Stockbridge

Where Community Connects

Work Session Meeting Agenda
August 25, 2026 6:00 PM



Stockbridge City Hall

4640 N. Henry Blvd.

Stockbridge, GA 30281

Website: www.stockbridgega.org

Phone: 770-389-7900

Fax: 770-389-7912

Translation and Interpretation Services are available with (7) days prior notice. Please contact the City's Human Resource Manager at 770-389-7908 for assistance.

STOCKBRIDGE CITY COUNCIL

Mayor At–Large

Jayden L. Williams

Mayor Pro Tem Elton Alexander

Council District 5

Councilmember LaKeisha Gantt

Council District 1

Councilmember Antwan Cloud

Council District 2

Councilmember Kyle D. Berry, Sr.

Council District 3

Councilmember Yolanda Barber

Council District 4

CITY MANAGER

Shawn Edmondson

INTERIM CITY CLERK

Cassandra Lester

CITY TREASURER

Frank Milazi

CITY ATTORNEY

Quinton G. Washington

Stockbridge
Where Community Connects

AGENDA
WORK SESSION MEETING
CITY OF STOCKBRIDGE

TUESDAY, AUGUST 25, 2026 6:00 PM

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

REVIEW OF THE MINUTES

PUBLIC COMMENTS - All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting. You must sign your name, address, and phone number. You will be able to address the Mayor and Council for three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated while meetings are in session.

PRESENTATION

1 Financial Report as of 7/31/2026 and City of Stockbridge ACFR FY25

NEW BUSINESS

2 Council Consideration to approve the purchase of furniture from HON Furniture in the amount of **$123,530.35** for the New Maintenance Shop. Funding source is from SPLOST VI account number 321-42200-541318 - Presented by: Decius Aaron

3 Council Consideration to approve the competitively solicited contract pursuant to Request For Proposals (RFP) No. 2026-0007, City of Stockbridge Comprehensive Residential Waste and Disposal Services with Waste Industries of Atlanta, LLC d/b/a GFL Environmental and the City of Stockbridge, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the agreement in the amount of **$2,450,000.00**. Funding Source: Sanitation account number 540-

45200-523991 (Sanitation Collections Outsource) in the Sanitation budget - Presented by: Decius Aaron

4 Council Consideration to approve the Walt Stephens Trail Project Service Agreement in the amount of **$216,835.00**. The PATH Design Team (PATH) will provide full professional services for surveying, landscape architecture, engineering, permitting, contract administration, and construction management for the 1.1-mile, ten (**10**) foot wide, concrete multi-use trail along Walt Stephens Road. The project begins at the SE corner of Walt Stephens Rd and Monarch Village Way, crosses Walt Stephens at the existing traffic signal, continues east as a ten (**10**) foot side path with five (**5**) to ten (**10**) foot landscape buffer, crosses I-75 via existing road bridge, turns into a private property to tie into the programmed trail by the proposed development on Flippen Road. The Walt Stephens Trail Project is a TSPLOST Project. Funding Source: TSPLOST I account number 335-42200-541447.
- Presented by: Decius Aaron

5 Council Consideration to approve the proposed FY 2027 LMIG paving list.
- Presented by: Decius Aaron

6 Council Consideration to approve the award of ITB (Invitation to Bid) **NO: 2026-0010** for the City's Landscape Maintenance Services to Gibson Landscape Services, LLC in the amount of $159,732.00. Funding Source: $107,520.00 from account number 100-15650- 522219 (Landscaping) in the Government Buildings budget and $52,212.00 from account number 565-61800-522219 (Landscaping) in the Amphitheater budget. Presented By: Decius Aaron, Public Works Director. - Presented by: Decius Aaron

7 Council Consideration to approve the award of ITB (Invitation to Bid) **ITB NO: 2026-0011** for the City's LMIG (Local Maintenance Improvements Grant) for Roads and Resurfacing to East Coast Grading, Inc. Funding Source: TSPLOST I **$2,372,773.19** account number 335-42500- 541436; GDOT LMIG **$389,362.75**, GDOT LRA **$260,854.32** account number 100-42200- 522241 for a total amount of **$3,022,990.26.** - Presented by: Decius Aaron

8 Council Consideration to approve the award of ITB (Invitation to Bid) **ITB NO: 2026-0012** for the Country Club Drive intersection improvement awarded to East Coast Grading, Inc. In the amount of **$1,078,067.00**. Funding Source: TSPLOST I 335-42200-541408 - Presented by: Decius Aaron

9 Council Consideration to approve Professional Pipeline to perform an emergency leak repair on North Henry BLVD in the amount of **$69,100.00**. The water main is seventeen (**17**) feet deep and because Highway 42 is a Georgia Department of Transportation (GDOT) roadway, they requested an expedited repair due to the leak's location and to possibly prevent further infrastructure damage or traffic disruption. Funding source is from account number 505-44200-522240 (Street Repairs) in the Water Department Budget. - Presented by: Decius Aaron

MAYOR'S COMMENTS (Mayor Jayden Williams)

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS

City Council Meetings are held on the second Monday of each month, and Work Sessions are held the last Tuesday of the month at the Stockbridge City Hall - City Council Chamber. Meeting times and dates may change. Please visit www.stockbridgega.org for updates. The City of Stockbridge adheres to the Americans with Disabilities Act (ADA). If you need auxiliary services to participate in the meetings, please contact City Hall at 770-389-7900 in advance.

ADJOURNMENT

CITY OF STOCKBRIDGE, GEORGIA



ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE YEAR ENDED DECEMBER 31, 2025

CITY OF STOCKBRIDGE, GEORGIA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE YEAR ENDED DECEMBER 31, 2025

Prepared By: Department Of Finance

CITY OF STOCKBRIDGE, GEORGIA

ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

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CITY OF STOCKBRIDGE, GEORGIA

ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

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INTRODUCTORY SECTION

City of Stockbridge
4640 North Henry Blvd. • Stockbridge, GA 30281
City Hall: (770) 389-7900 • Fax: (770) 389-7912

July 30, 2026

To the Honorable Mayor, Distinguished Members of City Council
And the Citizens of the City of Stockbridge:

Ladies and Gentlemen:
State Law requires that all general-purpose local governments publish within six months of the close of each fiscal year a complete set of financial statements presented in conformity with general accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the Annual Comprehensive Financial Report of the City of Stockbridge, Georgia for the fiscal year ended December 31, 2025.

This report consists of management's representations concerning the finances of the City of Stockbridge, Georgia. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City of Stockbridge has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Stockbridge's financial statements in conformity with GAAP. Because the cost of the internal controls should not outweigh their benefits, the City of Stockbridge's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City of Stockbridge's financial statements have been audited by Mauldin and Jenkins LLC, a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of Stockbridge for the fiscal year ended December 31, 2025, are free of material misstatement. The independent audit involved examining on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of Stockbridge's financial statements for the fiscal year ended December 31, 2025, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of the report. A single audit was necessary in 2025. The requirement for a single audit is the expense of $1,000,000 or more in federal funds.

Government Auditing Standards require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements. This report is available under a separate cover.
GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Stockbridge's MD&A can be found immediately following the report of the independent auditors.

PROFILE OF THE CITY

The City of Stockbridge was founded in 1829 and was incorporated as a city in 1920. Stockbridge is located in the northern part of Henry County, Georgia and is approximately eighteen miles from the state capital of Atlanta. The city is a municipal corporation created under the laws of the State of Georgia and has its corporate name as "City of Stockbridge, Georgia." The affairs of the city are conducted by a Mayor and a five-member city council. The Mayor is elected at large, while City Council members are elected by districts. This elected body is responsible for the active coordination of community resources, to anticipate problems and meet community needs.

The City Manager, who is appointed by the Mayor and City Council, oversees the day-to-day operations of the city and ensures the smooth and efficient delivery of city services. All activities and functions of the city are administered by the City Manager, and City Clerk are under the jurisdiction of the Mayor and City Council, as set forth in State and local laws.

The city provides a full range of services to approximately 36,000 residents. These services are provided as a whole either by the city or through contractual agreements with Henry County. They include public safety (police and fire), community development, highways and streets, water, sewer, sanitation, public improvements, planning and zoning, code enforcement and general administrative services.

The City is one of four incorporated municipalities within Henry County and is not included in Henry County's reporting entity.

The annual budget serves as the foundation for the City of Stockbridge's financial planning and control. All funds and departments of the City are required to submit requests for appropriations to the City Treasurer and City Manager in April of each year. The City Treasurer and City Manager use these requests as the starting point for developing a proposed budget. The City Manager then presents this proposed budget to the Council for review in August. The Council is required to hold public hearings on the proposed budget and to adopt a final budget no later than December 31, the closure of the City of Stockbridge's fiscal year. The appropriated budget is prepared by funds and department. Department supervisors may make transfers of appropriations within a department budget.
Transfers of appropriations between departments require the special approval of the governing body through budget amendment. Budget to actual comparisons is provided in this report for the general fund and other funds including enterprise funds. These comparisons are presented beginning on page 22 of the basic financial statements.

On January 1, 1995, the City of Stockbridge received its status as a Certified City by the State of Georgia Department of Community Affairs. The State designated the Stockbridge Main Street Program on January 26, 2015. The Main Street Program was established to design an identifiable downtown historic district that promotes economic vitality, encourages cultural enrichment and nurtures a collaborative community spirit.

FACTORS AFFECTING FINANCIAL CONDITION

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City of Stockbridge operates.

Strategic Financial Planning

The Mayor and Council of the City of Stockbridge are very diligent in budgeting and planning. With the Joint Comprehensive Development Plan, the Short-Term Work program as well as other programs, we share in the planning for growth and development of infrastructure with Henry county. These plans also address population, economic development, natural histories and cultural resources as well as transportation and community facilities throughout the city and county. In May 2016, sanitation services were contracted through Waste Industries at no additional cost to the citizens. Waste Industries also offers curbside recycling services. With the implementation of the Stockbridge Police Department, tickets are now diverted back to our Municipal Court, thus increasing revenues for fines and forfeitures.

Local Economy

Stockbridge is intersected by two interstate expressways, I-75 and I-675. These heavily traveled interstates bring tourists into our city. The tourist boosts the sales tax revenue as well as the Hotel/Motel tax revenue. The city has a Hotel/Motel tax rate of 8%. We currently have 12 hotels in the city limits of Stockbridge for which we receive this tax revenue. This revenue has increased due to the overall economy growth in the City.

Our citizens' employment, as well as our local economy, depends largely on what happens in and around Metro Atlanta. The 2025 unemployment rates for the State of Georgia and the City of Stockbridge, are at 3.1% and 3.4%, respectively. Property values have started to recover with an increase of 4% in the net maintenance and operation tax digest since 2021.

The city depends largely on Local Option Sales Tax for revenue and fees for various services provided by the city. The 2025 sales tax revenue increased as it has been since 2020. Other increases in revenue occurred in hotel/motel taxes, occupational taxes, insurance premium taxes and franchise fees.

RELEVANT FINANCIAL POLICIES

Fiscal Policies

The City of Stockbridge actively supports economic development efforts to expand our revenue base and extend support to local business owners already established within our city limits. Budgeted revenue projections are made conservatively so that actual revenues will consistently meet or exceed budgeted revenues. The City provides medical, dental, and life insurance for its employees. The cost for these benefits is shared by the City and its employees. The city also provides a defined benefit pension plan for the City employees and elected officials and health insurance at no cost to the beneficiaries.

Treasury Policies

The City's financial policies authorize investment in any securities approved by the State of Georgia for local governments. The city administers the conservative treasury approach, and we employ safe and financially stable practices to protect the City's liquid assets. Other financial policies that have been approved by the Governing Body include Internal Controls, Budget Process, Fund Balance, Grants management, Capital Assets, as well as Purchasing and Procurement.

MAJOR INITIATIVES AND ACCOMPLISHMENTS

In 2016, the Mayor and Council adopted a Mission statement:

To provide visionary leadership and superior municipal services that enhance the quality of life for the citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events. They are passionate about establishing the Values of PEACE.

Professionalism
Excellence
Adaptability
Communications
Ethics

Special Purpose Local Option Sale Tax IV was passed by the citizens in November of 2013. We began receiving these funds in May of 2014. The plans are to use these funds for Capital Projects such as roads, bridges, sidewalks as well as public works facilities and equipment, parks and recreation and public safety facilities and equipment.
There are currently several projects that are being funded through our SPLOST and TSPLOST revenues and supplemented by fund balance whenever necessary. The following are some of the many projects undertaken throughout the City in 2025:

- FY 2025 LMIG – approximately $2,984,645.22 for roads resurfacing, repairs and maintenance.
- Merle Manders, Tag Office, and Police Department Building Roof –approximately $156,112.80
- Eagles Landing PKWY, Hudson Bridge Road, East Lake PKWY (IGA-Henry County) –approximately $3,973,863.65
- Amphitheater Flex Pavers Project – approximately $212,850.00

The Future

As we move through 2026, the City is transitioning from a period of significant growth and investment toward an increased emphasis on execution, accountability, sustainability, and measurable results.

Our work in 2026 will focus on several interconnected priorities.

Financial Stewardship and Accountability.

We will continue strengthening financial controls, procurement practices, budget monitoring, capital planning, and organizational accountability. Protecting public resources and maintaining the confidence of our residents will remain fundamental to every financial and operational decision.

Infrastructure and Capital Investment.

The City will continue advancing transportation, road, sidewalk, facility, water and sewer, parks, and other infrastructure improvements. Particular attention will be placed on completing projects already underway, maximizing outside funding opportunities, and ensuring that future capital commitments are financially sustainable.

Public Safety.

The City will continue investing in a professional, responsive, and community-focused Police Department. Recruitment, retention, training, equipment, technology, employee development, and community engagement will remain important components of our public safety strategy.

Economic Development and Downtown Revitalization.

Stockbridge will continue working to attract quality investment while supporting existing businesses. Revitalization of our downtown, redevelopment opportunities, business recruitment and retention, tourism, entertainment, and strategic partnerships will remain important components of expanding and diversifying the City's economic base.

Organizational Excellence and Customer Service.

Residents and businesses should receive professional, efficient, and responsive municipal services. During 2026, we will continue evaluating internal processes, strengthening departmental accountability, developing our workforce, improving coordination across departments, and using technology to make City government more efficient and accessible.

Quality of Life and Community Investment.

Growth must ultimately translate into a better quality of life. The City will continue investing in parks, recreation, community facilities, cultural opportunities, special events, public spaces, and programs that strengthen the connection between residents and their community.

Strategic and Sustainable Growth.

As Stockbridge continues to grow, our responsibility is to ensure that development occurs strategically. Decisions involving land use, infrastructure, transportation, economic development, and municipal services must consider not only immediate needs but also their long-term financial and operational impact.

Our objective for 2026 is straightforward: **protect the City's financial position, complete the work we have started, strengthen the organization, invest strategically in our community, and ensure that Stockbridge is positioned for sustainable growth well into the future.**

AWARDS AND ACKNOWLEDGEMENTS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded the City of Stockbridge the Certificate of Achievement for Excellence in Financial Reporting for its Annual Comprehensive Financial Report for the fiscal year ended December 31, 2024.

The Certificate of Achievement represents a significant accomplishment by a government and its management and reflects the City's commitment to transparency and high standards in governmental financial reporting. We believe the current Annual Comprehensive Financial Report continues to meet the requirements of the Certificate of Achievement Program and will submit it to GFOA for consideration.

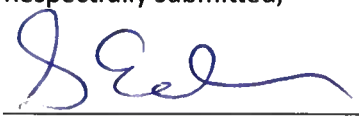
Preparation of this report requires significant coordination and effort. We extend our appreciation to the employees of the Finance Department, Executive Department, and all City departments whose work contributed to the completion of this report.

We also thank Mauldin & Jenkins LLC for its professional services throughout the independent audit process.

Finally, we acknowledge the Mayor and City Council for their leadership and support of sound financial management and thank our employees for their continued commitment to serving the citizens of Stockbridge.

The City enters 2026 from a position of opportunity, but we recognize that continued progress requires discipline, accountability, collaboration, and responsible stewardship. We remain committed to ensuring that the resources entrusted to the City are managed carefully and strategically for the benefit of the community we serve.

Respectfully submitted,



Shawn Edmondson, City Manager

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Stockbridge
Georgia

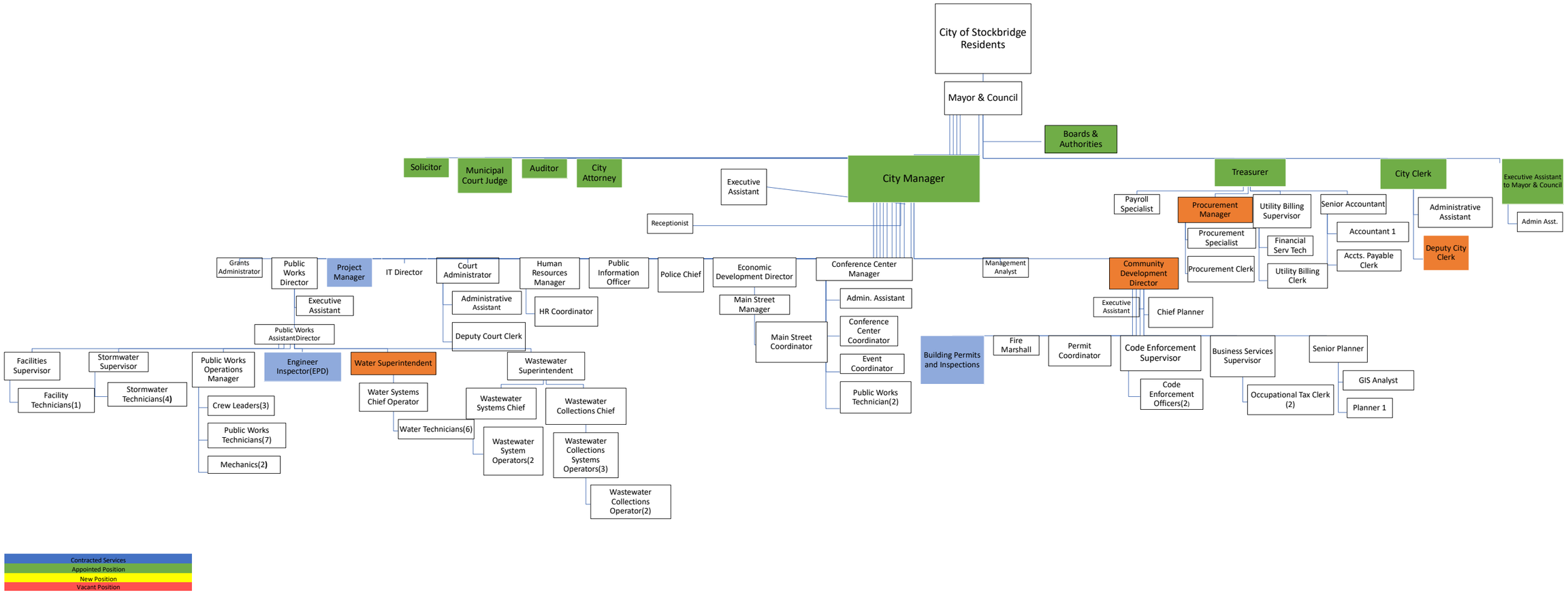
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2024

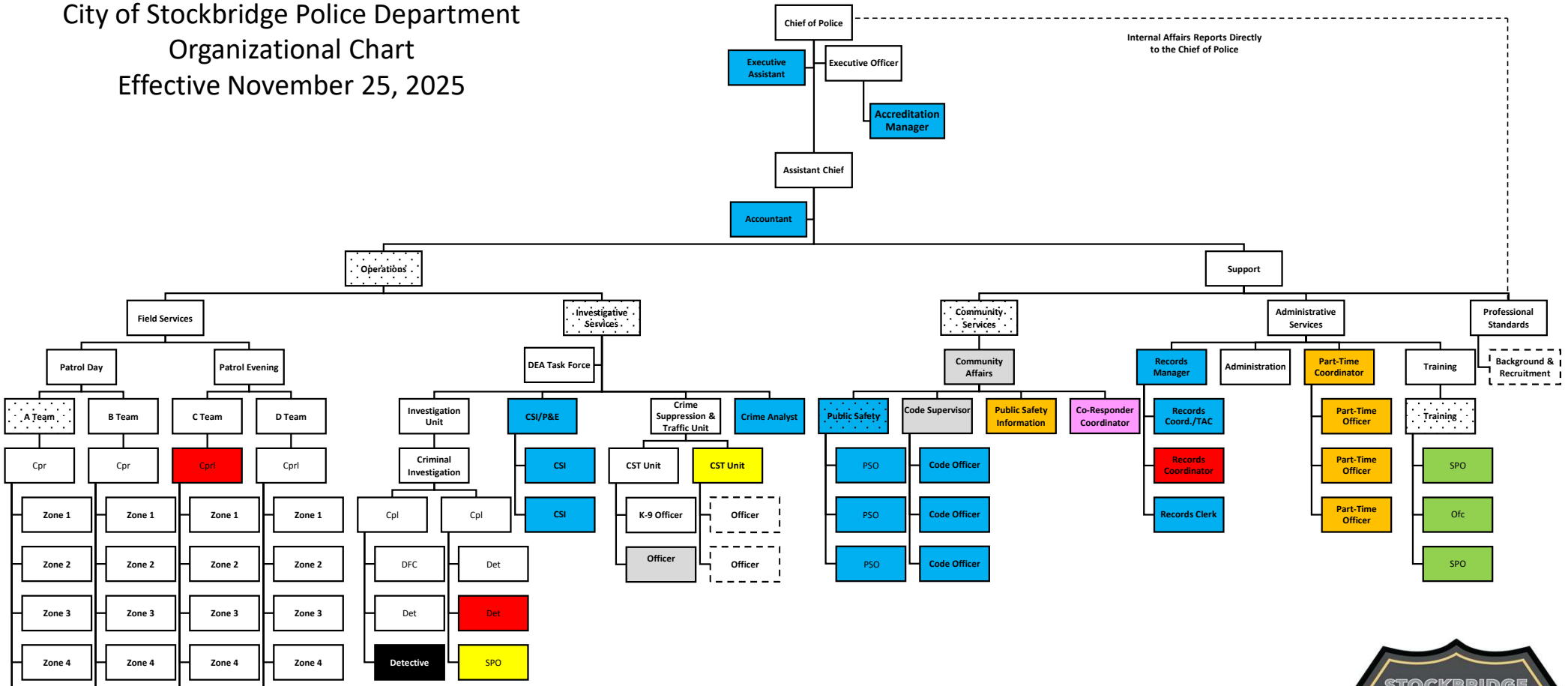
Christopher P. Morrill

Executive Director/CEO

City of StockBridge Organizational Chart - effective 01/01/2025



City of Stockbridge Police Department
Organizational Chart
Effective November 25, 2025



CITY OF STOCKBRIDGE, GEORGIA

LIST OF ELECTED AND APPOINTED OFFICALS
December 31, 2025

LEGISLATIVE BRANCH

MAYOR AND CITY COUNCIL

Anthony Ford	Mayor
LaKeisha Gantt	Mayor Pro Tem
Elton Alexander	Council Member
Yolanda Barber	Council Member
Kyle Berry Sr.	Council Member
Alphonso Thomas	Council Member

OFFICERS OF THE MAYOR AND COUNCIL

Shawntez Edmondson	City Manager
Frank S. Milazi	City Treasurer
Vanessa Holiday	City Clerk
Cassandra Lester	Deputy City Clerk
Quinton Washington	City Attorney
Jeremy Berry	City Attorney
Megan McCulloch	City Attorney

JUDICIAL BRANCH

Matthew McCord	Municipal Court Judge
Julie Kert	City Solicitor
Genea Stanley	Court Clerk

FINANCIAL SECTION

MAULDIN & JENKINS
CPAs & ADVISORS

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and Members
of the City Council
City of Stockbridge, Georgia
Stockbridge, Georgia

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Stockbridge, Georgia (the "City"), as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of December 31, 2025, and the respective changes in financial position and, where applicable, cash flows thereof, and the budgetary comparison for the General Fund, the Grants Fund, and the American Rescue Plan Act ("ARPA") Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis (on pages 5 through 13), the Schedule of Changes in the City's Net Pension Liability and Related Ratios (on pages 61 and 62), and the Schedule of City Contributions (on pages 63 and 64) be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with generally accepted auditing standards, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining and individual nonmajor fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The Schedules of Expenditures of Special Purpose Local Option Sales Tax ("SPLOST") proceeds as required by the Official Code of Georgia Annotated ("O.C.G.A.") §48-8-121, and the Schedule of Expenditures of Transportation Special Purpose Local Option Sales Tax ("TSPLOST") proceeds, as required by O.C.G.A. §48-8-269.5, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by Title 2 *U.S. Code of Federal Regulations* ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and is also not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules, the Schedules of Expenditures of Special Purpose Local Option Sales Tax Proceeds, the Schedule of Expenditures of Transportation Special Purpose Local Option Sales Tax Proceeds, and the Schedule of Expenditures of Federal Awards (the "supplementary information") are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 30, 2026, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Mauldin & Jenkins, LLC

Macon, Georgia
July 30, 2026

CITY OF STOCKBRIDGE, GEORGIA

MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

As management of the City of Stockbridge (the "City"), we offer readers of the City of Stockbridge's financial statements this narrative overview and analysis of the financial activities of the City of Stockbridge for the fiscal year ended December 31, 2025. We encourage readers to read the information presented here in conjunction with additional information that we have furnished in the City's financial statements, which follow this narrative.

Financial Highlights

- The assets and deferred outflows of the City of Stockbridge exceeded their liabilities and deferred outflows on December 31, 2025, by $156,023,271 (total net position). Of this amount, $23,719,172 is unrestricted and may be used to meet the government's ongoing obligations to citizens and creditors.

- The total net position, on an entity wide basis, increased by $14,367,798. Of this amount, an increase of $11,644,325 was associated with governmental activities and an increase of $2,723,473 was associated with business-type activities.

- As of the close of the current fiscal year, the City of Stockbridge's governmental funds reported combined ending fund balances of $68,396,495, an increase of $7,742,271 compared to the prior year. The General Fund, which serves as the City's chief operating fund, reported an ending fund balance of $17,913,854.

- The City of Stockbridge's bonds and notes payables decreased by $5,793,938 for an overall decrease of 25% due to scheduled debt service payments. Due to the implementation of GASB 87 Statement No 87, Leases as of December 13, 2025, totaled $137,222.

- The City of Stockbridge imposed its first property tax, with a millage rate of 3.77 in 2023. The total property tax collected on December 31, 2025, was $7,186,782 which will add revenues to the General Fund.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to City of Stockbridge's basic financial statements. The City's basic financial statements consist of three components.

1) Government-wide financial statements.

2) Fund financial statements; and

3) Notes to the financial statements.

The basic financial statements present two different views of the City through the use of government-wide statements and fund financial statements. In addition to the basic financial statements, this report contains other supplemental information that will enhance the reader's understanding of the financial condition of the City of Stockbridge.

Basic Financial Statements

The first two statements in the basic financial statements are the Government-wide Financial Statements. They provide both short and long-term information about the City's financial status.

The next statements are Fund Financial Statements. These statements focus on the activities of the individual parts of the City government. These statements provide more detail than the government-wide statements. There are three parts to the Fund Financial Statements:

1) The governmental funds statements.

2) The budgetary comparison statements; and

3) The proprietary fund statements.

The next section of the basic financial statements is the notes. The notes to the financial statements explain in detail some of the data contained in those statements. After the notes, supplemental information is provided to show details about the (type of unit-city, county, etc.) individual funds. Budgetary information required by the General Statutes also can be found in this part of the statements.

Government-wide Financial Statements

The government-wide financial statements are designed to provide the reader with a broad overview of the City's finances, similar in format to a financial statement of a private-sector business. The government-wide statements provide short and long-term information about the City's financial status.

The two government-wide statements report on the City's net assets and how they have changed. Net assets are the difference between the City's total assets and total liabilities. Measuring net assets is one way to gauge the City's financial condition.

The government-wide statements are divided into three categories:

1) Governmental activities.

2) Business-type activities, and;

3) Component units.

The governmental activities include most of the City's basic services such as public safety and courts, highways and streets, parks and recreation, tourism and promotion, code enforcement, and general administration.

The business-type activities are those that the City charges customers to provide. These include the water and sewer, solid waste management, conference center, community center, and stormwater management services offered by the City of Stockbridge.

The final category is the component unit. Although legally separate from the City of Stockbridge, the Urban Redevelopment Agency is important to the City because the City exercises control over the Board by appointing its members and because the Board is required to distribute its profits to the City

Financial Fund Statements

The fund financial statements provide a more detailed look at the City's most significant activities. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Stockbridge, like all other governmental entities in Georgia, uses fund accounting to ensure and reflect compliance (or non-compliance) with finance-related legal requirements, such as the General Statutes or the City's budget ordinance. All of the funds of the City of Stockbridge can be divided into two categories: governmental funds and proprietary funds.

Governmental Funds

Governmental funds are used to account for those functions reported as governmental activities in the government-wide financial statements. Most of the City's basic services are accounted for in governmental funds. These funds focus on how assets can readily be converted into cash flow in and out, and what monies are left at year-end that will be available for spending in the next year. Governmental funds are reported using an accounting method called modified accrual accounting that provides a short-term spending focus. As a result, the governmental fund financial statements give the reader a detailed short-term view that helps him or her determine if there are more or less financial resources available to finance the City's programs. The relationship between government activities (reported in the Statement of Net assets the Statement of Activities) and governmental funds is described in a reconciliation that is a part of the fund financial statements.

The City of Stockbridge adopts an annual budget for its General Fund, as required by state law. The budget is a legally adopted document that incorporates input from the citizens of the City, the management of the City, and the decisions of the Mayor and Council about which services to provide and how to pay for them. It also authorizes the City to obtain funds from identified sources to finance these current period activities. The budgetary statement provided for the General Fund demonstrates how well the City complied with the budget ordinance and whether or not the City succeeded in providing the services as planned when the budget was adopted. The budgetary comparison statement uses the budgetary basis of accounting and is presented using the same format, language, and classifications as the legal budget document. The statement shows four columns:

1) The original budget was adopted by the Council.

2) The final budget as amended by the Council;

3) The actual resources, charges to appropriations, and ending balances in the General Fund; and

4) The difference or variance between the final budget and the actual resources and charges.

To account for the difference between the budgetary basis of accounting and the modified accrual basis, a reconciliation showing the differences in the reported activities is shown at the end of the budgetary statement.

The City maintains seven major governmental funds: the General Fund, Hotel/Motel Tax Fund, SPLOST V and TSPLOST State and Federal Grants Funds, Urban Redevelopment Fund, and the Perpetual Care Permanent Fund. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for all major funds.

Proprietary Funds

Enterprise funds (a component of proprietary funds) are used to report the same functions presented as business-type activities in the government-wide financial statements. The City has five enterprise funds: Water and Sewer Fund, Solid Waste Management Fund, Conference Center Fund, Community Center, and its Stormwater Management Fund. These funds are the same as those functions shown in the business-type activities in the Statement of Net assets and the Statement of Activities.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report includes certain required supplementary information concerning the City of Stockbridge's progress in funding its obligation to provide pension benefits to its employees.

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as one useful indicator of a government's financial position. The assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $156,023,271 as of December 31, 2025. The City's net position reflects their investment in capital assets of $97,258,790, less any related debt used to acquire those assets that are still outstanding. The City of Stockbridge uses capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The City of Stockbridge Net Position

	Governmental Activities		Business-Type Activities		Totals	
	2025	2024	**2025**	2024	**2025**	2024
Current and other assets	**$ 72,427,850**	$ 67,476,583	**$ 11,669,853**	$ 9,304,052	**$ 84,097,703**	$ 76,780,635
Capital assets	**51,058,527**	49,926,544	**48,813,799**	49,153,799	**99,872,326**	99,080,343
Total assets	**123,486,377**	117,403,127	**60,483,652**	58,457,851	**183,970,029**	175,860,978
Deferred outflows of resources						
Pension	**2,116,762**	1,428,409	**629,279**	422,159	**2,746,041**	1,850,568
Long-term liabilities outstanding	**22,683,057**	26,041,374	**1,378,812**	1,734,271	**24,061,869**	27,775,645
Other liabilities	**3,171,171**	4,387,571	**3,459,759**	3,506,778	**6,630,930**	7,894,349
Total liabilities	**25,854,228**	30,428,945	**4,838,571**	5,241,049	**30,692,799**	35,669,994
Deferred inflows of resources						
Pension	**-**	298,005	**-**	88,074	**-**	386,079
Net position:						
Net investment in capital assets	**48,568,371**	42,189,004	**48,690,419**	46,676,826	**97,258,790**	88,865,830
Restricted	**35,045,309**	43,483,078	**-**	-	**35,045,309**	43,483,078
Unrestricted	**16,135,231**	2,432,504	**7,583,941**	6,874,061	**23,719,172**	9,306,565
Total net position	**$ 99,748,911**	$ 88,104,586	**$ 56,274,360**	$ 53,550,887	**$ 156,023,271**	$ 141,655,473

The City received $764,547 for Local Maintenance Improvement Grants for the year associated with street construction, repairs and improvements.

Governmental Activities

City of Stockbridge Changes in Net Position

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	**2025**	2024	**2025**	2024
Revenues:						
Program revenues:						
Charges for services	**$ 3,732,930**	$ 6,691,081	**$ 11,659,085**	$ 12,054,524	**$ 15,392,015**	$ 18,745,605
Capital grants and contributions	**28,102,997**	27,608,223	**-**	-	**28,102,997**	27,608,223
General revenues:						
Other tax	**18,149,936**	17,687,165	**-**	-	**18,149,936**	17,687,165
Interest	**739,506**	219	**1**	-	**739,507**	219
Loss on disposal of capital assets	**-**	(97,844)	-	-	**-**	(97,844)
Total Revenues	**50,725,369**	51,888,844	**11,659,086**	12,054,524	**62,384,455**	63,943,368
Expenses:						
General Government	**6,784,010**	7,862,580	**-**	-	**6,784,010**	7,862,580
Judicial	**1,007,011**	996,738	**-**	-	**1,007,011**	996,738
Public safety	**11,201,320**	10,110,171	**-**	-	**11,201,320**	10,110,171
Public works	**10,225,698**	9,132,532	**-**	-	**10,225,698**	9,132,532
Culture and Recreation	**8,949**	9,011	**-**	-	**8,949**	9,011
Housing and development	**4,069,160**	3,037,046	**-**	-	**4,069,160**	3,037,046
Interest on long-term debt	**612,001**	712,944	**-**	-	**612,001**	712,944
Water and sewer	**-**	-	**5,706,357**	5,463,511	**5,706,357**	5,463,511
Stormwater management	**-**	-	**993,318**	1,351,190	**993,318**	1,351,190
Solid waste	**-**	-	**2,531,154**	2,599,035	**2,531,154**	2,599,035
Conference center	**-**	-	**3,962,337**	721,019	**3,962,337**	721,019
Amphitheater	**-**	-	**915,342**	8,133,471	**915,342**	8,133,471
Total Expenses	**33,908,149**	31,861,022	**14,108,508**	18,268,226	**48,016,657**	50,129,248
Increase (decrease) in net position before transfers	**16,817,220**	20,027,822	**(2,449,422)**	(6,213,702)	**14,367,798**	13,814,120
Transfers	**(5,172,895)**	(7,964,120)	**5,172,895**	7,964,120	**-**	-
Increase (decrease) in net position	**11,644,325**	12,063,702	**2,723,473**	1,750,418	**14,367,798**	13,814,120
Net position - beginning of year, as restated	**88,104,586**	76,040,884	**53,550,887**	51,800,469	**141,655,473**	127,841,353
Net position - end of year	**$ 99,748,911**	$ 88,104,586	**$ 56,274,360**	$ 53,550,887	**$ 156,023,271**	$ 141,655,473

Business-type Activities

Business-type activities increased the City of Stockbridge's net position by $2,723,473. The transfers from the City's General Fund were to supplement the operations of the Amphitheater, the Conference Center, the newly created Information Technology department as well as the growing Police Department.

Financial Analysis of the City's Funds

As noted earlier, the City of Stockbridge uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City of Stockbridge's governmental funds is to provide information on near-term inflows, outflows, and balances of usable resources. Such information is useful in assessing the City of Stockbridge's financing requirements. Specifically, unreserved fund balance can be a useful measure of a government's net resources available for spending at the end of the fiscal year.

The General Fund is the chief operating fund of the City of Stockbridge. At the end of the current fiscal year, the unassigned fund balance of the General Fund was $16,423,053. As a measure of the General Fund's liquidity, it may be useful to compare both unreserved fund balance and total fund balance to total fund expenditures. Unreserved fund balance represents 65.70% of total General Fund expenditures, while total fund balance of $17,913,854 represents 71.64% of that same amount.

During the current fiscal year, the City's General Fund balance increased by $14,987,631. This increase reflects the transfers from SPLOST V to reimburse the General Fund for prior years expenditures to complete SPLOST V projects. General Fund expenditures rose by 12%, increasing from $22,300,069 in 2024 to $25,004,564 in 2025. The City collected a total of $8,921,296 in local sales taxes for 2025, a decrease of 0.05% over 2024. Franchise taxes increased by 12% to $2,784,891 in 2025 from $1,851,713 in 2024, for electric, television and telephone taxes. In 2025, tax revenues increased due to various reasons such as increase in tax assessment values leading to increase in property tax revenues, and an increase of the city's population (homeowners) as a result of couple annexations into the city that increased the overall tax digest.

The City's SPLOST III and IV revenue has decreased by 70% from $8,489,440 to $2,556,967 with the ending of SPLOST III and SPLOST IV. TSPLOST revenue increased by 0.06% from $7,204,270 in 2024 to $7,251,139 in 2025.

As of December 31, 2025, the Urban Redevelopment Agency of the City of Stockbridge had long-term liabilities from Revenue Bonds in the amount of $6,270,000. Most of these funds were used to acquire property, building and furnishing a new City Hall facility which was completed in 2009. The cost of the building is approximately $11,964,000.

The Hotel/Motel Tax Fund is used to promote tourism in the City. The fund is used to account for proceeds from the City's Hotel / Motel tax. The City is required to pay Henry County Chamber of Commerce a percentage of all collected funds. As of December 31, 2025, the total amount collected for this fund was $1,166,109.

The City has a Perpetual Fund which is for the upkeep of the City Cemetery. A donation of $5,000 was made with investment earnings. These funds are used or the maintenance and upkeep of the Cemetery as needed. This fund is held as a Certificate of Deposit ("CD") at Ameris Bank.

Proprietary Funds

The City's proprietary funds provide the same type of information found in the government-wide financial statements but in more detail.

Unrestricted net position of the proprietary funds at the end of the year were $7,583,941 of which Water and Sewer Funds had $1,762,875 (23%) the Solid Waste Fund had $1,487,304 (20%). The Amphitheater Fund had $1,717,191 (23%) and all other enterprise funds had $2,616,571 (34.5%).

General Fund Budgetary Highlights:

The amended balanced budget for the City's General Fund for 2025 was $29,734,159. This is an increase of $667,616 from the final budget of 2024 which was $29,067,538.

Capital Asset and Debt Administration

Capital assets. The City's investment in capital assets for its governmental and business type activities on December 31, 2025, amounts to $97,258,790. This investment in capital assets includes land, buildings, improvements, automobiles and equipment, sidewalks, bridges and roads. Due to the City's fiscal responsibility, the long-term debt has been reduced by paying off debt of $5,763,674 in 2025. As a result of that, the City credit rating is increasing. General Fund balance increased by recapturing interfund payables and capital assets acquisition.

American Rescue Plan Act ("ARPA") Fund and Grant Fund have both tremendously increased net assets of the City due to many capital projects citywide that have changed the city's outlook. Public Facilities Authority Fund and Citywide Capital Projects Fund through borrowed funds have enabled the city to accomplish it objective of investing in capital projects to better serve the Stockbridge citizens.

Major capital assets events during the current fiscal year include the following:

- FY 2025 LMIG – approximately $2,984,645.22 for roads paving, maintenance and repairs
- Merle Manders, Tag Office, and Police Department Building Roof – approximately $156,112.80
- Eagles Landing PKWY, Hudson Bridge Road, East Lake PKWY (IGA-Henry County) – approximately $3,973,863.65
- Amphitheater Flex Pavers Project – approximately $212,850.00

Additional information on the City's capital assets can be found in Note 6.

Long-term Debt

As of December 31, 2025, the City had $24,061,869 in outstanding debt consisting of the following:

	Balance
Governmental Activities:	
Revenue Bonds	$ 17,445,000
Accrued Compensated Absences	1,226,444
Net Pension Liability	3,874,391
Lease liability	137,222
Business-Type Activities:	
Accrued Compensated Absences	227,016
Net Pension Liability	1,151,796
Total	$ 24,061,869

The City of Stockbridge's total debt decreased by $3,713,776. Additional information on the City's long-term debt can be found in Note 7.

State statutes limit the amount of general obligation debt a governmental entity may issue to 10% of its total assessed valuation. The current debt limitation for the City is $194,020,390, which is more than the City's outstanding general obligation debt.

Economic Factors and Next Year's Budgets and Rates

- Annexations within the City will continue to increase the population of the City of Stockbridge
- The need for more of a police presence within the City, new developments bring in new residents
- Cost of Living in the region is comparable to national increases
- Property taxes have been rising in recent years
- During 2026 and going forward, the City will continue to do its best to secure additional funding sources, such as fees, grants and private participation, to continue to construct roads and capital projects, land & building purchases and improve capital items. Various fees rates will increase in 2026, it has been years when fees were adjusted.

All of these factors were considered in the preparation of the City's budget for the Fiscal Year 2026.

Requests for Information

This financial report is designed to provide a general overview of the City of Stockbridge's finances, comply with finance-related laws and regulations, and demonstrate the City's commitment to public accountability. Questions concerning this report or requests for additional information can be obtained by contacting the City at (770) 389-7000 or at the following address: **City of Stockbridge, Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281.**

BASIC FINANCIAL STATEMENTS

CITY OF STOCKBRIDGE, GEORGIA

STATEMENT OF NET POSITION
DECEMBER 31, 2025

	Primary Government		
	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and cash equivalents	$ 66,788,209	$ 8,856,379	$ 75,644,588
Investments	14,419	58,000	72,419
Taxes receivable	3,811,054	-	3,811,054
Accounts receivable, net of allowances	322,328	1,051,339	1,373,667
Due from other governments	1,512,709	63,343	1,576,052
Internal balances	(1,511,670)	1,511,670	-
Inventories	-	70,061	70,061
Prepaid expenses	71,479	59,061	130,540
Assets held for resale	1,419,322	-	1,419,322
Capital assets, non-depreciable	19,087,118	1,909,047	20,996,165
Capital assets, depreciable, net of accumulated depreciation and amortization	31,971,409	46,904,752	78,876,161
Total assets	123,486,377	60,483,652	183,970,029
DEFERRED OUTFLOWS OF RESOURCES			
Pension	2,116,762	629,279	2,746,041
Total deferred outflows of resources	2,116,762	629,279	2,746,041
LIABILITIES			
Accounts payable	1,285,656	465,548	1,751,204
Retainage payable	-	123,380	123,380
Accrued interest expense	238,244	-	238,244
Other accrued expenses	471,241	57,850	529,091
Customer deposits	-	231,684	231,684
Unearned revenue	1,176,030	2,581,297	3,757,327
Leases, due within one year	32,529	-	32,529
Leases, due in more than one year	104,693	-	104,693
Compensated absences due within one year	245,289	45,403	290,692
Compensated absences due in more than one year	981,155	181,613	1,162,768
Bonds payable due within one year	2,225,000	-	2,225,000
Bonds payable due in more than one year	15,220,000	-	15,220,000
Net pension liability due in more than one year	3,874,391	1,151,796	5,026,187
Total liabilities	25,854,228	4,838,571	30,692,799
NET POSITION			
Net investment in capital assets	48,568,371	48,690,419	97,258,790
Restricted for capital projects	31,738,847	-	31,738,847
Restricted for public safety	2,550,935	-	2,550,935
Restricted for tourism	741,081	-	741,081
Restricted for cemetery maintenance - non-expendable	5,000	-	5,000
Restricted for cemetery maintenance - expendable	9,446	-	9,446
Unrestricted	16,135,231	7,583,941	23,719,172
Total net position	$ 99,748,911	$ 56,274,360	$ 156,023,271

The accompanying notes are an integral part of these financial statements.

CITY OF STOCKBRIDGE, GEORGIA

STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Capital Grants and Contributions
Primary government			
Governmental activities:			
General government	$ 6,784,010	$ 2,627,673	$ 7,389,171
Judicial	1,007,011	1,105,257	792,024
Public safety	11,201,320	-	9,244,124
Public works	10,225,698	-	7,364,218
Culture and recreation	8,949	-	328
Housing and development	4,069,160	-	3,313,132
Interest on long-term debt	612,001	-	-
Total governmental activities	33,908,149	3,732,930	28,102,997
Business-type activities:			
Water and sewer	5,706,357	5,510,461	-
Stormwater	993,318	1,421,306	-
Solid waste	2,531,154	2,931,582	-
Amphitheater	3,962,337	1,633,859	-
Conference center	915,342	161,877	-
Total business-type activities	14,108,508	11,659,085	-
Total primary government	$ 48,016,657	$ 15,392,015	$ 28,102,997
General revenues:			
Property taxes			
Franchise taxes			
Alcoholic beverage excise taxes			
Business and occupation taxes			
Insurance premium taxes			
Hotel/motel taxes			
Other taxes			
Unrestricted investment earnings			
Transfers			
Total general revenues and transfers			
Change in net position			
Net position, beginning of year, as previously reported			
Restatement - error correction			
Net position, beginning of year, as restated			
Net position, end of year			

The accompanying notes are an integral part of these financial statements.

Net (Expenses) Revenues and Changes in Net Position		
Governmental Activities	Business-type Activities	Total
$ 3,232,834	$ -	$ 3,232,834
890,270	-	890,270
(1,957,196)	-	(1,957,196)
(2,861,480)	-	(2,861,480)
(8,621)	-	(8,621)
(756,028)	-	(756,028)
(612,001)	-	(612,001)
(2,072,222)	-	(2,072,222)
-	(195,896)	(195,896)
-	427,988	427,988
-	400,428	400,428
-	(2,328,478)	(2,328,478)
-	(753,465)	(753,465)
-	(2,449,423)	(2,449,423)
(2,072,222)	(2,449,423)	(4,521,645)
8,137,253	-	8,137,253
1,979,543	-	1,979,543
881,877	-	881,877
1,696,328	-	1,696,328
3,880,138	-	3,880,138
1,289,772	-	1,289,772
285,025	-	285,025
739,506	1	739,507
(5,172,895)	5,172,895	-
13,716,547	5,172,896	18,889,443
11,644,325	2,723,473	14,367,798
87,454,929	52,996,126	140,451,055
649,657	554,761	1,204,418
88,104,586	53,550,887	141,655,473
$ 99,748,911	$ 56,274,360	$ 156,023,271

CITY OF STOCKBRIDGE, GEORGIA

BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2025

	General Fund	ARPA Fund	Grants Fund
ASSETS			
Cash and cash equivalents	$ 1,484,143	$ -	$ -
Investments	-	-	-
Taxes receivable	2,551,655	-	-
Accounts receivable	169,079	-	-
Due from other governments	796,413	-	716,296
Due from other funds	19,463,728	-	615,215
Prepaid expenditures	71,479	-	-
Assets held for resale	1,419,322	-	-
Total assets	$ 25,955,819	$ -	$ 1,331,511
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
LIABILITIES			
Accounts payable	$ 839,793	$ -	$ 9,734
Accrued liabilities	468,863	-	2,378
Unearned revenue - occupational taxes	1,176,030	-	-
Unearned revenue - grants		-	-
Due to other funds	5,070,054	-	-
Total liabilities	7,554,740	-	12,112
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - grants	-	-	611,203
Unavailable revenue - court fines	127,907	-	-
Unavailable revenue - property taxes	359,318	-	-
Total deferred inflows of resources	487,225	-	611,203
FUND BALANCES			
Non-spendable:			
Prepaids	71,479	-	-
Permanent fund corpus	-	-	-
Assets held for resale	1,419,322	-	-
Restricted for:			
Capital projects	-	-	-
Public safety	-	-	708,196
Tourism	-	-	-
Cemetery maintenance	-	-	-
Assigned for:			
Capital projects	-	-	-
Unassigned	16,423,053	-	-
Total fund balances	17,913,854	-	708,196
Total liabilities, deferred inflows of resources and fund balances	$ 25,955,819	$ -	$ 1,331,511

Amounts reported for governmental activities in the Statement of Net Position are different because:

Capital assets and lease assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.

Other long-term assets are not available to pay for current period expenditures and, therefore, are deferred in the funds.

The net pension liability and related deferred outflows and inflows of resources are not financial resources and, therefore, are not reported in the governmental funds.

Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.

Net position of governmental activities

The accompanying notes are an integral part of these financial statements.

Public Facilities Authority	SPLOST V Fund	SPLOST VI Fund	TSPLOST Fund	Nonmajor Governmental Funds	Total Governmental Funds
$ 15,092,066	$ 20,330,586	$ 3,144,167	$ 20,836,425	$ 5,900,822	$ 66,788,209
-	-	-	-	14,419	14,419
-	-	638,973	617,846	2,580	3,811,054
-	-	-	-	153,249	322,328
-	-	-	-	-	1,512,709
-	2,943,169	-	-	519,453	23,541,565
-	-	-	-	-	71,479
-	-	-	-	-	1,419,322
$ 15,092,066	$ 23,273,755	$ 3,783,140	$ 21,454,271	$ 6,590,523	$ 97,481,085
$ -	$ 116,214	$ 206,968	$ 41,215	$ 71,732	$ 1,285,656
-	-	-	-	-	471,241
-	-	-	-	-	1,176,030
-	-	-	-	-	-
-	19,705,065	-	-	278,116	25,053,235
-	19,821,279	206,968	41,215	349,848	27,986,162
-	-	-	-	-	611,203
-	-	-	-	-	127,907
-	-	-	-	-	359,318
-	-	-	-	-	1,098,428
-	-	-	-	-	71,479
-	-	-	-	5,000	5,000
-	-	-	-	-	1,419,322
15,092,066	3,452,476	3,576,172	21,413,056	3,297,143	46,830,913
-	-	-	-	1,842,739	2,550,935
-	-	-	-	741,081	741,081
-	-	-	-	9,446	9,446
-	-	-	-	353,351	353,351
-	-	-	-	(8,085)	16,414,968
15,092,066	3,452,476	3,576,172	21,413,056	6,240,675	68,396,495
$ 15,092,066	$ 23,273,755	$ 3,783,140	$ 21,454,271	$ 6,590,523	
					51,058,527
					1,098,428
					(1,757,629)
					(19,046,910)
					$ 99,748,911

CITY OF STOCKBRIDGE, GEORGIA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	General Fund	ARPA Fund	Grants Fund
Revenues			
Taxes	$ 16,684,424	$ -	$ -
Licenses and permits	1,561,473	-	-
Intergovernmental	8,921,296	961,895	1,509,886
Fines and forfeitures	1,105,257	-	-
Charges for services	798,535	-	-
Impact fees	-	-	-
Contributions	28,499	-	-
Interest income	737,371	-	-
Other revenues	239,166	-	-
Total revenues	30,076,021	961,895	1,509,886
Expenditures			
Current:			
General government	7,771,438	-	-
Judicial	837,449	-	-
Public safety	8,884,845	-	786,803
Public works and parks	4,863,349	-	680,999
Culture and recreation	328	-	-
Housing and development	2,605,756	851,072	-
Capital outlay:			
General government	-	-	-
Public works	-	110,823	-
Culture and recreation	-	-	-
Debt service:			
Principal	30,264	-	-
Interest	11,135	-	-
Total expenditures	25,004,564	961,895	1,467,802
Excess (deficiency) of revenues over (under) expenditures	5,071,457	-	42,084
Other financing sources (uses)			
Proceeds from sale of assets	36,100	-	-
Transfers in	22,126,610	-	-
Transfers out	(12,246,536)	-	(6,234)
Total other financing sources (uses)	9,916,174	-	(6,234)
Net change in fund balances	14,987,631	-	35,850
Fund balances, beginning of year, as previously reported	1,920,655	-	472,346
Restatement - error correction	1,005,568	-	200,000
Fund balances, beginning of year, as restated	2,926,223	-	672,346
Fund balances, end of year	$ 17,913,854	$ -	$ 708,196

The accompanying notes are an integral part of these financial statements.

Public Facilities Authority	SPLOST V Fund	SPLOST VI Fund	TSPLOST Fund	Total Nonmajor Governmental Funds	Total Governmental Funds
$ -	$ -	$ -	$ -	$ 1,289,772	$ 17,974,196
-	-	-	-	-	1,561,473
-	2,556,967	4,986,709	7,251,139	-	26,187,892
-	-	-	-	-	1,105,257
-	-	-	-	-	798,535
-	-	-	-	1,066,164	1,066,164
-	-	-	-	-	28,499
-	140	-	-	2,135	739,646
-	-	-	-	848,801	1,087,967
-	2,557,107	4,986,709	7,251,139	3,206,872	50,549,629
369	-	-	-	-	7,771,807
-	-	-	-	-	837,449
-	-	-	-	762,759	10,434,407
-	-	-	-	911	5,545,259
-	-	-	-	-	328
-	-	-	-	612,332	4,069,160
-	-	-	-	63,482	63,482
-	1,526,212	1,410,537	2,041,917	-	5,089,489
-	269,211	-	-	-	269,211
4,050,000	-	-	-	890,000	4,970,264
336,740	-	-	-	309,562	657,437
4,387,109	1,795,423	1,410,537	2,041,917	2,639,046	39,708,293
(4,387,109)	761,684	3,576,172	5,209,222	567,826	10,841,336
-	-	-	-	-	36,100
4,386,740	-	-	-	2,928,851	29,442,201
-	(19,185,612)	-	-	(2,934,764)	(34,373,146)
4,386,740	(19,185,612)	-	-	(5,913)	(4,894,845)
(369)	(18,423,928)	3,576,172	5,209,222	561,913	5,946,491
15,092,435	21,876,404	-	15,613,622	5,678,762	60,654,224
-	-	-	590,212	-	1,795,780
15,092,435	21,876,404	-	16,203,834	5,678,762	62,450,004
$ 15,092,066	$ 3,452,476	$ 3,576,172	$ 21,413,056	$ 6,240,675	$ 68,396,495

CITY OF STOCKBRIDGE, GEORGIA

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

Amounts reported for governmental activities in the Statement of Activities are different because:		
Net change in fund balances - total governmental funds	$	5,946,491
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay exceeded depreciation and amortization expense in the current period.		1,373,933
The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, and donations) is to decrease net position.		(241,950)
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.		175,740
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.		4,970,264
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		(580,153)
Changes in net position - governmental activities	$	11,644,325

The accompanying notes are an integral part of these financial statements.

CITY OF STOCKBRIDGE, GEORGIA

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	Budget			Variance With
	Original	Final	Actual	Final Budget
Revenues				
Property taxes	$ 7,189,056	$ 6,958,237	$ 7,186,782	$ 228,545
Other taxes	6,993,300	9,254,480	9,497,642	243,162
Licenses and permits	1,478,500	1,561,473	1,561,473	-
Intergovernmental	10,195,512	8,921,296	8,921,296	-
Fines and forfeitures	1,410,000	1,226,939	1,105,257	(121,682)
Charges for services	690,800	794,334	798,535	4,201
Contributions	25,700	28,499	28,499	-
Interest income	1,800	737,371	737,371	-
Other revenues	405,126	251,530	239,166	(12,364)
Total revenues	28,389,794	29,734,159	30,076,021	341,862
Expenditures				
Current:				
General government:				
Mayor and council	581,904	570,715	567,362	3,353
Executive	439,020	448,266	446,866	1,400
City manager	794,655	584,761	521,244	63,517
Financial administration	2,681,792	2,357,565	2,395,745	(38,180)
Business services	261,723	246,134	243,833	2,301
Data processing	891,286	1,009,048	989,470	19,578
Building and plant	1,073,708	1,096,533	1,098,918	(2,385)
Human resources	981,003	1,502,812	1,508,000	(5,188)
Total general government	7,705,091	7,815,834	7,771,438	44,396
Judicial:				
Municipal court	766,406	840,279	837,449	2,830
Public safety:				
Police administration	8,867,557	8,458,708	8,884,845	(426,137)
Public works:				
Public works	4,235,046	4,051,228	4,653,088	(601,860)
Parks	221,000	211,960	210,261	1,699
Total public works	4,456,046	4,263,188	4,863,349	(600,161)
Culture and recreation:				
Community Center	-	-	328	(328)
Total culture and recreation	-	-	328	(328)
Housing and development:				
Main street	243,059	190,044	188,912	1,132
Planning and zoning	1,386,893	1,000,102	997,208	2,894
Permitting development	670,259	663,062	661,381	1,681
City events	670,000	762,256	758,255	4,001
Total housing and development	2,970,211	2,615,464	2,605,756	9,708
Debt service:				
Principal	-	-	30,264	(30,264)
Interest	-	-	11,135	(11,135)
Total debt service	-	-	41,399	(41,399)
Total expenditures	24,765,311	23,993,473	25,004,564	(1,011,091)
Excess of revenues over expenditures	3,624,483	5,740,686	5,071,457	(669,229)
Other financing sources (uses)				
Proceeds from sale of assets	634,517	444,020	36,100	(407,920)
Transfers in	215,000	750,852	22,126,610	21,375,758
Transfers out	(4,525,000)	(6,935,558)	(12,246,536)	(5,310,978)
Total other financing sources (uses), net	(3,675,483)	(5,740,686)	9,916,174	15,656,860
Net change in fund balances	(51,000)	-	14,987,631	14,987,631
Fund balances, beginning of year, as previously reported	1,920,655	1,920,655	1,920,655	-
Restatement - error correction	1,005,568	1,005,568	1,005,568	-
Fund balances, beginning of year, as restated	2,926,223	2,926,223	2,926,223	-
Fund balances, end of year	$ 2,875,223	$ 2,926,223	$ 17,913,854	$ 14,987,631

The accompanying notes are an integral part of these financial statements.

CITY OF STOCKBRIDGE, GEORGIA

ARPA FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	Budget Original/Final	Actual	Variance With Final Budget
Revenues			
Intergovernmental	$ 961,395	$ 961,895	$ 500
Total revenues	961,395	961,895	500
Expenditures			
Current:			
General government:			
Financial administration	26,000	-	26,000
Total general government	26,000	-	26,000
Housing and development:			
City events	850,574	851,072	(498)
Total housing and development	850,574	851,072	(498)
Capital outlay:			
Public safety	500	-	500
Public works	110,823	110,823	-
Total capital outlay	111,323	110,823	500
Total expenditures	987,897	961,895	26,002
Deficiency of revenues under expenditures	(26,502)	-	26,502
Other financing sources			
Transfers in	26,502	-	(26,502)
Total other financing sources	26,502	-	(26,502)
Net change in fund balances	-	-	-
Fund balances, beginning of year	-	-	-
Fund balances, end of year	$ -	$ -	$ -

The accompanying notes are an integral part of these financial statements.

CITY OF STOCKBRIDGE, GEORGIA

GRANTS FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	Budget Original/Final	Actual	Variance With Final Budget
Revenues			
Intergovernmental	$ 1,709,887	$ 1,509,886	$ (200,001)
Other revenues	219,755	-	(219,755)
Total revenues	1,929,642	1,509,886	(419,756)
Expenditures			
Current:			
Public safety	1,248,643	786,803	461,840
Public works	680,999	680,999	-
Total expenditures	1,929,642	1,467,802	461,840
Excess of revenues over expenditures	-	42,084	42,084
Other financing uses			
Transfers out	-	(6,234)	(6,234)
Total other financing uses	-	(6,234)	(6,234)
Net change in fund balances	-	35,850	(35,850)
Fund balance, beginning of year, as previously reported	472,346	472,346	-
Restatement - error correction	200,000	200,000	-
Fund balance, beginning of year, as restated	672,346	672,346	-
Fund balance, end of year	$ 672,346	$ 708,196	$ (35,850)

The accompanying notes are an integral part of these financial statements.

CITY OF STOCKBRIDGE, GEORGIA

STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2025

	Water and Sewer Fund	Solid Waste Fund	Amphitheater Fund	Nonmajor Enterprise Funds	Total
ASSETS					
CURRENT ASSETS					
Cash and cash equivalents	$ 1,699,442	$ 4,148,533	$ 1,253,409	$ 1,754,995	$ 8,856,379
Investments	58,000	-	-	-	58,000
Accounts receivable, net of allowances	540,161	143,757	-	367,421	1,051,339
Due from other governments	11,768	25,302	-	26,273	63,343
Due from other funds	-	-	594,659	917,011	1,511,670
Inventories	70,061	-	-	-	70,061
Prepaid expenses	54,421	-	2,400	2,240	59,061
Total current assets	2,433,853	4,317,592	1,850,468	3,067,940	11,669,853
NON-CURRENT ASSETS					
Capital assets:					
Capital assets, non-depreciable	1,880,406	-	-	28,641	1,909,047
Capital assets, depreciable, net of accumulated depreciation	23,332,630	19,872	19,842,041	3,710,209	46,904,752
Total capital assets	25,213,036	19,872	19,842,041	3,738,850	48,813,799
Total assets	27,646,889	4,337,464	21,692,509	6,806,790	60,483,652
DEFERRED OUTFLOWS OF RESOURCES					
Pension	310,458	27,371	-	291,450	629,279
Total deferred outflows of resources	310,458	27,371	-	291,450	629,279
LIABILITIES					
CURRENT LIABILITIES					
Accounts payable	96,698	216,535	133,277	19,038	465,548
Retainage payable	123,380	-	-	-	123,380
Accrued liabilities	32,428	1,623	-	23,799	57,850
Unearned revenue	-	2,581,297	-	-	2,581,297
Compensated absences due within one year	17,720	1,621	-	26,062	45,403
Customer deposits	195,464	-	-	36,220	231,684
Total current liabilities	465,690	2,801,076	133,277	105,119	3,505,162
NON-CURRENT LIABILITIES					
Compensated absences due in more than one year	70,882	6,485	-	104,246	181,613
Net pension liability	568,244	50,098	-	533,454	1,151,796
Total non-current liabilities	639,126	56,583	-	637,700	1,333,409
Total liabilities	1,104,816	2,857,659	133,277	742,819	4,838,571
NET POSITION					
Net investment in capital assets	25,089,656	19,872	19,842,041	3,738,850	48,690,419
Unrestricted	1,762,875	1,487,304	1,717,191	2,616,571	7,583,941
Total net position	$ 26,852,531	$ 1,507,176	$ 21,559,232	$ 6,355,421	$ 56,274,360

The accompanying notes are an integral part of these financial statements.

CITY OF STOCKBRIDGE, GEORGIA

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	Water and Sewer Fund	Solid Waste Fund	Amphitheater Fund	Nonmajor Enterprise Funds	Total
OPERATING REVENUES					
Charges for services:					
Water sales	$ 3,126,465	$ -	$ -	$ -	$ 3,126,465
Sewer sales	2,299,920	-	-	-	2,299,920
Ticket sales	-	-	1,204,257	-	1,204,257
Concession sales	-	-	7,651	-	7,651
Stormwater fees	-	-	-	1,421,306	1,421,306
Sanitation charges	-	2,833,905	-	-	2,833,905
Sponsorships	-	-	379,000	-	379,000
Rentals	-	97,677	-	161,877	259,554
Rents and royalties	-	-	42,875	-	42,875
Other fees and charges	84,076	-	76	-	84,152
Total operating revenues	5,510,461	2,931,582	1,633,859	1,583,183	11,659,085
OPERATING EXPENSES					
Personnel services and employee benefits	1,633,110	104,886	-	1,284,786	3,022,782
Contracted services	698,390	2,408,016	3,329,668	118,532	6,554,606
Supplies	2,003,286	3,279	-	129,945	2,136,510
Repairs and maintenance	33,938	-	-	133,509	167,447
Bad debt expense	25,349	-	-	-	25,349
Depreciation	1,284,577	14,973	632,669	241,888	2,174,107
Total operating expenses	5,678,650	2,531,154	3,962,337	1,908,660	14,080,801
Operating income (loss)	(168,189)	400,428	(2,328,478)	(325,477)	(2,421,716)
NON-OPERATING EXPENSE					
Interest income	1	-	-	-	1
Interest expense	(27,707)	-	-	-	(27,707)
Total non-operating expenses	(27,706)	-	-	-	(27,706)
Income (loss) before capital contributions and transfers	(195,895)	400,428	(2,328,478)	(325,477)	(2,449,422)
CAPITAL CONTRIBUTIONS	193,560	-	-	48,390	241,950
TRANSFERS IN	765,000	-	3,600,000	565,945	4,930,945
Change in net position	762,665	400,428	1,271,522	288,858	2,723,473
NET POSITION, beginning of year, as previously reported	25,695,918	1,106,748	20,287,710	5,905,750	52,996,126
Restatement - error correction	393,948	-	-	160,813	554,761
NET POSITION, beginning of year, as restated	26,089,866	1,106,748	20,287,710	6,066,563	53,550,887
NET POSITION, end of year	$ 26,852,531	$ 1,507,176	$ 21,559,232	$ 6,355,421	$ 56,274,360

The accompanying notes are an integral part of these financial statements.

CITY OF STOCKBRIDGE, GEORGIA

STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	Water and Sewer Fund	Solid Waste Fund	Amphitheater Fund	Nonmajor Enterprise Funds	Totals
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts from customers	$ 5,551,433	$ 2,829,115	$ 1,633,859	$ 1,541,999	$ 11,556,406
Payments to suppliers and service providers	(2,804,119)	(2,414,830)	(3,824,392)	(1,291,210)	(10,334,551)
Payments to employees	(1,557,037)	(96,061)	-	(1,180,051)	(2,833,149)
Net cash provided by (used in) operating activities	1,190,277	318,224	(2,190,533)	(929,262)	(1,611,294)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES					
Transfers from other funds	765,000	-	3,600,000	565,945	4,930,945
Net cash provided by non-capital financing activities	765,000	-	3,600,000	565,945	4,930,945
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Purchase of property and equipment	(1,344,327)	-	(212,850)	(34,980)	(1,592,157)
Principal payments on notes payable	(823,674)	-	-	-	(823,674)
Interest paid	(27,707)	-	-	-	(27,707)
Net cash used in capital and related financing activities	(2,195,708)	-	(212,850)	(34,980)	(2,443,538)
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest on investments	1	-	-	-	1
Net cash provided by investing activities	1	-	-	-	1
Increase (decrease) in cash and cash equivalents	(240,430)	318,224	1,196,617	(398,297)	876,114
Cash and cash equivalents:					
Beginning of year	1,939,872	3,830,309	56,792	2,153,292	7,980,265
End of year	$ 1,699,442	$ 4,148,533	$ 1,253,409	$ 1,754,995	$ 8,856,379

(Continued)

CITY OF STOCKBRIDGE, GEORGIA

STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	Water and Sewer Fund	Solid Waste Fund	Amphitheater Fund	Nonmajor Enterprise Funds	Total
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES					
Operating income (loss)	$ (168,189)	$ 400,428	$ (2,328,478)	$ (325,477)	$ (2,421,716)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:					
Depreciation	1,284,577	14,973	632,669	241,888	2,174,107
Decrease (increase) in accounts receivable	9,469	11,931	-	(29,474)	(8,074)
Decrease in inventories	48,593	-	-	-	48,593
Decrease in prepaid expenses	9,072	-	1,952	459	11,483
Decrease (increase) in due from other governments	2,199	(14,017)	-	(18,097)	(29,915)
Increase in due from other funds	-	-	(594,659)	-	(594,659)
Increase in deferred outflows of resources - pension	(102,184)	(9,009)	-	(95,927)	(207,120)
Increase in customer deposits	29,304	-	-	6,387	35,691
(Decrease) in due to other funds	-	-	(104)	(917,011)	(917,115)
Increase in accrued liabilities	21,968	4,055	-	53,941	79,964
Increase (decrease) in accounts payable	(224,201)	(3,535)	98,087	7,328	(122,321)
Increase in retainage payable	123,380	-	-	-	123,380
(Decrease) in unearned revenue	-	(100,381)	-	-	(100,381)
(Decrease) in deferred inflows of resources - pension	(43,452)	(3,831)	-	(40,791)	(88,074)
Increase in net pension liability	199,741	17,610	-	187,512	404,863
Net cash provided by (used in) operating activities	$ 1,190,277	$ 318,224	$ (2,190,533)	$ (929,262)	$ (1,611,294)
SCHEDULE OF NON-CASH CAPITAL AND RELATED FINANCING ACTIVITIES					
Contributions of capital assets from other funds	$ 193,560	$ -	$ -	$ 48,390	$ 241,950
Net non-cash flows from capital and related financing activities	$ 193,560	$ -	$ -	$ 48,390	$ 241,950

The accompanying notes are an integral part of these financial statements.

CITY OF STOCKBRIDGE, GEORGIA

STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUND
DECEMBER 31, 2025

	Property and Evidence Fund
ASSETS	
Cash	$ 70,321
Total assets	70,321
NET POSITION	
Restricted for organizations and other governments	$ 70,321

The accompanying notes are an integral part of these financial statements.

CITY OF STOCKBRIDGE, GEORGIA

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUND
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	Property and Evidence Fund
ADDITIONS	
Fines and forfeitures collected	$ 14,358
DEDUCTIONS	
Fines and forfeitures disbursed	79,080
Change in net position	(64,722)
NET POSITION	
Beginning of year	135,043
End of year	$ 70,321

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Stockbridge, Georgia (the "City") have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") as applied to governments. The Governmental Accounting Standards Board ("GASB") is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

A. Reporting Entity

The City was incorporated in 1920 and is located in the northern part of Henry County about 18 miles south of Atlanta. The City provides a full range of services to approximately 36,331 residents. These services are provided in whole by the City or through contractual agreements with Henry County. These services include public safety, community development, highways and streets, water and sewer, sanitation, parks, public works, planning and zoning, and general administrative services.

In 2013, the City adopted the provisions of GASB Statement No. 61, *The Financial Reporting Entity: Omnibus – an amendment to GASB Nos. 14 and 34*, which defines the reporting entity for determining which potential component units should be included in the primary government's financial statements. Inclusion is based on financial accountability or the fact that exclusion would make the financial statements misleading or incomplete. The criterion for determining financial accountability includes appointing a voting majority of an organization's governing body and: 1) the ability of the City to impose its will on that organization, or 2) the potential for the organization to provide specific financial benefits or to impose specific financial burdens on the City. In addition to the above criteria, GASB Statement No. 61 added that if the primary government is expected to repay substantially all of the component unit's debt, then the component unit should be blended.

Blended Component Units - Blended component units, although legally separate entities, are, in substance, part of the government's operations.

The City of Stockbridge Urban Redevelopment Agency (the "URA") was created by the City's elected officials to provide for the issuance of bonds to finance the construction of the Town Center facilities including City Hall. The City Council appoints the majority of the URA board members, and the URA's debt is expected to be repaid almost entirely from the resources of the City. Although legally separate, the URA is blended as a governmental fund into the primary government. Separate financial statements for the URA are not issued.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Government-wide and Fund Financial Statements

The City of Stockbridge Public Facilities Authority (the "PFA") was created by the City's elected officials to provide for the issuance of bonds to finance the construction of the Amphitheater and Cultural Arts Center, to fund the Trails Project, and to fund purchase of police equipment. The City Council appoints the majority of the PFA board members, and the PFA's debt is expected to be repaid almost entirely from the resources of the City. Although legally separate, the PFA is blended as a governmental fund into the primary government. Separate financial statements for the PFA are not issued.

The City of Stockbridge Downtown Development Authority (the "DDA") exists to encourage growth and redevelopment of the Stockbridge, Georgia central business district. The City Council appoints the majority of the DDA board members, and the DDA's debt is expected to be repaid almost entirely from the resources of the City. Although legally separate, the DDA is blended as a nonmajor governmental fund into the primary government. Separate financial statements for the DDA are not issued.

The City of Stockbridge City-wide Development Authority (the "CDA") exists to stimulate economic and quality growth throughout the entire city of Stockbridge, Georgia. The City Council appoints the majority of the CDA board members, and the CDA's debt is expected to be repaid almost entirely from the resources of the City. Although legally separate, the CDA is blended as a nonmajor governmental fund into the primary government. Separate financial statements for the CDA are not issued.

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the non-fiduciary activities of the government. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to those who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual Enterprise Funds are reported as separate columns in the fund financial statements.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting and Basis of Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. Capital asset acquisitions, including entering into contracts giving the City the right to use leased assets, are reported as expenditures in governmental funds. Proceeds of general long-term liabilities and acquisitions under financed purchases and leases are reported as other financing sources. Issuance of long-term debt and financing through leases are reported as other financing sources.

Property taxes, intergovernmental grants and investment income associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

Substantially all governmental fund revenues are accrued. In applying GASB Statement No. 33 to grant revenues, the provider recognizes liabilities and expenses, and the recipient recognizes receivables and revenues when the applicable eligibility requirements, including time requirements, are met. Resources transmitted before the eligibility requirements are met, are reported as advances by the provider and unearned revenue by the recipient.

The format of the fund financial statements has been modified by GASB Statement No. 34. Major individual governmental funds and major individual Enterprise Funds are reported as separate columns in the fund financial statements. GASB Statement No. 34 also requires, as Required Supplementary Information (“RSI”), the Management’s Discussion and Analysis (“MD&A”) which includes an analytical overview of the City’s financial activity.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting and Basis of Presentation (Continued)

The City reports the following major governmental funds:

The ***General Fund*** is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The ***American Rescue Plan Act ("ARPA") Fund*** is used for accounting for the financial resources provided and subsequently expended from the ARPA grant received from the federal government.

The ***Grants Fund*** accounts for various intergovernmental revenues received and expended.

The ***Public Facilities Authority ("PFA")*** accounts for capital expenditures. Funding is provided by bonds issued in fiscal year 2021.

The ***Special Purpose Local Option Sales Tax ("SPLOST") V Fund*** accounts for capital expenditures. Funding is provided by special purpose sales taxes, which are collected by Henry County and remitted to the City through an intergovernmental agreement.

The ***Special Purpose Local Option Sales Tax ("SPLOST") VI Fund*** accounts for capital expenditures. Funding is provided by special purpose sales taxes, which are collected by Henry County and remitted to the City through an intergovernmental agreement.

The ***Transportation Special Purpose Local Option Sales Tax ("TSPLOST") Fund*** accounts for capital expenditures. Funding is provided by special purpose sales taxes, which are collected by Henry County and remitted to the City through an intergovernmental agreement.

The City reports the following major proprietary funds:

The ***Water and Sewer Fund*** accounts for the operation of the water and sewerage system including all revenues from sources applicable to these operations and all expenses of the operation.

The ***Solid Waste Fund*** accounts for revenues generated from the charges for sanitation and recycling services provided to the residential and commercial users of the City.

The ***Amphitheater Fund*** accounts for activities related to the Amphitheater.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting and Basis of Presentation (Continued)

The ***Property and Evidence Fund*** accounts for money collected and disbursed by the City on behalf of other governments, organizations, and individuals, such as fines and forfeitures. A liability is recorded when an event compels a government to disburse fiduciary resources. This fund meets the criteria under GASB Statement No. 84 to be reported as a Custodial Fund.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's water and sewer function and the other functions of the government. Elimination of these charges would distort the direct costs reported for the various functions concerned.

Proprietary funds distinguish *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise funds are charges for goods and services provided. Operating expenses of the enterprise funds include the cost of these goods and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

D. Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

E. Cash and Investments

Cash includes amounts in demand deposits as well as short-term investments with a maturity date within three months of the date acquired by the City. For purposes of the Statement of Cash Flows, the Enterprise Funds consider all highly liquid investments (including restricted assets) with a maturity date of three months or less when purchased to be cash equivalents.

The City's investments consist of Certificates of Deposit with a maturity date greater than three months from the date of purchase. For reporting purposes, all investments are recorded at fair value.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Cash and Investments (Continued)

State statutes authorize the City to invest in: obligations of the United States, the State of Georgia and other political subdivisions of the State of Georgia, and other states; prime bankers' acceptances; repurchase agreements; and the Georgia Fund 1.

The City's policy is to hold investments to maturity.

In applying GASB Statement No. 72, the City utilized the following methods and assumptions as of December 31, 2025:

1. Fair value is based on quoted market prices as of the valuation date; and
2. The investment portfolio did not hold investments in any of the following: a) items required to be reported at amortized costs; b) items subject to involuntary participation in an external pool; and c) items associated with a fund other than the fund to which the income is assigned.

F. Inventories

Inventories are valued at cost, which approximates market, using the first in/first out ("FIFO") method. The consumption method is used to account for inventories. Under the consumption method, inventory items are recognized as expenditures when used.

G. Prepaid Expenditures/Expenses

Prepaid items are accounted for using the consumption method. A prepaid item is recognized when a cash expenditure/expense is made for goods or services that were purchased for consumption, but not consumed as of December 31, 2025.

H. Deferred Outflows/Inflows

In addition to assets, the Statement of Net Position will sometimes report a separate section for *deferred outflows of resources*. This separate financial statement element represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has three items that qualify for reporting in this category. These three items relate to the City's defined benefit pension plan. The pension experience differences, the pension investment earnings difference, and the contributions made subsequent to the measurement date are deferred and recognized as pension expense in future years.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Deferred Outflows/Inflows (Continued)

In addition to liabilities, the Statement of Net Position and/or the Governmental Funds Balance Sheet will sometimes report a separate section for *deferred inflows of resources*. This separate financial statement element represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has one item that qualifies for reporting in this category. This item, unavailable revenue, arises only under the modified accrual basis of accounting, and is reported only in the Governmental Funds Balance Sheet. The governmental funds report unavailable revenue for property taxes, court fines, and grants, and these amounts are deferred and will be recognized as an inflow of resources in the period in which the amounts become available.

I. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Stockbridge Retirement Plan (the “Plan”) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

J. Capital Assets

General capital assets are capital assets which are associated with and generally arise from governmental activities. They generally result from expenditures in governmental funds. General capital assets are reported in the governmental activities’ column of the government-wide Statement of Net Position but are not reported in the fund financial statements. Capital assets utilized by the proprietary funds are reported both in the business-type activities column of the government-wide Statement of Net Position and in respective funds.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

J. Capital Assets (Continued)

Capital assets purchased or acquired with an original cost of $5,000 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at acquisition value. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on capital assets and amortization on right to use lease assets is provided on the straight-line basis over the following estimated useful lives:

Asset	Years
Building and improvements	30 – 50
Improvements other than buildings	25 – 50
Furniture and fixtures	10 – 20
Vehicles	5 – 10
Machinery and equipment	5 – 10
Office equipment	5 – 10

The City only reports infrastructure assets purchased subsequent to December 31, 2003.

K. Compensated Absences

In 2017, the City switched from using a Paid Time Off (“PTO”) system to a compensated absences system. Under the compensated absences system, the City accrues accumulated unpaid vacation and sick benefits. Annual leave will be paid to employees upon separation from service when earned (or estimated to be earned) by the employee. The non-current portion (the amount estimated to be used in subsequent fiscal years) for governmental funds is maintained separately and represents a reconciling item between the fund and government-wide presentations. In accordance with the provisions of GASB Statement No. 101, the City also accrues an estimate of sick time to be used by employees as paid time off in the future.

L. Accrued Liabilities and Long-Term Obligations

All payables, accrued liabilities, and long-term obligations are reported in the government-wide financial statements. All payables, accrued liabilities, and long-term obligations payable from proprietary funds are reported on the proprietary fund financial statements.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

L. Accrued Liabilities and Long-Term Obligations (Continued)

In general, governmental fund payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current financial resources and are reported as obligations of the funds. However, claims and judgments and compensated absences that will be paid from governmental funds are reported as liabilities in the fund financial statements only to the extent that they are due for payment during the current year. Long-term loans are recognized as a liability on the governmental fund financial statements when due.

M. Leases

Lessee. The City is a lessee for noncancellable leases of equipment. The City recognizes a lease liability and an intangible right-to-use lease asset in the government-wide financial statements. At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines: 1) the discount rate it uses to discount the expected lease payments to present value, 2) lease term, and 3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period for the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option prices that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affected the amount of the lease liability.

Lease assets are reported with capital assets and lease liabilities are reported with non-current liabilities on the Statement of Net Position.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

N. Interfund Activity

Interfund activity is reported as either loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be market or near market rates, are treated as revenues and expenditures/expenses and are not eliminated in the process of consolidation. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental funds are netted as part of the reconciliation to the government-wide financial statements. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

O. Budgets and Budgetary Accounting

The City adopts project length budgets for the SPLOST Capital Projects Funds, the Public Facilities Authority Fund, the City-wide Capital Projects Fund, the TSPLOST Fund, and the State and Federal Grants Fund. The City adopts an annual budget for the ARPA Fund, Hotel/Motel Fund, Grants Fund, Burke Cemetery Fund, the Downtown Development Fund, the Urban Redevelopment Fund, City-wide Development Fund, and the Impact Fee Fund. The City is required by state law to adopt annual budgets for the General Fund and its Special Revenue Funds (ARPA Fund, Hotel/Motel Tax Fund, and Grants Fund). A budget was not required for the Confiscated Assets Fund. Public hearings are conducted to obtain taxpayer comments. The operating budget includes proposed expenditures and the means of financing them. The budget is legally enacted by the passage of an ordinance. Any revisions that alter the total expenditures of any department must be approved by City Council. Formal budgetary integration is employed as a management control device during the year.

Governmental fund type budgets are adopted on a basis consistent with GAAP at the legal level of budgetary control which is the department level. Expenditures may not exceed the appropriations within a fund. Budgets, as reported in the financial statements, are as amended in December 2025. All annual appropriations lapse at year-end.

For the year ended December 31, 2025, the following General Fund departments had actual expenditures in excess of budgeted amounts: Financial administration $38,180, Building and plant $2,385, Human resources $5,188, Police administration $426,137, Public works $601,860, Community center $328, and Debt service $41,399. The ARPA Fund had actual expenditures in excess of budget amounts for City events in the amount of $498. The City-wide Development Fund had actual expenditures in excess of budget amount for General government in the amount of $17,988. The Downtown Development Fund had actual expenditures in excess of budget amounts for Housing and development in the amount of $40,877. These over expenditures were covered by under expenditures in other departments.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

P. Fund Balance and Fund Net Position

Fund Balance – Generally, fund balance represents the difference between the assets and deferred outflows, and liabilities and deferred inflows under the current financial resources measurement focus of accounting. In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Fund balances are classified as follows:

- ***Nonspendable*** – Fund balances are reported as nonspendable when amounts cannot be spent because they are either: a) not in spendable form (i.e., items that are not expected to be converted to cash), or b) legally or contractually required to be maintained intact.

- ***Restricted*** – Fund balances are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

- ***Committed*** – Fund balances are reported as committed when they can be used only for specific purposes pursuant to constraints imposed by formal action of the City Council. The action to commit funds must occur prior to fiscal year-end, to report such commitments in the balance sheet of the respective period, even though the amount may be determined subsequent to fiscal year-end. Only the City Council may modify or remove the commitment.

- ***Assigned*** – Fund balances are reported as assigned when amounts are constrained by the City's intent to be used for specific purposes but are neither restricted nor committed. Through resolution, the City Council has authorized the Treasurer and his designee to assign fund balances. Assignments may occur subsequent to fiscal year-end.

- ***Unassigned*** – Fund balances are reported as unassigned when the balances do not meet any of the above criterion. The City reports positive unassigned fund balances only in the General Fund. All funds may report negative unassigned fund balances.

Flow Assumptions – When both restricted and unrestricted amounts of fund balances are available for use for expenditures incurred, it is the City's policy to use restricted amounts first and then unrestricted amounts as they are needed. For unrestricted amounts of fund balances, it is the City's policy to use fund balances in the following order: 1) committed; 2) assigned; and 3) unassigned.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

P. Fund Balance and Fund Net Position (Continued)

Net Position – Net position represents the difference between assets and deferred outflows, and liabilities and deferred inflows in reporting which utilizes the economic resources measurement focus. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used (i.e., the amount that the City has spent) for the acquisition, construction or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use either through constitutional provisions or enabling legislation or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

The City applies restricted resources first when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

NOTE 2. RECONCILIATION OF GOVERNMENT-WIDE FINANCIAL STATEMENTS AND FUND FINANCIAL STATEMENTS

A. Explanation of Certain Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

The Governmental Funds Balance Sheet includes a reconciliation between *fund balances – total governmental funds* and *net position – governmental activities* as reported in the government-wide Statement of Net Position. One element of that reconciliation explains that "Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds." The details of this difference are as follows:

Accrued interest payable	$ (238,244)
Compensated absences payable	(1,226,444)
Bonds payable	(17,445,000)
Leases	(137,222)
Net adjustment to reduce *fund balances - total governmental funds* to arrive at *net position - governmental activities*	$ (19,046,910)

Another element of that reconciliation explains that "the net pension liability and related deferred outflows and inflows of resources are not financial resources and, therefore, are not reported in the governmental funds." The details of this difference are as follows:

Deferred outflows of resources - pension	$ 2,116,762
Net pension liability	(3,874,391)
Net adjustment to reduce *fund balances - total governmental funds* to arrive at *net position - governmental activities*	$ (1,757,629)

NOTE 2. RECONCILIATION OF GOVERNMENT-WIDE FINANCIAL STATEMENTS AND FUND FINANCIAL STATEMENTS (CONTINUED)

B. Explanation of Certain Differences Between the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances and the Government-wide Statement of Activities

The governmental fund Statement of Revenues, Expenditures and Changes in Fund Balances includes a reconciliation between *net changes in fund balances – total governmental funds* and *changes in net position of governmental activities* as reported in the government-wide Statement of Activities. One element of that reconciliation explains that "Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their useful lives and reported as depreciation expense." The details of this difference are as follows:

Capital outlay	$ 3,802,330
Depreciation and amortization expense	(2,428,397)
Net adjustment to increase *net changes in fund balances - total governmental funds* to arrive at *changes in net position of governmental activities*	$ 1,373,933

Another element of that reconciliation states that "The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position." The details of this difference are as follows:

Principal payments: bonds payable	$ 4,940,000
Principal payments: leases	30,264
Net adjustment to increase *net changes in fund balances - total governmental funds* to arrive at *changes in net position of governmental activities*	$ 4,970,264

Another element of that reconciliation states that "Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds." The details of this difference are as follows:

Compensated absences	$ (264,869)
Pension expense	(360,720)
Accrued interest	45,436
Net adjustment to decrease *net changes in fund balances - total governmental funds* to arrive at *changes in net position of governmental activities*	$ (580,153)

NOTE 3. CASH AND INVESTMENTS

Credit Risk. State statutes authorize the City to invest in: obligations of the United States, the State of Georgia and other political subdivisions of the State of Georgia, and other states; prime bankers' acceptances; repurchase agreements; and Georgia Fund 1.

Interest Rate Risk. The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Custodial Credit Risk – Deposits. Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. State statutes require all deposits and investments (other than federal or state government instruments) to be collateralized by depository insurance, obligations of the U.S. government, or bonds of public authorities, counties, or municipalities. As of December 31, 2025, all of the deposits for the City were fully collateralized in accordance with the state statutes.

Fair Value Measurements. The City categorizes its fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. Georgia Fund 1 is an investment pool which does not meet the criteria of GASB Statement No. 79 and is thus valued at fair value in accordance with GASB Statement No. 31. As a result, the City does not disclose the investment in Georgia Fund 1 within the fair value hierarchy. Additionally, the City's Certificates of Deposit are nonnegotiable and, therefore, are not subject to fair value hierarchy.

Investments. The City's financial policies authorize investment in any securities approved by the State of Georgia for local governments. Authorized investments include Certificates of Deposit, repurchase agreements, direct and agency obligations of the United States, obligations of the State of Georgia, pooled investment programs of the State of Georgia, and no-load mutual funds of direct obligations of the United States.

At December 31, 2025, the City had the following investments:

Investment	Maturities	Fair Value
Certificate of Deposit	August 19, 2029	$ 14,419
Certificate of Deposit	June 30, 2026	58,000
		$ 72,419

NOTE 4. PROPERTY TAXES

Property taxes attached as an enforceable lien on property as of January 1, 2025. The City, when applicable, obtains the services of Henry County to bill and collect the City's property taxes. Henry County remits taxes collected to the City on a bi-monthly basis. Property taxes were levied on August 19, 2025, billed on September 26, 2025, and payable on or before December 1, 2025. The lien date on unpaid taxes is June 1, 2026. Property taxes levied for 2025 are recorded as receivables, net of estimated uncollectible property taxes. Net receivables estimated to be collectible subsequent to March 1, 2026, are recorded as revenue when received. A local option sales tax is in force. Proceeds from the tax are remitted to the City monthly and are utilized to give property tax owners tax relief.

NOTE 5. RECEIVABLES

Receivables at December 31, 2025 for the City's individual major funds and nonmajor funds in the aggregate, including the applicable allowances for uncollectible accounts are as follows:

Governmental Funds

	General	Grants Fund	SPLOST VI Fund	TSPLOST Fund	Nonmajor Governmental Funds	Total
Receivables:						
Intergovernmental	$ 796,413	$ 716,296	$ -	$ -	$ -	$ 1,512,709
Taxes	2,551,655	-	638,973	617,846	2,580	3,811,054
Accounts	314,263	-	-	-	153,249	467,512
Gross receivables	3,662,331	716,296	638,973	617,846	155,829	5,791,275
Less allowance for uncollectibles	(145,184)	-	-	-	-	(145,184)
Net total receivables	$ 3,517,147	$ 716,296	$ 638,973	$ 617,846	$ 155,829	$ 5,646,091

Proprietary Funds

	Water and Sewer	Solid Waste	Nonmajor Enterprise Funds	Total
Receivables:				
Intergovernmental	$ 11,768	$ 25,302	$ 26,273	$ 63,343
Accounts	553,482	143,757	367,421	1,064,660
Gross receivables	565,250	169,059	393,694	1,128,003
Less allowance for uncollectibles	(13,321)	-	-	(13,321)
Net total receivables	$ 551,929	$ 169,059	$ 393,694	$ 1,114,682

NOTE 6. CAPITAL ASSETS

Capital asset activity for the fiscal year ended December 31, 2025 is as follows:

	Beginning Balance	Increases	Decreases	Transfers	Ending Balance
Governmental activities:					
Capital assets, not being depreciated:					
Land	$ 11,587,728	$ -	$ -	$ -	$ 11,587,728
Construction in progress	4,719,224	2,780,166	-	-	7,499,390
Total	16,306,952	2,780,166	-	-	19,087,118
Capital assets, being depreciated:					
Buildings and improvements	30,652,641	-	-	-	30,652,641
Improvements other than buildings	5,319,497	-	-	-	5,319,497
Infrastructure	9,608,833	-	-	-	9,608,833
Machinery and equipment	2,326,264	223,391	-	-	2,549,655
Office equipment	1,574,168	-	-	-	1,574,168
Vehicles	5,271,576	798,773	-	(241,950)	5,828,399
Furniture and fixtures	1,370,113	-	-	-	1,370,113
Lease office equipment	173,361	-	-	-	173,361
Total	56,296,453	1,022,164	-	(241,950)	57,076,667
Less accumulated depreciation and amortization for:					
Buildings and improvements	(9,998,871)	(864,349)	-	-	(10,863,220)
Improvements other than buildings	(2,573,360)	(240,508)	-	-	(2,813,868)
Infrastructure	(3,187,954)	(214,071)	-	-	(3,402,025)
Machinery and equipment	(1,655,932)	(139,465)	-	-	(1,795,397)
Office equipment	(1,268,976)	(80,723)	-	-	(1,349,699)
Vehicles	(2,833,162)	(821,458)	-	-	(3,654,620)
Furniture and fixtures	(1,152,922)	(33,719)	-	-	(1,186,641)
Lease office equipment	(5,684)	(34,104)	-	-	(39,788)
Total	(22,676,861)	(2,428,397)	-	-	(25,105,258)
Total capital assets, being depreciated and amortized, net	33,619,592	(1,406,233)	-	(241,950)	31,971,409
Governmental activities capital assets	$ 49,926,544	$ 1,373,933	$ -	$ (241,950)	$ 51,058,527

The beginning capital asset balance for governmental activities has been restated as of December 31, 2024. Refer to Note 15, Restatement of Errors in Prior Year Reporting, for a detailed explanation regarding the nature of this error correction.

NOTE 6. CAPITAL ASSETS (CONTINUED)

	Beginning Balance	Increases	Decreases	Transfers	Ending Balance
Business-type activities:					
Capital assets, not being depreciated:					
Land	$ 445,603	$ -	$ -	$ -	$ 445,603
Construction in progress	119,117	1,344,327	-	-	1,463,444
Total	564,720	1,344,327	-	-	1,909,047
Capital assets, being depreciated:					
Buildings and improvements	42,167,894	212,850	-	-	42,380,744
Improvements other than buildings	17,523,414	-	-	-	17,523,414
Infrastructure	1,575,109	-	-	-	1,575,109
Vehicles	2,402,548	-	-	241,950	2,644,498
Furniture and fixtures	635,928	-	-	-	635,928
Machinery and equipment	5,819,084	34,980	-	-	5,854,064
Total	70,123,977	247,830	-	241,950	70,613,757
Less accumulated depreciation for:					
Buildings and improvements	(10,323,951)	(1,300,648)	-	-	(11,624,599)
Improvements other than buildings	(5,377,869)	(372,280)	-	-	(5,750,149)
Infrastructure	(311,572)	(52,372)	-	-	(363,944)
Vehicles	(2,039,412)	(148,210)	-	-	(2,187,622)
Furniture and fixtures	(487,520)	(22,937)	-	-	(510,457)
Machinery and equipment	(2,994,574)	(277,660)	-	-	(3,272,234)
Total	(21,534,898)	(2,174,107)	-	-	(23,709,005)
Total assets, being depreciated, net	48,589,079	(1,926,277)	-	241,950	46,904,752
Business-type activities capital assets, net	$ 49,153,799	$ (581,950)	$ -	$ 241,950	$ 48,813,799

The beginning capital asset balance for business-type activities has been restated as of December 31, 2024. Refer to Note 15, Restatement of Errors in Prior Year Reporting, for a detailed explanation regarding the nature of this error correction.

NOTE 6. CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged to functions/programs of the City as follows:

Governmental activities:	
General government	$ 735,533
Judicial	90,388
Public safety	843,688
Public works	758,788
Total depreciation expense - governmental activities	$ 2,428,397
Business-type activities:	
Water and sewer	$ 1,284,577
Solid waste	14,973
Stormwater	133,247
Conference center	108,641
Amphitheater	632,669
Total depreciation expense - business-type activities	$ 2,174,107

Net investment in Capital Assets. Net investment in capital assets on the government-wide Statement of Net Position and the major proprietary funds Statement of Net Position as of December 31, 2025 are as follows:

Governmental Activities:	
Capital assets, non-depreciable	$ 19,087,118
Capital assets, depreciable	57,076,667
Accumulated depreciation	(25,105,258)
Lease liability	(137,222)
Bonds payable	(17,445,000)
Unspent proceeds - Public Facilities Authority	15,092,066
Net investment in capital assets, Governmental Activities	$ 48,568,371

NOTE 6. CAPITAL ASSETS (CONTINUED)

Net investment in Capital Assets (Continued).

Business-type Activities:

Capital assets, non-depreciable	$	1,909,047
Capital assets, depreciable		70,613,757
Accumulated depreciation		(23,709,005)
Retainage payable		(123,380)
Net investment in capital assets, Business-type Activities	$	48,690,419

Water and Sewer Fund:

Capital assets, non-depreciable	$	1,880,406
Capital assets, depreciable		40,053,688
Accumulated depreciation		(16,721,058)
Retainage payable		(123,380)
Net investment in capital assets, Water and Sewer Fund	$	25,089,656

Solid Waste Fund:

Capital assets, depreciable	$	468,080
Accumulated depreciation		(448,208)
Net investment in capital assets, Solid Waste Fund	$	19,872

Amphitheater Fund:

Capital assets, depreciable	$	22,837,959
Accumulated depreciation		(2,995,918)
Net investment in capital assets, Amphitheater Fund	$	19,842,041

NOTE 7. LONG-TERM DEBT

Changes in Long-term Debt. The following is a summary of changes in long-term liabilities reported in the government-wide financial statements for the year ended December 31, 2025:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Urban Redevelopment revenue bonds	$ 7,160,000	$ -	$ (890,000)	$ 6,270,000	$ 930,000
Public Facilities Authority revenue bonds	15,225,000	-	(4,050,000)	11,175,000	1,295,000
Accrued compensated absences	961,575	264,869	-	1,226,444	245,289
Net pension liability	2,527,313	1,347,078	-	3,874,391	-
Lease liability	167,486	-	(30,264)	137,222	32,529
Total governmental-type activity long-term debt	$ 26,041,374	$ 1,611,947	$ (4,970,264)	$ 22,683,057	$ 2,502,818
Business-type activities:					
GEFA notes payable	$ 823,674	$ -	$ (823,674)	$ -	$ -
Accrued compensated absences	163,664	63,352	-	227,016	45,403
Net pension liability	746,933	404,863	-	1,151,796	-
Total business-type activity long-term debt	$ 1,734,271	$ 468,215	$ (823,674)	$ 1,378,812	$ 45,403

The City's General Fund is typically used to liquidate all governmental activity long-term liabilities. However, proceeds from any asset sales relative to the Urban Redevelopment Project or Public Facilities Project will be used to liquidate the related revenue bond obligation.

The Water and Sewer Enterprise Fund is used to liquidate all of the business-type activity long-term liabilities.

Urban Redevelopment Revenue Bonds. The City entered into an agreement with a financial institution that provided for the issuance of revenue bonds for the purchase of land and construction of structures and improvements for the New Town Center. Various bond issues were used by the City during the purchase and construction phases. During the year ended December 31, 2025, the City repaid various bond issues in the amount of $890,000. Amounts outstanding at year-end of $6,270,000 reflect total drawdowns to date net of repayments, if any.

NOTE 7. LONG-TERM DEBT (CONTINUED)

Urban Redevelopment Revenue Bonds (Continued). Urban Redevelopment Fund long-term liabilities outstanding at December 31, 2025 are as follows:

Series 2005 B Revenue bonds payable to Capital One Bank, in the total amount of $7,330,000, interest at 4.45%, matures 2/1/31.	$ 1,755,000
Series 2006 A Revenue bonds payable to Capital One Bank, in the total amount of $4,795,000, current interest at 4.58%, matures 2/1/31.	2,645,000
Series 2006 C Revenue bonds payable to Capital One Bank, in the total amount of $5,000,000, current interest at 4.865%, matures 2/1/31.	1,870,000
Total	$ 6,270,000

Annual debt service requirements to maturity for the revenue bonds that have closed are as follows:

Fiscal Year	Principal	Interest	Total
2026	$ 930,000	$ 267,625	$ 1,197,625
2027	975,000	223,719	1,198,719
2028	1,020,000	177,731	1,197,731
2029	1,065,000	129,673	1,194,673
2030	1,115,000	79,423	1,194,423
2031	1,165,000	26,859	1,191,859
Total	$ 6,270,000	$ 905,030	$ 7,175,030

Public Facilities Authority Revenue Bonds. The City entered into an agreement with a financial institution that provided for the issuance of revenue bonds for the purchase of land and equipment for the Amphitheater and Cultural Arts Center, the purchase of buildings for the Cultural Arts Center, and the improvement of trails. Various bond issues were used by the City during the purchase and construction phases. Amounts outstanding at year-end of $11,175,000 reflect total drawdowns to date net of repayments, if any.

NOTE 7. LONG-TERM DEBT (CONTINUED)

Public Facilities Authority Revenue Bonds (Continued). Public Facilities Authority Fund long-term liabilities outstanding at December 31, 2025 are as follows:

Series 2021 C Revenue bonds payable to Truist Bank, in the total amount of $14,865,000, current interest at 2.53%, matures 12/31/2036.	$ 11,175,000
Total	$ 11,175,000

Annual debt service requirements to maturity for the revenue bonds that have closed are as follows:

Fiscal Year	Principal	Interest	Total
2026	$ 1,295,000	$ 266,346	$ 1,561,346
2027	1,325,000	233,203	1,558,203
2028	1,360,000	199,238	1,559,238
2029	820,000	171,661	991,661
2030	845,000	150,598	995,598
2031 – 2035	4,550,000	417,577	4,967,577
2036	980,000	12,397	992,397
Total	$ 11,175,000	$ 1,451,020	$ 12,626,020

Lease Liability. The City enters into lease agreements for periods of five years as lessee for the use of copiers. These leases have an imputed interest rate of 2%.

Principal and interest requirements to maturity for the lease liability as of December 31, 2025 are as follows:

Fiscal Year	Principal	Interest	Total
2026	$ 32,529	$ 8,870	$ 41,399
2027	34,964	6,435	41,399
2028	37,581	3,818	41,399
2029	32,148	1,041	33,189
	$ 137,222	$ 20,164	$ 157,386

NOTE 8. INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

Interfund receivable and payable balances as of December 31, 2025 are as follows:

Receivable Fund	Payable Fund	Amount
General Fund	SPLOST V Fund	$ 19,185,612
General Fund	Nonmajor Governmental Funds	278,116
Grants Fund	General Fund	615,215
Nonmajor Governmental Funds	SPLOST V Fund	519,453
SPLOST V Fund	General Fund	2,943,169
Nonmajor Enterprise Funds	General Fund	917,011
Amphitheater Fund	General Fund	594,659
		$ 25,053,235

The outstanding balances between funds result mainly from the time lag between the dates that: 1) interfund goods and services are provided or reimbursable expenditures occur, 2) transactions are recorded in the accounting system, and 3) payments between funds are made. These balances normally clear within one to two months. Amounts due from the SPLOST V Fund are to reimburse the General Fund for allowable SPLOST projects.

Interfund transfers are as follows:

	Transfers Out				
Transfers In	General Fund	Grants Fund	SPLOST V Fund	Nonmajor Governmental Funds	Total
General Fund	$ -	$ 6,234	$ 19,185,612	$ 2,934,764	$ 22,126,610
Public Facilities Authority	4,386,740	-	-	-	4,386,740
Nonmajor Governmental Funds	2,928,851	-	-	-	2,928,851
Water & Sewer Fund	765,000	-	-	-	765,000
Amphitheater Fund	3,600,000	-	-	-	3,600,000
Nonmajor Enterprise Funds	565,945	-	-	-	565,945
Total	$ 12,246,536	$ 6,234	$ 19,185,612	$ 2,934,764	$ 34,373,146

Transfers are used to: 1) move revenues from the fund that the statute or budget requires to collect them to the fund that the statute or budget requires to expend them, and 2) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

NOTE 9. JOINT VENTURE

Under Georgia law, the City, in conjunction with other cities and counties in the ten-county Atlanta area, is a member of the Atlanta Regional Commission ("ARC") and is required to pay annual dues thereto. Membership in the ARC is required by the O.C.G.A. §50-8-34 which provides for the organizational structure of the ARC in Georgia. The ARC Board membership includes the chief elected official of each county and municipality of the area. O.C.G.A. §50-8-39.1 provides that the member governments are liable for any debts or obligations of a regional commission. Henry County makes contributions on behalf of the City to the ARC. Separate financial statements may be obtained from:

Atlanta Regional Commission
40 Courtland Street, NE
Atlanta, Georgia 30303

NOTE 10. DEFINED BENEFIT PENSION PLAN

A. Plan Description

The City's pension plan is administered through the Georgia Municipal Employee Benefit System ("GMEBS"), an agent multiple-employer pension plan administered by the Georgia Municipal Association. The Plan (the "Plan") provides retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members and beneficiaries. Benefits are provided by the Plan whereby retirees receive between 1% and 1.75% multiplied by the average of the five highest years of regular earnings multiplied by the total credited years of service. The City Council, in its role as the Plan sponsor, has the governing authority to establish and amend from time to time, the benefits provided and the contribution rates of the City and its employees. The Georgia Municipal Association issues a publicly available financial report that includes financial statements and Required Supplementary Information for GMEBS. That report may be obtained at www.gmanet.com or by writing to Georgia Municipal Association, Risk Management and Employee Benefit Services, 201 Pryor Street, NW, Atlanta, Georgia 30303 or by calling (404) 688-0472.

B. Plan Membership

As of July 1, 2025, the date of the most recent actuarial valuation, there were 288 participants consisting of the following:

Inactive plan members or beneficiaries currently receiving benefits	48
Inactive plan members entitled to but not receiving benefits	53
Active plan members	187
Total Plan Members	288

NOTE 10. DEFINED BENEFIT PENSION PLAN (CONTINUED)

C. Contributions

The Plan is subject to minimum funding standards of the Georgia Public Retirement Systems Standards law. The Board of Trustees of GMEBS has adopted a recommended actuarial funding policy for the Plan which meets state minimum requirements and will accumulate sufficient funds to provide the benefits under the Plan. The funding policy for the Plan, as adopted by the City Council, is to contribute an amount equal to or greater than the actuarially recommended contribution rate. This rate is based on the estimated amount necessary to finance the costs of benefits earned by plan members during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of plan members, as determined by the City Council. For the year ended December 31, 2025, the City's contribution rate was 10.3% of annual payroll. City contributions to the Plan were $1,131,874 for the year ended December 31, 2025.

D. Net Pension Liability of the City

The City's net pension liability was measured as of March 31, 2025. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024 with updated procedures performed by the actuary to roll forward to the total pension liability measured as of March 31, 2025.

Actuarial Assumptions. The total pension liability in the July 1, 2025 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.25%
Salary increases	2.25% – plus service based merit increases
Investment rate of return	7.375%

Mortality rates were based on the sex-distinct Pri-2012 head-count weighted Healthy Retiree Mortality Table with rates multiplied by 1.25.

The actuarial assumptions used in the July 1, 2025 valuation were based on the results of an actuarial experience study for the period January 1, 2015 – June 30, 2019.

NOTE 10. DEFINED BENEFIT PENSION PLAN (CONTINUED)

D. Net Pension Liability of the City (Continued)

Actuarial Assumptions (Continued). The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of March 31, 2025 are summarized in the following table:

Asset Class	Target Allocation	Long-term expected real rate of return*
Domestic equity	45%	6.60%
International equity	20%	7.03%
Domestic fixed income	20%	2.70%
Real estate	10%	3.40%
Global fixed income	5%	3.70%
Total	100%	

* Rates shown are net of the 2.25% assumed rate of inflation.

E. Discount Rate

The discount rate used to measure the total pension liability was 7.375%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all of the projected benefit payments to determine the total pension liability.

NOTE 10. DEFINED BENEFIT PENSION PLAN (CONTINUED)

F. Changes in the Net Pension Liability of the City

The changes in the components of the net pension liability of the City for the year ended December 31, 2025 were as follows:

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at December 31, 2024	$ 16,661,372	$ 13,387,126	$ 3,274,246
Changes for the year:			
Service cost	899,854	-	899,854
Interest	1,266,620	-	1,266,620
Differences between expected and actual experience	853,626	-	853,626
Contributions - employer	-	779,000	(779,000)
Net investment income	-	696,890	(696,890)
Benefit payments, including refunds of employee contributions	(773,444)	(773,444)	-
Administrative expense	-	(28,285)	28,285
Other	179,446	-	179,446
Net changes	2,426,102	674,161	1,751,941
Balances at December 31, 2025	$ 19,087,474	$ 14,061,287	$ 5,026,187

The required Schedule of Changes in the City's Net Pension Liability and Related Ratios immediately following the notes to the financial statements presents multi-year trend information about whether the value of plan assets is increasing or decreasing over time relative to the total pension liability.

G. Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 7.375%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.375%) or 1-percentage-point higher (8.375%) than the current rate:

	1% Decrease (6.375%)	Current Discount Rate (7.375%)	1% Increase (8.375%)
City's net pension liability	$ 7,599,913	$ 5,026,187	$ 2,890,498

NOTE 10. DEFINED BENEFIT PENSION PLAN (CONTINUED)

G. Sensitivity of the Net Pension Liability to Changes in the Discount Rate (Continued)

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future, and actuarially determined amounts are subject to continual revision as results are compared to past expectations and new estimates are made about the future. Actuarial calculations reflect a long-term perspective. Calculations are based on the substantive plan in effect as of March 31, 2025, and the current sharing pattern of costs between employer and employee.

H. Pension Expense and Deferred Outflows of Resources

For the year ended December 31, 2025, the City recognized pension expense of $1,604,513. At December 31, 2025, the City reported deferred outflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources
Differences between expected and actual experience	$ 1,308,221
Net difference between projected and actual earnings on pension plan investments	305,946
City contributions subsequent to the measurement date	1,131,874
Total	$ 2,746,041

City contributions subsequent to the measurement date of $1,131,874 are reported as deferred outflows of resources and will be recognized as a reduction of the net pension liability in the year ending December 31, 2026. Other amounts reported as deferred outflows of resources related to pensions will be recognized in pension expense as follows:

Year ending December 31,	
2026	$ 658,336
2027	628,625
2028	98,567
2029	228,639
Total	$ 1,614,167

NOTE 11. RISK MANAGEMENT

The City is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets, errors and omissions, injuries to employees, and natural disasters. The City carries commercial insurance in amounts deemed prudent by City management. Commercial insurance is carried for coverage of property, errors and omissions, professional liability and injuries to employees.

There have been no significant reductions of insurance coverage from coverage in the prior year and settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

NOTE 12. COMMITMENTS AND CONTINGENCIES

Amounts received or receivable from grant agencies are subject to audit and adjustments by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of any expenditures that may be disallowed by the grantor cannot be determined at this time, although the government expects such amounts, if any, to be immaterial.

In 2014, the citizens of Henry County voted to approve a Special Purpose Local Option Sales Tax ("SPLOST") to help finance the acquisition and construction of major capital equipment and facilities. In relation to this, the City entered into an intergovernmental agreement with Henry County and the other cities inside the County whereby Henry County would issue revenue bonds to finance some of the SPLOST projects in advance of the SPLOST collections. The City received $6,000,000 from Henry County under this agreement in fiscal year 2015.

The revenue bonds are in the name of Henry County and are not a direct liability of the City. However, under the terms of the intergovernmental agreement, Henry County will retain all of the first SPLOST revenue collections for each year in amounts that will satisfy the annual debt service requirements. The agreement also requires the City to pay its share of debt service requirements should the SPLOST revenue collections not be sufficient to satisfy the debt service requirements under the bond issue. Management believes the SPLOST revenue collections will be sufficient to satisfy all debt service requirements under the bond ordinance.

NOTE 13. HOTEL/MOTEL TAX

The City levies an 8% hotel/motel tax in accordance with the provisions of O.C.G.A. §48-13-51. In order to comply with the expenditure requirements of this code section, the City remits 40% of the monies from the first 5% collected under this provision to the Henry County Chamber of Commerce. The Henry County Chamber of Commerce also receives 50% of the additional 3%. Total collections for the year ended December 31, 2025, were $1,166,109. The amount remitted to the Henry County Chamber of Commerce totaled $507,275.

NOTE 14. LEASE AGREEMENTS

The City leases its solid waste transfer station to Lamar County Regional Solid Waste Management Authority who subleases to Waste Management. The current lease extends until April 30, 2026. The monthly rental charged by the City is $1.40 for each ton of waste received at the site through April 30, 2021, at which time the monthly rental will be adjusted by the Consumer Price Index ("CPI") annually through the termination of the agreement. For the year ended December 31, 2025, the City received $97,677 in rental fees under the contract. The leased assets cost $36,116 and are reported net of accumulated depreciation of $36,116 for a net carrying value of $0.

The City's lease agreements, other than the agreement described above, are relatively minor commitments whereby the City is leasing various pieces of office equipment.

NOTE 15. RESTATEMENT OF ERRORS IN PRIOR YEAR REPORTING

The City has determined a restatement to beginning net position and fund balance of various funds is required as of January 1, 2025. During our audit procedures, management identified the following errors in the recording of due from other governments, capital assets, assets held for sale, unearned revenue, and taxes receivable. Management was able to provide corrected listings, which reflected material adjustments to the beginning balances of these accounts as follows:

	Governmental Activities	Business-type Activities	General Fund	Grants Fund	TSPLOST Fund	Water and Sewer Fund	Nonmajor Enterprise Funds
Net position, as previously reported	$ 87,454,929	$ 52,996,126					
Fund balance, as previously reported			$ 1,920,655	$ 472,346	$ 15,613,622	$ 25,695,918	$ 5,905,750
Adjustment to due from other governments	1,528,080	-	1,528,080	-	-	-	-
Adjustment to capital assets	(1,146,123)	554,761	-	-	-	393,948	160,813
Adjustment to assets held for resale	(522,512)	-	(522,512)	-	-	-	-
Adjustment to unearned revenue	200,000	-	-	200,000	-	-	-
Adjustment to taxes receivable	590,212	-	-	-	590,212	-	-
Net position, as restated	$ 88,104,586	$ 53,550,887					
Fund balance, as restated			$ 2,926,223	$ 672,346	$ 16,203,834	$ 26,089,866	$ 6,066,563

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF STOCKBRIDGE, GEORGIA

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE CITY'S NET PENSION LIABILITY
AND RELATED RATIOS
FOR THE FISCAL YEAR ENDED DECEMBER 31,

	2025	2024	2023	2022
Total pension liability				
Service cost	**$ 899,854**	$ 878,381	$ 459,717	$ 395,098
Interest on total pension liability	**1,266,620**	1,138,822	981,875	874,286
Differences between expected and actual experience	**853,626**	424,513	926,528	713,153
Benefit payments, including refunds of employee contributions	**(773,444)**	(687,229)	(630,164)	(546,464)
Other	**179,446**	-	-	-
Net change in total pension liability	**2,426,102**	1,754,487	1,737,956	1,436,073
Total pension liability - beginning	**16,661,372**	14,906,885	13,168,929	11,732,856
Total pension liability - ending (a)	**19,087,474**	16,661,372	14,906,885	13,168,929
Plan fiduciary net position				
Contributions - employer	**779,000**	761,562	591,026	562,067
Net investment income	**696,890**	1,918,646	(819,343)	706,176
Benefit payments, including refunds of employee contributions	**(773,444)**	(687,229)	(630,164)	(546,464)
Administrative expenses	**(28,285)**	(19,363)	(21,654)	(19,801)
Net change in Plan fiduciary net position	**674,161**	1,973,616	(880,135)	701,978
Plan fiduciary net position - beginning	**13,387,126**	11,413,510	12,293,645	11,591,667
Plan fiduciary net position - ending (b)	**14,061,287**	13,387,126	11,413,510	12,293,645
City's net pension liability (a) - (b)	**$ 5,026,187**	$ 3,274,246	$ 3,493,375	$ 875,284
Plan fiduciary net position as a percentage of the total pension liability	**73.7%**	80.3%	76.6%	93.4%
Covered payroll	**$ 12,104,944**	$ 9,699,839	$ 8,889,756	$ 4,612,475
City's net pension liability as a percentage of covered payroll	**41.52%**	33.76%	39.30%	18.98%

2021	2020	2019	2018	2017	2016
$ 395,087	$ 333,901	$ 329,372	$ 322,052	$ 297,396	$ 247,214
828,056	770,863	750,914	685,378	650,509	611,199
(60,831)	382,053	(312,679)	180,527	(11,712)	132,894
(524,505)	(510,620)	(501,679)	(487,128)	(485,418)	(482,759)
-	(80,734)	-	145,682	-	-
637,807	895,463	265,928	846,511	450,775	508,548
11,095,049	10,199,586	9,933,658	9,087,147	8,636,372	8,127,824
11,732,856	11,095,049	10,199,586	9,933,658	9,087,147	8,636,372
479,659	454,251	411,823	373,239	334,499	401,339
3,628,109	(609,481)	306,333	951,855	870,208	20,122
(524,505)	(510,620)	(501,679)	(487,128)	(485,418)	(482,759)
(18,658)	(20,941)	(19,245)	(18,215)	(18,512)	(13,276)
3,564,605	(686,791)	197,232	819,751	700,777	(74,574)
8,027,062	8,713,853	8,516,621	7,696,870	6,996,093	7,070,667
11,591,667	8,027,062	8,713,853	8,516,621	7,696,870	6,996,093
$ 141,189	$ 3,067,987	$ 1,485,733	$ 1,417,037	$ 1,390,277	$ 1,640,279
98.8%	72.3%	85.4%	85.7%	84.7%	81.0%
$ 3,993,352	$ 3,819,839	$ 2,956,753	$ 2,982,269	$ 2,839,086	$ 2,777,571
3.54%	80.32%	50.25%	47.52%	48.97%	59.05%

CITY OF STOCKBRIDGE, GEORGIA

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CITY CONTRIBUTIONS
FOR THE FISCAL YEAR ENDED DECEMBER 31,

	2025	2024	2023	2022
Actuarially determined contribution	**$ 1,131,874**	$ 1,035,667	$ 670,194	$ 564,637
Contributions in relation to the actuarially determined contribution	**1,131,874**	1,035,667	670,194	564,637
Contribution deficiency (excess)	**$ -**	$ -	$ -	$ -
Covered payroll	**$ 11,029,381**	$ 9,392,961	$ 10,122,678	$ 8,047,255
Contributions as a percentage of covered payroll	**10.3%**	11.0%	6.6%	7.0%

Notes to the Schedule:

Valuation date	July 1, 2025
Cost method	Projected Unit Credit
Actuarial asset valuation method	Sum of actuarial value at beginning of year and the cash flow during the year plus the assumed investment return, adjusted by 10% of the amounts that the value exceeds or is less than the market value at the end of the year. The actuarial value is adjusted, if necessary, to be within 20% of market value.
Assumed rate of return on investments	7.375%
Projected salary increases	2.25% plus service based merit increases
Cost of living adjustments	N/A
Amortization method	Closed level dollar for remaining unfunded liability
Remaining amortization period	Remaining amortization period varies for the bases, with a net effective amortization period of 13 years.

2021	2020	2019	2018	2017	2016
$ 561,211	$ 452,475	$ 454,363	$ 397,643	$ 365,104	$ 324,417
561,211	452,475	454,363	397,643	365,104	324,417
$ -	$ -	$ -	$ -	$ -	$ -
$ 4,531,408	$ 3,544,664	$ 4,009,122	$ 3,401,666	$ 3,251,123	$ 3,141,666
12.4%	12.8%	11.3%	11.7%	11.2%	10.3%

COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Hotel/Motel Tax Fund – This fund is used to account for hotel/motel taxes collected.

Confiscated Assets Fund – This fund is used to account for cash received either as a result of cash confiscation or cash received from a sale of capital assets acquired from a drug raid.

Redspeed Fund – This fund is used to account for revenues derived from traffic camera enforcement activities.

Tax Allocation District Fund – This fund is used to account for taxes collected by Henry County and remitted to the City.

PERMANENT FUND

Burke Cemetery Fund – This fund is used to account for revenues earned from a trust set up for cemetery improvements at Burke Cemetery.

CAPITAL PROJECTS FUNDS

State and Federal Grants Fund – This fund is used to account for the acquisition and construction of major capital facilities which are financed with state and federal assistance.

Special Purpose Local Option Sales Tax ("SPLOST") III Fund – This fund is used to account for capital expenditures. Funding is provided by special purpose sales taxes, which are collected by the County and remitted to the City through an intergovernmental agreement.

Downtown Development Authority Fund – This fund is used to account for the activities of the City's blended component unit, the Downtown Development Authority.

Special Purpose Local Option Sales Tax ("SPLOST") IV Fund – This fund is used to account for capital expenditures. Funding is provided by special purpose sales taxes, which are collected by Henry County and remitted to the City through an intergovernmental agreement.

Urban Redevelopment Fund – This fund is used to account for the proceeds from the issuance of bonds to finance the acquisition and construction of major capital facilities.

City-wide Development Fund – This fund is used to account for the activities of the City's blended component unit, the City-wide Development Authority.

Impact Fee Fund – This fund is used to account for the proceeds from new development taxes used for capital projects.

CITY OF STOCKBRIDGE, GEORGIA

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CITY CONTRIBUTIONS
FOR THE FISCAL YEAR ENDED DECEMBER 31,

	2025	2024	2023	2022
Actuarially determined contribution	**$ 1,131,874**	$ 1,035,667	$ 670,194	$ 564,637
Contributions in relation to the actuarially determined contribution	**1,131,874**	1,035,667	670,194	564,637
Contribution deficiency (excess)	**$ -**	$ -	$ -	$ -
Covered payroll	**$ 11,029,381**	$ 9,392,961	$ 10,122,678	$ 8,047,255
Contributions as a percentage of covered payroll	**10.3%**	11.0%	6.6%	7.0%

Notes to the Schedule:

Valuation date	July 1, 2025
Cost method	Projected Unit Credit
Actuarial asset valuation method	Sum of actuarial value at beginning of year and the cash flow during the year plus the assumed investment return, adjusted by 10% of the amounts that the value exceeds or is less than the market value at the end of the year. The actuarial value is adjusted, if necessary, to be within 20% of market value.
Assumed rate of return on investments	7.375%
Projected salary increases	2.25% plus service based merit increases
Cost of living adjustments	N/A
Amortization method	Closed level dollar for remaining unfunded liability
Remaining amortization period	Remaining amortization period varies for the bases, with a net effective amortization period of 13 years.

2021	2020	2019	2018	2017	2016
$ 561,211	$ 452,475	$ 454,363	$ 397,643	$ 365,104	$ 324,417
561,211	452,475	454,363	397,643	365,104	324,417
$ -	$ -	$ -	$ -	$ -	$ -
$ 4,531,408	$ 3,544,664	$ 4,009,122	$ 3,401,666	$ 3,251,123	$ 3,141,666
12.4%	12.8%	11.3%	11.7%	11.2%	10.3%

CITY OF STOCKBRIDGE, GEORGIA

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2025

	Special Revenue Fund				Permanent Fund	Capital Projects Funds	
	Hotel/Motel Tax Fund	Confiscated Asset Fund	Redspeed Fund	Tax Allocation District Fund	Burke Cemetery Fund	State and Federal Grants Fund	SPLOST III Fund
ASSETS							
Cash and cash equivalents	$ 735,944	$ 126,308	$ 1,642,370	$ 121,083	$ 27	$ 353,351	$ 579
Investments	-	-	-	-	14,419	-	-
Taxes receivable	-	-	-	2,580	-	-	-
Accounts receivable	76,688	-	74,061	-	-	-	-
Due from other funds	-	-	-	-	-	-	519,453
Total assets	$ 812,632	$ 126,308	$ 1,716,431	$ 123,663	$ 14,446	$ 353,351	$ 520,032
LIABILITIES AND FUND BALANCES (DEFICIT)							
Liabilities							
Accounts payable	$ 71,551	$ -	$ -	$ -	$ -	$ -	$ -
Due to other funds	-	-	-	-	-	-	-
Total liabilities	71,551	-	-	-	-	-	-
Fund Balances (Deficit)							
Non-spendable:							
Permanent fund corpus	-	-	-	-	5,000	-	-
Restricted:							
Cemetery maintenance	-	-	-	-	9,446	-	-
Capital projects	-	-	-	123,663	-	-	520,032
Public safety	-	126,308	1,716,431	-	-	-	-
Tourism	741,081	-	-	-	-	-	-
Assigned for capital projects	-	-	-	-	-	353,351	-
Unassigned	-	-	-	-	-		-
Total fund balances (deficit)	741,081	126,308	1,716,431	123,663	14,446	353,351	520,032
Total liabilities and fund balances (deficit)	$ 812,632	$ 126,308	$ 1,716,431	$ 123,663	$ 14,446	$ 353,351	$ 520,032

Capital Projects Funds					Total Nonmajor Governmental Funds
Downtown Development Fund	SPLOST IV Fund	Urban Redevelopment Fund	City-wide Development Fund	Impact Fee Fund	
$ 204,218	$ -	$ 33,256	$ 285,139	$ 2,398,547	$ 5,900,822
-	-	-	-	-	14,419
-	-	-	-	-	2,580
2,500	-	-	-	-	153,249
-	-	-	-	-	519,453
$ 206,718	$ -	$ 33,256	$ 285,139	$ 2,398,547	$ 6,590,523
$ 157	$ -	$ -	$ 24	$ -	$ 71,732
214,646	-	-	63,470	-	278,116
214,803	-	-	63,494	-	349,848
-	-	-	-	-	5,000
-	-	-	-	-	9,446
-	-	33,256	221,645	2,398,547	3,297,143
-	-	-	-	-	1,842,739
-	-	-	-	-	741,081
-	-	-	-	-	353,351
(8,085)	-	-	-	-	(8,085)
(8,085)	-	33,256	221,645	2,398,547	6,240,675
$ 206,718	$ -	$ 33,256	$ 285,139	$ 2,398,547	$ 6,590,523

CITY OF STOCKBRIDGE, GEORGIA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES NONMAJOR GOVERNMENTAL FUNDS FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	Special Revenue Fund				Permanent Fund	Capital Projects Funds	
	Hotel/Motel Tax Fund	Confiscated Asset Fund	Redspeed Fund	Tax Allocation District Fund	Burke Cemetery Fund	State and Federal Grants Fund	SPLOST III Fund
Revenues							
Property taxes	$ -	$ -	$ -	$ 123,663	$ -	$ -	$ -
Other taxes	1,166,109	-	-	-	-	-	-
Impact fees	-	-	-	-	-	-	-
Interest income	-	-	-	-	2,135	-	-
Other revenues	-	-	839,901	-	400	-	-
Total revenues	1,166,109	-	839,901	123,663	2,535	-	-
Expenditures							
Current:							
Public works	-	-	-	-	911	-	-
Housing and development	526,455	-	-	-	-	-	-
Capital outlay:							
General government	-	-	-	-	-	-	226
Public safety	-	-	762,759	-	-	-	-
Debt service:							
Principal	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-
Total expenditures	526,455	-	762,759	-	911	-	226
Excess (deficiency) of revenues over (under) expenditures	639,654	-	77,142	123,663	1,624	-	(226)
Other financing sources (uses)							
Transfers in	-	-	1,639,289	-	-	-	-
Transfers out	(2,080,684)	-	-	-	-	-	(618,000)
Total other financing sources (uses)	(2,080,684)	-	1,639,289	-	-	-	(618,000)
Net change in fund balances	(1,441,030)	-	1,716,431	123,663	1,624	-	(618,226)
Fund balances, beginning of year	2,182,111	126,308	-	-	12,822	353,351	1,138,258
Fund balances (deficit), end of year	$ 741,081	$ 126,308	$ 1,716,431	$ 123,663	$ 14,446	$ 353,351	$ 520,032

Capital Projects Funds					Total Nonmajor Governmental Funds
Downtown Development Fund	SPLOST IV Fund	Urban Redevelopment Fund	City-wide Development Fund	Impact Fee Fund	
$ -	$ -	$ -	$ -	$ -	$ 123,663
-	-	-	-	-	1,166,109
-	-	-	-	1,066,164	1,066,164
-	-	-	-	-	2,135
-	-	-	8,500	-	848,801
-	-	-	8,500	1,066,164	3,206,872
-	-	-	-	-	911
85,877	-	-	-	-	612,332
-	268	-	62,988	-	63,482
-	-	-	-	-	762,759
-	-	890,000	-	-	890,000
-	-	309,562	-	-	309,562
85,877	268	1,199,562	62,988	-	2,639,046
(85,877)	(268)	(1,199,562)	(54,488)	1,066,164	567,826
45,000	-	1,199,562	45,000	-	2,928,851
-	(236,080)	-	-	-	(2,934,764)
45,000	(236,080)	1,199,562	45,000	-	(5,913)
(40,877)	(236,348)	-	(9,488)	1,066,164	561,913
32,792	236,348	33,256	231,133	1,332,383	5,678,762
$ (8,085)	$ -	$ 33,256	$ 221,645	$ 2,398,547	$ 6,240,675

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL SPECIAL REVENUE FUND - HOTEL/MOTEL TAX FUND FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	Hotel/Motel Tax Fund		
	Final Budget	Actual	Variance With Final Budget
Revenues			
Taxes	$ 2,607,139	$ 1,166,109	$ (1,441,030)
Total revenues	2,607,139	1,166,109	(1,441,030)
Expenditures			
Current:			
Housing and development	526,455	526,455	-
Total expenditures	526,455	526,455	-
Excess of revenues over expenditures	2,080,684	639,654	(1,441,030)
Other financing uses:			
Transfers out	(2,080,684)	(2,080,684)	-
Total other financing uses	(2,080,684)	(2,080,684)	-
Net change in fund balances	-	(1,441,030)	(1,441,030)
Fund balances, beginning of year	2,182,111	2,182,111	-
Fund balances, end of year	$ 2,182,111	$ 741,081	$ (1,441,030)

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL SPECIAL REVENUE FUND - REDSPEED FUND FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	Redspeed Fund		
	Final Budget	Actual	Variance With Final Budget
Revenues:			
Other revenues	$ 1,365,530	$ 839,901	$ (525,629)
Total revenues	1,365,530	839,901	(525,629)
Expenditures:			
Capital outlay:			
Public safety	1,365,530	762,759	602,771
Total expenditures	1,365,530	762,759	602,771
Excess of revenues over expenditures	-	77,142	77,142
Other financing sources:			
Transfers in	-	1,639,289	1,639,289
Total other financing sources	-	1,639,289	1,639,289
Net change in fund balances	-	1,716,431	1,716,431
Fund balances, beginning of year	-	-	-
Fund balances, end of year	$ -	$ 1,716,431	$ 1,716,431

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL PERMANENT FUND - BURKE CEMETERY FUND FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	Burke Cemetery Fund		
	Final Budget	Actual	Variance With Final Budget
Revenues:			
Interest income	$ 10,000	$ 2,135	$ (7,865)
Miscellaneous revenues	-	400	400
Total revenues	10,000	2,535	(7,465)
Expenditures:			
Current:			
Public works	10,000	911	9,089
Total expenditures	10,000	911	9,089
Net change in fund balances	-	1,624	1,624
Fund balances, beginning of year	12,822	12,822	-
Fund balances, end of year	$ 12,822	$ 14,446	$ 1,624

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL CAPITAL PROJECTS FUND - DOWNTOWN DEVELOPMENT FUND FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	Downtown Development Fund		
	Final Budget	Actual	Variance With Final Budget
Revenues:			
Other revenues	$ 45,000	$ -	$ (45,000)
Total revenues	45,000	-	(45,000)
Expenditures:			
Current:			
Housing and development	45,000	85,877	(40,877)
Total expenditures	45,000	85,877	(40,877)
Deficiency of revenues under expenditures	-	(85,877)	(85,877)
Other financing sources:			
Transfers in	-	45,000	45,000
Total other financing sources	-	45,000	45,000
Net change in fund balances	-	(40,877)	(40,877)
Fund balances, beginning of year	32,792	32,792	-
Fund balances (deficit), end of year	$ 32,792	$ (8,085)	$ (40,877)

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL CAPITAL PROJECTS FUND - URBAN REDEVELOPMENT FUND FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	Urban Redevelopment Fund		
	Final Budget	Actual	Variance With Final Budget
Revenues:			
Other revenues	$ -	$ -	$ -
Total revenues	-	-	-
Expenditures:			
Debt service:			
Principal	2,110,066	890,000	1,220,066
Interest	165,033	309,562	(144,529)
Total expenditures	2,275,099	1,199,562	1,075,537
Deficiency of revenues under expenditures	(2,275,099)	(1,199,562)	1,075,537
Other financing sources:			
Transfers in	2,275,099	1,199,562	(1,075,537)
Total other financing sources	2,275,099	1,199,562	(1,075,537)
Net change in fund balances	-	-	-
Fund balances, beginning of year	33,256	33,256	-
Fund balances, end of year	$ 33,256	$ 33,256	$ -

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL CAPITAL PROJECTS FUND - CITY-WIDE DEVELOPMENT FUND FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	City-wide Development Fund		
	Final Budget	Actual	Variance With Final Budget
Revenues:			
Miscellaneous revenues	$ 45,000	$ 8,500	$ (36,500)
Total revenues	45,000	8,500	(36,500)
Expenditures:			
Capital outlay:			
General government	45,000	62,988	(17,988)
Total expenditures	45,000	62,988	(17,988)
Deficiency of revenues under expenditures	-	(54,488)	(54,488)
Other financing sources:			
Transfers in	-	45,000	45,000
Total other financing sources	-	45,000	45,000
Net change in fund balances	-	(9,488)	(9,488)
Fund balances, beginning of year	231,133	231,133	-
Fund balances, end of year	$ 231,133	$ 221,645	$ (9,488)

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL CAPITAL PROJECTS FUND - IMPACT FEE FUND FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	Impact Fee Fund		
	Final Budget	Actual	Variance With Final Budget
Revenues:			
Impact fees	$ 1,066,164	$ 1,066,164	$ -
Total revenues	1,066,164	1,066,164	-
Net change in fund balances	1,066,164	1,066,164	-
Fund balances, beginning of year	1,332,383	1,332,383	-
Fund balances, end of year	$ 2,398,547	$ 2,398,547	$ -

NONMAJOR ENTERPRISE FUNDS

The Stormwater Fund – This fund is used to account for revenues generated from the charges for stormwater services provided to the citizens of the City.

Conference Center Fund – This fund is used to account for activities related to the Merle Manders Conference Center.

CITY OF STOCKBRIDGE, GEORGIA

COMBINING STATEMENT OF NET POSITION
NONMAJOR ENTERPRISE FUNDS
DECEMBER 31, 2025

	Stormwater Fund	Conference Center Fund	Total
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	$ 1,754,995	$ -	$ 1,754,995
Accounts receivable	367,421	-	367,421
Due from other governments	26,273	-	26,273
Due from other funds	917,011	-	917,011
Prepaid expenses	-	2,240	2,240
Total current assets	3,065,700	2,240	3,067,940
NON-CURRENT ASSETS			
Capital assets, net of accumulated depreciation	1,488,080	2,250,770	3,738,850
Total non-current assets	1,488,080	2,250,770	3,738,850
Total assets	4,553,780	2,253,010	6,806,790
DEFERRED OUTFLOWS OF RESOURCES			
Pensions	164,733	126,717	291,450
Total deferred outflows of resources	164,733	126,717	291,450
LIABILITIES			
CURRENT LIABILITIES			
Accounts payable	9,425	9,613	19,038
Accrued liabilities	12,520	11,279	23,799
Customer deposits	-	36,220	36,220
Compensated absences due within one year	9,962	16,100	26,062
Total current liabilities	31,907	73,212	105,119
NON-CURRENT LIABILITIES			
than one year	39,846	64,400	104,246
Net pension liability	301,518	231,936	533,454
Total non-current liabilities	341,364	296,336	637,700
Total liabilities	373,271	369,548	742,819
NET POSITION			
Investment in capital assets	1,488,080	2,250,770	3,738,850
Unrestricted (deficit)	2,857,162	(240,591)	2,616,571
Total net position	$ 4,345,242	$ 2,010,179	$ 6,355,421

CITY OF STOCKBRIDGE, GEORGIA

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
NONMAJOR ENTERPRISE FUNDS
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	Stormwater Fund	Conference Center Fund	Total
OPERATING REVENUES			
Charges for services:			
Rentals	$ -	$ 161,877	$ 161,877
Stormwater fees	1,421,306	-	1,421,306
Total operating revenues	1,421,306	161,877	1,583,183
OPERATING EXPENSES			
Personnel services	612,746	672,040	1,284,786
Contracted services	87,729	30,803	118,532
Supplies	34,671	95,274	129,945
Repairs and maintenance	124,925	8,584	133,509
Depreciation	133,247	108,641	241,888
Total operating expenses	993,318	915,342	1,908,660
Operating income (loss)	427,988	(753,465)	(325,477)
CAPITAL CONTRIBUTIONS	48,390	-	48,390
Change in net position	476,378	(187,520)	288,858
NET POSITION, beginning of year, as previously reported	3,868,864	2,036,886	5,905,750
Restatement - error correction	-	160,813	160,813
NET POSITION, beginning of year, as restated	3,868,864	2,197,699	6,066,563
NET POSITION, end of year	$ 4,345,242	$ 2,010,179	$ 6,355,421

CITY OF STOCKBRIDGE, GEORGIA

COMBINING STATEMENT OF CASH FLOWS
NONMAJOR ENTERPRISE FUNDS
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

	Stormwater Fund	Conference Center Fund	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers	$ 1,373,735	$ 168,264	$ 1,541,999
Payments to suppliers and service providers	(1,159,917)	(131,293)	(1,291,210)
Payments to employees	(570,431)	(609,620)	(1,180,051)
Net cash used in operating activities	(356,613)	(572,649)	(929,262)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Purchase of property and equipment	(34,980)	-	(34,980)
Net cash used in capital and related financing activities	(34,980)	-	(34,980)
Change in cash and cash equivalents	(391,593)	(6,704)	(398,297)
Cash and cash equivalents:			
Beginning of year	2,146,588	6,704	2,153,292
End of year	$ 1,754,995	$ -	$ 1,754,995
Reconciliation of operating income (loss) to net cash used in operating activities:			
Operating income (loss)	$ 427,988	$ (753,465)	$ (325,477)
Adjustments to reconcile operating income (loss) to net cash used in operating activities:			
Depreciation	133,247	108,641	241,888
Increase in accounts receivable	(29,474)	-	(29,474)
Increase in due from other governments	(18,097)	-	(18,097)
Decrease in prepaid expenses	-	459	459
Increase in due from other funds	(917,011)	-	(917,011)
Increase in deferred outflows of resources - pension	(54,220)	(41,707)	(95,927)
Increase in customer deposits	-	6,387	6,387
Increase (decrease) in accrued liabilities and compensated absences	13,606	40,335	53,941
Increase in accounts payable	4,419	2,909	7,328
Decrease in deferred inflows of resources - pension	(23,056)	(17,735)	(40,791)
Increase in net pension liability	105,985	81,527	187,512
Net cash used in operating activities	$ (356,613)	$ (572,649)	$ (929,262)
NON-CASH CAPITAL AND RELATED FINANCING ACTIVITIES			
Contributions of capital assets from other funds	$ 48,390	$ -	$ 48,390

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF EXPENDITURES OF
SPECIAL PURPOSE LOCAL OPTION SALES TAX PROCEEDS - SPLOST III
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

Project	Original Estimated Cost	Current Estimated Cost	Expenditures			Estimated Percent Complete
			Beginning of Year	Current Year	To Date	
Roads, bridges, sidewalks and transportation facilities	$ 3,060,000	$ 1,742,941	$ 1,742,941	$ -	$ 1,742,941	100.00%
Public safety facilities and equipment	2,000,000	2,551,386	2,551,386	-	2,551,386	100.00%
Public works facilities and equipment	17,097,500	7,782,674	6,541,861	618,000	7,159,861	92.00%
Construction and renovation of municipal buildings	10,700,000	6,370,531	6,358,696	-	6,358,696	99.81%
Total	$ 32,857,500	$ 18,447,532	$ 17,194,884	$ 618,000	$ 17,812,884	96.56%

Expenditures above	$ 618,000
Non-SPLOST III expenditures	226
Total expenditures, SPLOST III Fund	$ 618,226

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF EXPENDITURES OF
SPECIAL PURPOSE LOCAL OPTION SALES TAX PROCEEDS - SPLOST IV
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

Project	Original Estimated Cost	Current Estimated Cost	Expenditures			Estimated Percent Complete
			Beginning of Year	Current Year	To Date	
Roads, bridges, sidewalks and transportation facilities	$ 1,500,000	$ 6,720,810	$ 6,720,810	$ -	$ 6,720,810	100.00%
Public safety facilities and equipment	4,180,000	367,900	131,817	236,080	367,897	100.00%
Public works facilities and equipment	19,000,000	8,095,941	8,095,941	-	8,095,941	100.00%
Parks and recreation	2,000,000	8,387,991	8,387,991	-	8,387,991	100.00%
Total	$ 26,680,000	$ 23,572,642	$ 23,336,559	$ 236,080	$ 23,572,639	100.00%

Expenditures above	$ 236,080
Non-SPLOST IV expenditures	268
Total expenditures, SPLOST IV Fund	$ 236,348

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF EXPENDITURES OF
SPECIAL PURPOSE LOCAL OPTION SALES TAX PROCEEDS - SPLOST V
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

Project	Original Estimated Cost	Current Estimated Cost	Expenditures			Estimated Percent Complete
			Beginning of Year	Current Year	To Date	
Roads, bridges, sidewalks and transportation facilities	$ 4,720,959	$ 4,872,276	$ 4,872,276	$ -	$ 4,872,276	100.00%
Civic projects	9,852,437	13,352,000	281,695	13,069,401	13,351,096	99.99%
Parks and recreation	1,231,554	2,045,000	391,901	1,649,214	2,041,115	99.81%
Sewer/Water/Stormwater infrastructure	4,720,959	7,450,000	1,181,417	6,262,420	7,443,837	99.92%
Total	$ 20,525,909	$ 27,719,276	$ 6,727,289	$ 20,981,035	$ 27,708,324	99.96%

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF EXPENDITURES OF
SPECIAL PURPOSE LOCAL OPTION SALES TAX PROCEEDS - SPLOST VI
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

Project	Original Estimated Cost	Current Estimated Cost	Expenditures			Estimated Percent Complete
			Beginning of Year	Current Year	To Date	
Road resurfacing and sidewalks	$ 13,000,000	$ 13,000,000	$ -	$ -	$ -	0.00%
Municipal building projects	22,514,673	22,514,673	-	611,763	611,763	2.72%
Infrastructure projects	13,700,000	13,700,000	-	-	-	0.00%
Parks improvements	6,124,417	6,124,417	-	-	-	0.00%
Vehicles and equipment	2,500,000	2,500,000	-	798,774	798,774	31.95%
Total	$ 57,839,090	$ 57,839,090	$ -	$ 1,410,537	$ 1,410,537	2.44%

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF EXPENDITURES OF TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX PROCEEDS FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

Project	Original Estimated Cost	Current Estimated Cost	Expenditures			Estimated Percent Complete
			Beginning of Year	Current Year	To Date	
Roads, bridges, sidewalks and transportation facilities	$ 12,200,000	$ 12,200,000	$ 2,382,325	$ 2,012,063	$ 4,394,388	36.02%
Parks and recreation	10,105,000	10,105,000	133,297	29,854	163,151	1.61%
Total	$ 22,305,000	$ 22,305,000	$ 2,515,622	$ 2,041,917	$ 4,557,539	20.43%

STATISTICAL SECTION

STATISTICAL SECTION

This part of the City of Stockbridge, Georgia's (the "City") Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and Required Supplementary Information says about the City's overall financial health.

Page

Financial Trends ..... **84 – 95**
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity ..... **96 – 100**
These schedules contain information to help the reader assess the City's most significant local revenue source, sales taxes.

Debt Capacity ..... **101 – 105**
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information ..... **106 – 108**
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information ..... **109 – 114**
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual financial reports for the relevant year.

CITY OF STOCKBRIDGE, GEORGIA

NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year				
	2016	2017	2018	2019	2020
Governmental Activities:					
Net investment in capital assets	$ 24,706,392	$ 25,476,622	$ 26,862,664	$ 28,435,249	$ 43,717,019
Restricted	16,757,135	15,313,394	16,603,867	16,772,774	9,284,117
Unrestricted	14,920,345	17,534,743	17,496,942	18,313,148	13,597,025
Total governmental activities net position	$ 56,383,872	$ 58,324,759	$ 60,963,473	$ 63,521,171	$ 66,598,161
Business-Type Activities:					
Net investment in capital assets	$ 16,337,920	$ 18,655,646	$ 18,698,180	$ 22,251,421	$ 23,368,409
Unrestricted	7,495,232	7,231,099	7,462,589	6,117,244	5,522,733
Total business-type activities net position	$ 23,833,152	$ 25,886,745	$ 26,160,769	$ 28,368,665	$ 28,891,142
Primary Government:					
Net investment in capital assets	$ 41,044,312	$ 44,132,268	$ 45,560,844	$ 50,686,670	$ 67,085,428
Restricted	16,757,135	15,313,394	16,603,867	16,772,774	9,284,117
Unrestricted	22,415,577	24,765,842	24,959,531	24,430,392	19,119,758
Total primary government net position	$ 80,217,024	$ 84,211,504	$ 87,124,242	$ 91,889,836	$ 95,489,303

Fiscal Year				
2021	2022	2023	2024	2025
$ 48,261,529	$ 33,292,952	$ 39,579,866	$ 43,335,127	$ 48,568,371
11,599,061	25,321,397	30,954,716	43,283,078	35,045,309
15,443,768	4,602,348	5,965,369	836,724	16,135,231
$ 75,304,358	$ 63,216,697	$ 76,499,951	$ 87,454,929	$ 99,748,911
$ 21,459,083	$ 46,971,570	$ 47,350,358	$ 46,122,065	$ 48,690,419
5,252,432	5,299,457	4,450,111	6,874,061	7,583,941
$ 26,711,515	$ 52,271,027	$ 51,800,469	$ 52,996,126	$ 56,274,360
$ 69,720,612	$ 80,264,522	$ 86,930,224	$ 89,457,192	$ 97,258,790
11,599,061	25,321,397	30,954,716	43,283,078	35,045,309
20,696,200	9,901,805	10,415,480	7,710,785	23,719,172
$ 102,015,873	$ 115,487,724	$ 128,300,420	$ 140,451,055	$ 156,023,271

CITY OF STOCKBRIDGE, GEORGIA

CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year				
	2016	2017	2018	2019	2020
Expenses					
Governmental activities:					
General government	$ 3,496,445	$ 3,397,192	$ 4,192,501	$ 3,901,360	$ 4,448,902
Judicial [1]	447,338	172,218	-	187,427	276,608
Public safety	177,125	436,880	198,810	266,742	292,705
Public works	2,058,092	2,608,574	4,768,839	5,915,846	4,191,206
Health and welfare	-	-	-	-	1,509,531
Culture and recreation	-	-	-	-	-
Housing and development	739,159	1,037,910	1,480,341	1,878,636	1,639,480
Interest on long-term debt	602,535	573,861	544,013	512,812	480,220
Total governmental activities expenses	7,520,694	8,226,635	11,184,504	12,662,823	12,838,652
Business-type activities:					
Water and sewer	3,090,427	3,429,805	3,515,666	3,784,323	4,359,746
Stormwater	389,999	599,575	620,265	478,698	573,183
Solid waste	1,024,671	1,270,720	1,417,032	1,464,732	1,577,462
Conference center	393,485	492,130	502,506	572,740	639,116
Community center	51,876	56,177	60,532	49,948	44,115
Amphitheater	-	-	-	-	-
Total business-type activities	4,950,458	5,848,407	6,116,001	6,350,441	7,193,622
Total primary government	$ 12,471,152	$ 14,075,042	$ 17,300,505	$ 19,013,264	$ 20,032,274
Program Revenues					
Governmental activities:					
Charges for services:					
General government	$ 430,767	$ 440,347	$ 963,720	$ 1,098,764	$ 1,019,736
Judicial	419,041	43,678	28,600	263,253	22,212
Capital grants and contributions	2,863,565	2,811,531	3,387,128	3,580,528	8,950,956
Total governmental activities program revenues	3,713,373	3,295,556	4,379,448	4,942,545	9,992,904
Business-type activities:					
Charges for services:					
Water and sewer	3,356,353	3,580,309	3,972,963	4,169,272	4,388,102
Stormwater	509,886	510,920	521,509	527,501	1,024,877
Solid waste	1,212,246	1,237,250	1,248,109	1,219,300	1,231,457
Amphitheater	-	-	-	-	-
Conference center	168,874	198,496	186,452	121,965	26,508
Community center	48,538	46,417	47,086	50,239	1,428
Capital grants and contributions	-	-	-	2,139,259	427,618
Total business-type activities program revenues	5,295,897	5,573,392	5,976,119	8,227,536	7,099,990
Total primary government program revenues	$ 9,009,270	$ 8,868,948	$ 10,355,567	$ 13,170,081	$ 17,092,894

Fiscal Year				
2021	2022	2023	2024	2025
$ 3,760,382	$ 14,215,859	$ 5,354,193	$ 7,862,580	$ 6,784,010
155,059	1,625,210	777,988	996,738	1,007,011
345,410	8,317,170	8,271,475	10,110,171	11,201,320
3,149,973	20,668,385	9,210,873	9,132,532	10,225,698
42,502	-	-	-	-
376,263	-	12,556	9,011	8,949
1,972,305	2,989,823	3,147,200	3,037,046	4,069,160
1,381,846	914,109	815,032	712,944	612,001
11,183,740	48,730,556	27,589,317	31,861,022	33,908,149
4,370,327	4,457,740	4,434,695	4,909,923	5,706,357
628,728	579,548	560,434	1,351,190	993,318
1,658,235	1,884,867	2,169,370	2,599,035	2,531,154
2,315,364	665,555	711,272	683,245	915,342
567,622	-	-	-	-
-	3,081,604	7,664,383	8,133,471	3,962,337
9,540,276	10,669,314	15,540,154	17,676,864	14,108,508
$ 20,724,016	$ 59,399,870	$ 43,129,471	$ 49,537,886	$ 48,016,657
$ 1,382,633	$ 1,252,877	$ 3,398,445	$ 5,393,763	$ 2,627,673
56,495	256,485	998,484	1,297,318	1,105,257
11,203,137	32,021,633	22,829,625	27,408,223	28,102,997
12,642,265	33,530,995	27,226,554	34,099,304	31,835,927
3,949,637	3,991,542	4,532,877	4,924,282	5,510,461
1,042,072	1,037,207	1,397,200	1,432,477	1,421,306
1,785,974	1,811,707	1,804,957	2,810,527	2,931,582
173,695	447,580	3,664,265	2,714,210	1,633,859
-	10,785	126,100	173,028	161,877
-	-	-	-	-
563,657	24,555,035	-	-	-
7,515,035	31,853,856	11,525,399	12,054,524	11,659,085
$ 20,157,300	$ 65,384,851	$ 38,751,953	$ 46,153,828	$ 43,495,012

(Continued)

CITY OF STOCKBRIDGE, GEORGIA

CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year				
	2016	2017	2018	2019	2020
Program Revenues (Continued)					
Net (expense)/revenue:					
Governmental activities	$ (3,807,321)	$ (4,931,079)	$ (6,805,056)	$ (7,720,278)	$ (2,845,748)
Business-type activities	345,439	(275,015)	(139,882)	1,877,095	(93,632)
Total primary government net expense	$ (3,461,882)	$ (5,206,094)	$ (6,944,938)	$ (5,843,183)	$ (2,939,380)
General Revenues and					
Other Changes in Net Position					
Governmental activities:					
Taxes:					
Property taxes	$ 124,284	$ 126,814	$ 221,334	$ 352,331	$ 544,338
Sales taxes	3,785,414	3,887,722	4,161,389	4,474,981	-
Franchise taxes	1,480,642	1,419,291	1,497,519	1,559,754	1,599,506
Alcoholic beverage taxes	711,402	726,445	747,612	760,087	842,612
Business and occupation taxes	601,511	661,371	815,350	827,926	959,288
Insurance premium taxes	1,642,740	1,751,247	1,888,635	2,012,698	2,122,713
Hotel/Motel taxes	222,993	445,240	454,239	472,110	349,863
Other taxes	103,613	180,437	68,837	136,456	93,190
Unrestricted investment earnings	1,381	2,007	2,761	12,434	27,337
Gain on sale of capital assets	-	-	-	-	-
Transfers	(493,164)	(2,328,608)	(413,906)	(330,801)	(616,109)
Total governmental activities	8,180,816	6,871,966	9,443,770	10,277,976	5,922,738
Business-type activities:					
Unrestricted investment earnings	4	-	-	-	-
Gain on sale of capital assets	-	-	-	-	-
Transfers	493,164	2,328,608	413,906	330,801	616,109
Total business-type activities	493,168	2,328,608	413,906	330,801	616,109
Total primary government	$ 8,673,984	$ 9,200,574	$ 9,857,676	$ 10,608,777	$ 6,538,847
Change in Net Position					
Governmental activities	$ 4,373,495	$ 1,940,887	$ 2,638,714	$ 2,557,698	$ 3,076,990
Business-type activities	838,607	2,053,593	274,024	2,207,896	522,477
Total primary government	$ 5,212,102	$ 3,994,480	$ 2,912,738	$ 4,765,594	$ 3,599,467

Note:

(1) The Community Center and the Conference Center activity was moved from a separate fund to a department within the General Fund in 2021.

	Fiscal Year				
	2021	2022	2023	2024	2025
	$ 1,458,525	$ (15,199,561)	$ (362,763)	$ 2,238,282	$ (2,072,222)
	(2,025,241)	21,184,542	(4,014,755)	(5,622,340)	(2,449,423)
	$ (566,716)	$ 5,984,981	$ (4,377,518)	$ (3,384,058)	$ (4,521,645)
	$ 806,485	$ 770,169	$ 9,368,344	$ 7,889,884	$ 8,137,253
	-	-	-	-	-
	1,494,487	1,614,172	1,767,594	348,499	1,979,543
	841,605	851,324	841,664	856,107	881,877
	1,083,528	1,210,279	1,529,950	1,695,250	1,696,328
	2,187,071	2,389,696	2,568,811	3,404,723	3,880,138
	546,818	484,363	1,022,886	1,124,280	1,289,772
	131,398	165,611	90,757	250,130	285,025
	1,894	1,256	208	219	739,506
	-	-	-	424,668	-
	154,386	(4,374,970)	(3,544,197)	(6,817,997)	(5,172,895)
	7,247,672	3,111,900	13,646,017	9,175,763	13,716,547
	-	-	-	-	1
	-	-	-	-	-
	(154,386)	4,374,970	3,544,197	6,817,997	5,172,895
	(154,386)	4,374,970	3,544,197	6,817,997	5,172,896
	$ 7,093,286	$ 7,486,870	$ 17,190,214	$ 15,993,760	$ 18,889,443
	$ 8,706,197	$ (12,087,661)	$ 13,283,254	$ 11,414,045	$ 11,644,325
	(2,179,627)	25,559,512	(470,558)	1,195,657	2,723,473
	$ 6,526,570	$ 13,471,851	$ 12,812,696	$ 12,609,702	$ 14,367,798

CITY OF STOCKBRIDGE, GEORGIA

GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year	Property Tax	Sales Tax	Franchise Tax	Alcoholic Beverage Tax	Business and Occupation Tax	Insurance Premium Tax
2016	$ 124,284	$ 3,785,414	$ 1,480,642	$ 711,402	$ 601,511	$ 1,642,740
2017	126,814	3,887,722	1,419,291	726,445	661,371	1,751,247
2018	221,334	4,161,389	1,497,519	747,612	815,350	1,888,635
2019	352,331	4,474,981	1,559,754	760,087	827,926	2,012,698
2020	544,338	-	1,599,506	842,612	959,288	2,122,713
2021	806,485	-	1,494,487	841,605	1,083,528	2,187,071
2022	770,169	-	1,614,172	851,324	1,210,279	2,389,696
2023	9,368,344	-	1,767,594	841,664	1,529,950	2,568,811
2024	7,889,884	-	348,499	856,107	1,695,250	3,404,723
2025	8,137,253	-	1,979,543	881,877	1,696,328	3,880,138

Note: Sales and Use Tax revenues along with most other tax revenue sources have increased due to the significant growth in both population and commercial businesses. The City began collecting property taxes during 2023.

Other Taxes	Total
$ 326,606	$ 8,672,599
625,677	9,198,567
523,076	9,854,915
608,566	10,596,343
443,053	6,511,510
678,216	7,091,392
649,974	7,485,614
1,113,643	17,190,006
1,374,410	15,568,873
1,574,797	18,149,936

CITY OF STOCKBRIDGE, GEORGIA

FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year				
	2016	2017	2018	2019	2020
General Fund:					
Nonspendable	$ 4,605,760	$ 2,289,521	$ 2,274,304	$ 2,276,346	$ 2,293,686
Restricted	-	-	-	-	-
Assigned	58,937	2,874	829,299	315,625	1,104,366
Unassigned	11,326,184	16,328,566	15,634,005	16,648,682	13,603,614
Total General Fund	$ 15,990,881	$ 18,620,961	$ 18,737,608	$ 19,240,653	$ 17,001,666
All Other Governmental Funds:					
Nonspendable	$ 5,597	$ 5,000	$ 5,000	$ 5,824	$ 5,000
Restricted, reported in:					
Special revenue funds	187,190	337,145	506,466	691,087	839,531
Capital project funds	16,557,661	14,963,965	16,085,451	16,069,737	8,432,636
Permanent fund	7,284	7,284	6,950	6,950	6,950
Assigned, reported in:					
Capital project funds	-	-	(162,940)	(61,322)	(3,030,430)
Unassigned	-	-	-	-	-
Total all other governmental funds	$ 16,757,732	$ 15,313,394	$ 16,440,927	$ 16,712,276	$ 6,253,687

Fiscal Year				
2021	2022	2023	2024	2025
$ 2,298,715	$ 2,569,719	$ 2,486,118	$ 2,631,093	$ 1,490,801
-	-	-	-	-
7,975,208	679,237	8,468	-	-
5,769,093	1,212,272	3,462,355	(710,438)	16,423,053
$ 16,043,016	$ 4,461,228	$ 5,956,941	$ 1,920,655	$ 17,913,854
$ 5,000	$ 5,566	$ 5,000	$ 9,705	$ 5,000
1,059,221	1,098,311	1,715,767	2,776,598	1,575,585
28,620,712	39,430,598	44,319,427	55,586,631	46,830,913
6,950	6,950	7,284	7,284	9,446
353,351	353,351	353,351	353,351	353,351
-	(260,855)	-	-	(8,085)
$ 30,045,234	$ 40,633,921	$ 46,400,829	$ 58,733,569	$ 48,774,295

CITY OF STOCKBRIDGE, GEORGIA

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year				
	2016	2017	2018	2019	2020
Revenues					
Taxes	$ 8,625,047	$ 9,266,993	$ 9,854,915	$ 10,596,343	$ 6,522,700
Licenses and permits	258,637	291,989	714,550	697,648	819,533
Intergovernmental	2,839,897	2,758,823	3,278,162	3,437,264	8,780,119
Fines and forfeitures	539,215	68,652	39,297	77,523	26,498
Charges for services	5,590	7,858	74,112	159,781	85,649
Impact fees	-	-	-	-	292,941
Rental income	-	600	30,969	36,531	278
Investment earnings	25,049	54,715	111,727	155,698	66,383
Miscellaneous	161,623	139,752	144,089	204,804	114,115
Total revenues	12,455,058	12,589,382	14,247,821	15,365,592	16,708,216
Expenditures					
General government	2,701,378	2,990,473	4,665,663	4,558,705	4,075,046
Judicial	437,762	180,971	122,342	220,695	214,208
Public safety	136,373	161,280	148,680	199,803	232,493
Public works and parks	1,699,509	2,122,376	2,361,610	2,571,822	2,964,115
Health and welfare	-	-	-	-	1,509,531
Culture and recreation	-	-	-	-	-
Housing and development	739,159	1,042,949	1,479,499	1,881,539	1,637,282
Capital outlay	869,169	4,121,584	2,886,748	3,621,973	16,959,540
Debt service:					
Principal	595,000	625,000	650,000	680,000	710,000
Interest	613,951	585,859	556,491	525,860	493,848
Bond issuance costs	-	-	-	-	-
Total expenditures	7,792,301	11,830,492	12,871,033	14,260,397	28,796,063
Excess of revenues over (under) expenditures	4,662,757	758,890	1,376,788	1,105,195	(12,087,847)
Other financing sources (uses)					
Proceeds from debt issues	-	-	-	-	-
Recognition of extinguishment of debt	4,532,836	-	-	-	-
Transfers	(54,726)	(120,785)	(162,065)	(330,801)	(616,109)
Proceeds from sale of assets	-	547,637	19,457	-	6,380
Proceeds from leases	-	-	-	-	-
Total other financing sources (uses)	4,478,110	426,852	(142,608)	(330,801)	(609,729)
Net change in fund balances	$ 9,140,867	$ 1,185,742	$ 1,234,180	$ 774,394	$ (12,697,576)
Debt service as a percentage of non-capital expenditures	17.7%	14.7%	11.4%	9.9%	10.0%

Fiscal Year				
2021	2022	2023	2024	2025
$ 7,074,412	$ 7,483,294	$ 16,337,181	$ 15,548,668	$ 17,974,196
667,913	813,684	1,541,760	2,360,466	1,561,473
10,967,695	31,806,828	22,825,522	26,683,983	26,187,892
56,495	256,485	998,484	1,297,318	1,105,257
168,441	280,123	648,673	1,558,890	798,535
234,829	213,480	2,370	588,763	1,066,164
-	31,560	25,827	21,192	28,499
2,507	2,581	1,941	1,796	739,646
546,279	127,510	1,182,185	1,587,115	1,087,967
19,718,571	41,015,545	43,563,943	49,648,191	50,549,629
4,462,556	6,218,975	6,386,982	7,206,557	7,771,807
212,568	357,139	673,186	899,945	837,449
1,126,188	4,435,360	7,902,482	9,881,296	10,434,407
3,530,060	5,883,404	3,446,186	4,019,627	5,545,259
42,502	-	-	-	-
365,855	-	-	-	328
1,974,293	2,990,746	3,148,134	3,037,046	4,069,160
9,340,130	13,444,994	5,643,276	6,260,326	5,422,182
745,000	3,476,897	4,762,688	4,918,679	4,970,264
644,376	943,550	858,036	757,147	657,437
536,098	-	-	-	-
22,979,626	37,751,065	32,820,970	36,980,623	39,708,293
(3,261,055)	3,264,480	10,742,973	12,667,568	10,841,336
25,805,000	-	-	-	-
-	-	-	-	-
154,386	(4,374,970)	(3,480,352)	(5,077,180)	(4,930,945)
134,566	-	-	532,705	36,100
-	-	-	173,361	-
26,093,952	(4,374,970)	(3,480,352)	(4,371,114)	(4,894,845)
$ 22,832,897	$ (1,110,490)	$ 7,262,621	$ 8,296,454	$ 5,946,491
14.7%	15.8%	18.7%	16.9%	15.7%

CITY OF STOCKBRIDGE, GEORGIA

GENERAL GOVERNMENT TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year	Property Tax	Franchise Tax	Alcoholic Beverage Tax	Insurance Premium Tax	Business and Occupation Tax	Other Taxes	Total
2016	$ 124,284	$ 1,433,090	$ 711,402	$ 1,642,740	$ 546,502	$ 381,615	$ 4,839,633
2017	126,814	1,487,717	726,445	1,751,247	661,371	625,677	5,379,271
2018	221,334	1,497,519	747,612	1,888,635	815,350	523,076	5,693,526
2019	352,331	1,559,754	760,087	2,012,698	827,926	608,566	6,121,362
2020	555,528	1,599,506	842,612	2,122,713	959,288	443,053	6,522,700
2021	806,485	1,494,487	841,605	2,187,071	1,083,528	678,216	7,091,392
2022	770,169	1,614,172	851,324	2,389,696	1,210,279	649,974	7,485,614
2023	9,368,344	1,767,594	841,664	2,568,811	1,529,950	1,113,643	17,190,006
2024	7,889,884	348,499	856,107	3,404,723	1,695,250	1,374,410	15,568,873
2025	8,137,253	1,979,543	881,877	3,880,138	1,696,328	1,574,797	18,149,936

Note: Sales and Use Tax revenues along with most other tax revenue sources have increased due to the significant growth in both population and commercial businesses.

CITY OF STOCKBRIDGE, GEORGIA

ASSESSED VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS

Tax Year	Assessed Value				Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
	Real and Personal Property	Motor Vehicle	Mobile Home	Other			
2016	$ 806,767,219	$ 11,699,210	$ 1,475,725	$ 20,499	$ (8,617,909)	$ 811,344,744	0.000
2017	851,439,452	8,526,740	1,540,136	-	(13,588,601)	847,917,727	0.000
2018	903,388,035	5,912,810	1,534,666	57,530	(15,504,457)	895,388,584	0.000
2019	962,641,023	4,770,560	1,755,941	112,255	(12,896,367)	956,383,412	0.000
2020	1,016,246,217	3,822,220	1,767,905	42,036	(16,847,322)	1,005,031,056	0.000
2021	1,071,979,964	3,081,600	1,774,787	39,322	(19,642,092)	1,057,233,581	0.000
2022	1,308,782,765	2,928,210	1,862,463	18,410	(27,440,912)	1,286,150,936	0.000
2023	1,862,016,835	3,223,550	1,934,485	5,260	(41,485,697)	1,825,694,433	3.770
2024	1,946,152,488	3,426,920	2,032,449	7,529	(44,708,060)	1,906,911,326	3.770
2025	1,935,469,504	2,680,570	2,043,056	10,770	(116,606,438)	1,823,597,462	3.770

SOURCE:
Henry County Tax Commissioner

Note: Assessed value is calculated at 40% of estimated actual fair market value.

CITY OF STOCKBRIDGE, GEORGIA

PROPERTY TAX RATES
DIRECT AND OVERLAPPING GOVERNMENTS
(PER $1,000 OF ASSESSED VALUE)
LAST TEN FISCAL YEARS

Tax/Fiscal Year	City	County	County School District M&O	County School District Bond	Water	Hospital	State	Total
2016	-	12.73	20.00	3.63	2.00	-	-	38.36
2017	-	12.73	20.00	3.63	2.00	-	-	38.36
2018	-	12.73	20.00	3.63	2.00	-	-	38.36
2019	-	12.73	20.00	3.63	2.00	-	-	38.36
2020	-	12.73	20.00	3.63	2.00	-	-	38.36
2021	-	12.73	20.00	3.63	2.00	-	-	38.36
2022	-	12.73	20.00	3.63	2.00	-	-	38.36
2023	3.77	10.28	20.00	3.63	2.00	-	-	39.67
2024	3.77	10.73	20.00	2.00	2.00	-	-	38.50
2025	3.77	10.73	21.80	2.00	2.00	-	-	40.30

SOURCE:
Henry County Tax Commissioner

Note: All tax rates are per $1,000 assessed valuation, less exemptions.

CITY OF STOCKBRIDGE, GEORGIA

PRINCIPAL PROPERTY TAXPAYERS
CURRENT YEAR AND NINE YEARS AGO

Taxpayer	Fiscal Year 2025 Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	Fiscal Year 2016 Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
Sterling Atlanta Apartments LLC	60,600	1	3.12%	-		-
St. Ives LLC	55,200	2	2.85%	26,361	1	3.54%
CSP Community Owner LLC	52,084	3	2.68%	21,600	3	2.90%
Eastwood Villlage Garden LP	46,500	4	2.40%	-		-
Washreit 860 South LLC	44,577	5	2.30%	-		-
AR-Eagles Lndg LLC, JFB - Eagles Lndg LLC	43,500	6	2.24%	-		-
Waterford Landings Apartments LLC	40,173	7	2.07%	-		-
Render Apartment	36,240	8	1.87%	-		-
700 Rock Quarry Property LLC	35,289	9	1.82%	-		-
Washreit 900 Dwell LLC	35,275	10	1.82%	-		-
South Atlanta Eastwood Village LLC	-		-	24,967	2	3.36%
Wal-Mart Real Estate Business Trust #3402.00	-		-	19,425	4	2.61%
JES at Eagles Landing LLC & Roundtrippers	-		-	19,300	5	2.59%
HPI Waterford Landing DST	-		-	19,015	6	2.56%
Wal-Mart Real Estate Business Trust	-		-	15,987	7	2.15%
Georgia Power Company	-		-	15,835	8	2.13%
Sagebrush Stonegate Apartments LLC	-		-	14,937	9	2.01%
Eagles Landing First Baptist	-		-	14,810	10	1.99%
Total	$ 449,438		23.17%	$ 192,237		25.84%

SOURCE:
Henry County Tax Commissioner

Note: Amounts expressed in thousands.

Note: Information based on total tax for all Henry County taxpayers.

CITY OF STOCKBRIDGE, GEORGIA

PRINCIPAL FRANCHISE TAXPAYERS
CURRENT YEAR AND NINE YEARS AGO

	Fiscal Year 2025			Fiscal Year 2016		
Franchise Taxpayer	Revenue	Rank	Percentage of Total Revenue	Revenue	Rank	Percentage of Total Revenue
Georgia Power Company	$ 1,558,817	1	79.97%	$ 1,111,355	1	72.21%
Atlanta Gas Light	231,530	2	11.88%	92,568	4	6.01%
Charter	72,835	3	3.74%	136,255	2	8.85%
Snapping Shoals	39,748	4	2.04%	5,987	8	0.39
Comcast	24,867	5	1.28%	43,269	5	2.81%
Directv	9,642	6	0.49%	-		-
College Park	6,882	7	0.35%	132,306	3	8.60%
Bellsouth	4,583	8	0.24%	7,833	6	0.51%
Weave Communication	313	9	0.02%	-		-
Spectrotel	25	10	0.00%	-		-
Vontage	-		-	165	10	-
Fusion Cloud (Birch)	-		-	2,505	9	0.16%
Fusion (Cbeyond Communications)	-		-	6,799	7	0.44%
Total	$ 1,949,242		100.00%	$ 1,539,042		100.00%

SOURCE:
Stockbridge Finance Department

CITY OF STOCKBRIDGE, GEORGIA

RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

Fiscal Year	Governmental Activities				Business-type Activities		
	Redevelopment Agency Bonds	Public Facilities Authority Bonds	Leases	Total	Revenue Bonds	Notes Payable	Total
2016	$ 13,025,000	$ -	$ -	$ 13,025,000	$ -	$ 1,515,078	$ 1,515,078
2017	12,400,000	-	-	12,400,000	-	1,432,156	1,432,156
2018	11,750,000	-	-	11,750,000	-	1,346,713	1,346,713
2019	11,070,000	-	-	11,070,000	-	1,258,670	1,258,670
2020	10,360,000	-	-	10,360,000	-	1,213,649	1,213,649
2021	9,615,000	25,805,000	-	35,420,000	-	1,120,169	1,120,169
2022	8,835,000	23,120,000	105,492	32,060,492	-	1,023,845	1,023,845
2023	8,015,000	19,205,000	77,804	27,297,804	-	924,592	924,592
2024	7,160,000	15,225,000	167,486	22,552,486	-	823,674	823,674
2025	6,270,000	11,175,000	137,222	17,582,222	-	-	-

SOURCE:
Population data from Quick Facts Census I

Note: Details regarding the City's outstanding debt can be found in Note 7 of the current financial statements.

Total Primary Government	Population	Percentage of Personal Income	Per Capita
$ 14,540,078	28,202	2.25%	$ 516
13,832,156	29,114	2.07%	475
13,096,713	29,638	1.81%	442
12,328,670	29,904	1.59%	412
11,573,649	24,794	1.49%	467
36,540,169	29,163	4.71%	1,253
33,084,337	29,064	3.89%	1,138
28,222,396	28,567	3.91%	988
23,376,160	35,893	3.91%	651
17,582,222	36,331	3.91%	484

CITY OF STOCKBRIDGE, GEORGIA

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
AS OF DECEMBER 31, 2025

Category of Debt		Amount of Outstanding Debt	Percentage Applicable To Government	Amount Applicable to City of Stockbridge
Direct:				
	City of Stockbridge URA Revenue Bonds	$ 6,270,000	100.00%	$ 6,270,000
	City of Stockbridge PFA Revenue Bonds	11,175,000	100.00%	11,175,000
	Leases	137,222	100.00%	137,222
	Total Direct Debt	17,582,222		17,582,222
Overlapping:				
	General Obligation Debt:			
	Henry County Leases	3,014,915	13.36%	402,793
	Henry County General Obligation	6,700,000	13.36%	895,120
		9,714,915		1,297,913
	Henry County Schools Leases	2,279,111	13.36%	304,489
	Henry County Schools Bonds Payable	244,240,000	13.36%	32,630,464
		246,519,111		32,934,953
	Total Direct and Overlapping Debt	$ 273,816,248		$ 51,815,088

SOURCE:

Henry County Audited FY 2024 Financial Statements.

Henry County Board of Education Audited FY 2024 Financial Statements.

CITY OF STOCKBRIDGE, GEORGIA

LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS

	Fiscal Year				
	2016	2017	2018	2019	2020
Debt limit	$ 81,134,474	$ 84,791,773	$ 89,538,858	$ 95,638,341	$ 100,503,106
Total net debt applicable to limit	-	-	-	-	-
Legal debt margin	$ 81,134,474	$ 84,791,773	$ 89,538,858	$ 95,638,341	$ 100,503,106
Total net debt applicable to the limit as a percentage of debt limit	0.00%	0.00%	0.00%	0.00%	0.00%

Note: Under Georgia law, the City's outstanding general obligation debt should not exceed 10% of total assessed property value. The City has no general obligation debt that is subject to the debt limitation.

Fiscal Year				
2021	2022	2023	2024	2025
$ 105,723,358	$ 128,615,094	$ 182,569,443	$ 195,161,939	$ 194,020,390
-	-	-	-	-
$ 105,723,358	$ 128,615,094	$ 182,569,443	$ 195,161,939	$ 194,020,390
0.00%	0.00%	0.00%	0.00%	0.00%

CITY OF STOCKBRIDGE, GEORGIA

PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS

Fiscal Year	Water & Sewer Fund Gross Revenues	Less: Operating Expenses	Net Available Revenue	Water & Sewer Debt Principal	Water & Sewer Debt Interest	Coverage
2016	$ 3,784,703	$ 2,400,268	$ 1,384,435	$ 80,474	$ 46,565	10.90
2017	5,788,132	2,715,737	3,072,395	82,922	44,111	24.19
2018	4,224,804	2,778,790	1,446,014	85,443	41,583	11.38
2019	6,308,531	2,955,003	3,353,528	88,043	38,977	26.40
2020	4,721,445	3,545,305	1,176,140	45,021	18,373	18.55
2021	4,404,851	3,528,253	876,598	93,480	33,760	6.89
2022	5,744,460	3,611,789	2,132,671	96,324	30,917	16.76
2023	4,596,722	3,565,255	1,031,467	99,253	27,987	8.11
2024	6,665,099	3,978,587	2,686,512	100,918	23,402	21.61
2025	6,275,461	4,394,073	1,881,388	823,674	27,707	2.21

Notes:

(1) Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(2) Operating expenses do not include interest, depreciation, or amortization expense.

(3) Gross revenues include capital contributions.

Urban Redevelopment Revenue Bonds			
Gross/ Pledged Revenues	Principal	Interest	Coverage
$ 1,208,951	$ 595,000	$ 613,951	1.00
1,210,859	625,000	585,859	1.00
1,206,491	650,000	556,491	1.00
1,205,860	680,000	525,860	1.00
1,203,848	710,000	493,848	1.00
1,205,337	745,000	460,337	1.00
1,205,213	780,000	425,213	1.00
1,208,356	820,000	388,356	1.00
1,204,765	855,000	349,765	1.00
1,199,562	890,000	309,562	1.00

CITY OF STOCKBRIDGE, GEORGIA

DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Fiscal Year	Population	Personal Income (thousands) [2]	Per Capita Personal Income [2]	Median Age [2][5]	School Enrollment [3]	Stockbridge Unemployment Rate [4]
2016	28,202 [5]	647,094,890	22,945	35.8	1,604	6.6%
2017	29,114 [5]	667,234,652	22,918	35.3	1,617	4.9%
2018	29,638 [5]	724,826,928	24,456	35.8	1,612	4.3%
2019	29,904 [5]	775,470,528	25,932	34.6	1,522	4.7%
2020	24,794 [5]	775,470,528	25,932	34.6	1,522	4.7%
2021	29,163 [5]	848,409,996	29,092	36.7	1,436	3.8%
2022	29,064 [5]	720,612,816	24,794	36.7	1,414	2.9%
2023	28,567 [5]	655,469,815 [5]	22,945 [2]	36.4	1,518	3.6%
2024	35,893 [5]	1,286,082,083 [5]	35,831 [2]	39.5	1,413	3.6%
2025	36,331 [5]	1,298,869,581 [5]	35,751 [2]	36.4	1,413	4.3% [6]

SOURCES:

[1] Atlanta Regional Commision
[2] Sperling's Best Places
[3] Henry County Board of Education
[4] Homefacts.com
[5] U.S. Census Bureau Estimates
[6] Georgia Labor Market Explorer

CITY OF STOCKBRIDGE, GEORGIA

PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO

	Fiscal Year 2025			Fiscal Year 2016		
Employer	Employees	Rank	Employer's percentage of total employment	Employees	Rank	Employer's percentage of total employment
Piedmont Hospital	1,505	1	40.23%	N/A		-
Walmart Supercenter	644	2	17.21%	722	1	40.20%
Kohl's Department Store	437	3	11.68%	94	7	5.23%
Publix Super Market	227	4	6.07%	268	2	14.92%
Henry County Schools within the City	197	5	5.27%	188	3	10.47%
Costco	192	6	5.13%	N/A		-
City of Stockbridge	179	7	4.78%	71	8	3.95%
Eagles Landing Christian Academy	172	8	4.60%	144	4	8.02%
Eagles Landing Country Club	98	9	2.62%	46	9	2.56%
Ingles	-	10	-	102	8	5.68%
Brandsmart USA	90		2.41%	104	5	5.79%
Vulcan Materials	-		-	29	10	1.61%
Total	3,741			1,768		

SOURCE:
City of Stockbridge, Georgia records.

N/A - information not available.

CITY OF STOCKBRIDGE, GEORGIA

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

	Fiscal Year									
Function	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
Executive	5	4	5	5	7	6	5	6	5	5
Administration	10	12	12	6	8	10	13	10	-	0
Human resources	-	-	-	-	-	-	-	-	2	4
Finance	-	-	-	-	-	-	-	-	7	9
Governing body	-	-	-	-	-	-	-	-	2	2
City clerk	-	-	-	5	5	5	6	4	3	3
Facilities maintenance	4	2	2	2	2	2	2	2	3	2
Municipal court	3	1	1	2	2	2	2	3	3	2
Public works and parks	17	13	19	17	18	18	21	18	26	24
City events	1	1	1	1	1	1	3	-	-	7
IT	-	-	-	-	-	-	-	3	3	2
Code enforcement	2	2	2	2	2	3	2	3	-	0
Police	-	-	-	-	-	5	62	62	71	74
Permitting development	-	-	-	2	2	2	2	3	-	6
Planning and zoning	-	-	-	2	2	2	5	2	-	5
Community development	-	-	-	-	-	-	-	-	12	0
Business Services	-	-	-	-	-	-	-	-	-	3
Economic development	-	-	-	1	1	1	-	1	5	2
Main street	2	2	2	2	2	2	2	3	-	2
GIS	1	1	1	1	1	1	1	1	-	1
Water/Sewer	16	15	18	18	18	22	14	16	15	17
Stormwater	7	7	6	5	5	5	3	4	7	8
Sanitation	1	1	1	1	1	1	1	1	1	1
Conference Center	2	3	3	4	4	5	3	6	7	0
Total	71	64	73	76	81	93	147	148	172	179

SOURCE:
City of Stockbridge, Georgia records

Notes:
(1) Elected officials and appointed court personnel are not included.
(2) The City uses personnel services lawn maintenance, not included above.

CITY OF STOCKBRIDGE, GEORGIA

OPERATING INDICATORS BY FUNCTION
LAST TEN CALENDAR YEARS

Function	Fiscal Year 2016	2017	2018	2019	2020
Municipal Court					
Fines and forfeitures	$ 539,215	$ 57,196	$ 27,845	$ 55,425	$ 25,287
Number of cases	1,702	281	300	574	131
Conference Center					
Annual rents	168,874	191,568	160,280	155,582	17,038
Occupation Tax					
Annual renewals	1,539	1,681	1,880	2,056	2,354
New business licenses	279	228	202	128	250
Public Works					
Miles resurfaced	2.4	5.0	5.1	4.7	5.7
Stormwater					
Potential ponds identified	188	188	186	193	193
Total number of pipes	3,102	3,102	3,102	3,433	359
Total number of feet of pipes	434,491	434,491	432,960	101,385	48,959
Complaints	119	88	111	101	52

SOURCE:
City of Stockbridge, Georgia records.

Note: Revenues from fines decreased significantly in 2016 as Henry County diverted citations to the Henry County State Court and due to the change in probation tolling laws. Revenues decreased significantly in 2020 due to facilities being closed due to COVID-19. Additionally, there was a change in the State probation tolling laws.

Fiscal Year				
2021	2022	2023	2024	2025
$ 37,728	$ 58,522	$ 875,456	$ 1,243,457	$ 1,105,256
381	1,819	4,764	5,991	5,014
9,660	10,170	148,281	130,635	145,425
2,432	2,487	2,495	2,086	2,443
263	485	229	190	220
4.7	5.1	7.0	7.9	6.8
37	52	52	169	198
311	216	3,213	3,360	3,505
187,672	85,743	489,034	496,000	434,496
68	69	43	36	217

CITY OF STOCKBRIDGE, GEORGIA

CAPITAL ASSET STATISTICS BY FUNCTION
LAST TEN FISCAL YEARS

Function/Program	Fiscal Year 2016	2017	2018	2019	2020
Public Works					
City limits (square miles)	14.1	14.1	14	14	14.1
Paved roads (miles)	97.08	97.08	97	97	97.08
Sanitation					
Transfer stations	1	1	1	1	1
Collection trucks	5	1	1	1	1
Small collection vehicles	9	5	5	5	5
Recreation and culture					
Parks	4	4	4	4	4
Community centers	2	2	2	2	2
Library	1	1	1	1	1
Cemeteries	3	3	3	3	3
Water					
Water mains (miles)	44.5	44.5	44.5	45.0	45
Fire hydrants	457	458	459.00	460.00	460.00
Service connections	2,764	2,726	2,833	2,866	2,958
Daily avg consumption (gallons)	679,564	684,970	627,728	515,828	500,000
Storage capacity (gallons)	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
Sewer					
Sanitary sewers (miles)	39.5	40.0	40.0	40.0	40.0
Service connections	4,858	2,431	2,516	2,568	2,568
Treatment plants	1	1	1	1	1
Daily avg treatment (gallons)	.754 MGD	.761 MGD	.761 MGD	.761 MGD	.761 MGD
Treatment capacity	1.5 MGD	1.5 MGD	1.5 MGD	1.5 MGD	1.5 MGD

SOURCE:
City of Stockbridge, Georgia records.

Fiscal Year				
2021	2022	2023	2024	2025
14.1	14.1	14.1	14.1	19.1
97.08	97.08	141.18	141.18	141.18
1	1	1	1	1
1	1	1	1	1
5	5	-	-	6
4	4	4	4	5
2	2	2	2	1
1	1	1	1	1
3	3	2	2	2
45	45	45	45	45
460.00	460.00	460.00	460.00	475.00
2,958	2,958	2,901	3,105	2,976
500,000	500,000	853,000	853,000	879,771
1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
40.0	40.0	40.0	40.0	41.0
2,467	2,467	2,901	2,901	2,816
1	1	1	1	1
.761MGD	.714MGD	.960MGD	.960MGD	.645MGD
1.5MGD	1.5MGD	1.5MGD	1.5MGD	1.5MGD

COMPLIANCE SECTION

MAULDIN & JENKINS
CPAs & ADVISORS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and Members
of City Council
City of Stockbridge, Georgia
Stockbridge, Georgia

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States ("*Government Auditing Standards*"), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the **City of Stockbridge, Georgia** (the "City") as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated July 30, 2026.

Report on Internal Control over Financial Reporting
In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items 2025-001 though 2025-005 that we consider to be material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

The City of Stockbridge's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. The City's responses were not subjected to the other auditing procedures applied in the audit of the financial statements, and accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Mauldin & Jenkins, LLC

Macon, Georgia
July 30, 2026

MAULDIN & JENKINS
CPAs & ADVISORS

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Honorable Mayor and Members
of City Council
City of Stockbridge
Stockbridge, Georgia

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Stockbridge, Georgia's (the "City") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended December 31, 2025. The City's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the City of Stockbridge, Georgia complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America ("GAAS"); the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States ("*Government Auditing Standards*"); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified and unmodified opinions on compliance for each major federal program. Our audit does not provide a legal determination of City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

Government Auditing Standards requires the auditor to perform limited procedures on the City of Stockbridge, Georgia's response to the noncompliance finding identified in our compliance audit described in the accompanying Schedule of Findings and Questioned Costs. The City of Stockbridge, Georgia's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Mauldin & Jenkins, LLC

Macon, Georgia
July 30, 2026

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2025

Grant Program	Federal Assistance Listing Number	Grant I.D.	Expenditures
U.S. Department of Treasury			
Direct Award:			
COVID-19 Coronavirus State and Local:			
Fiscal Recovery Fund	21.027	N/A	$ 961,396
Pass-through from the State of Georgia:			
Public Safety and Community Violence Reduction Grant Program	21.027	GA-0013874	416,553
Total U.S. Department of Treasury			1,377,949
U.S. Department of Justice			
Direct Award:			
Public Safety Partnerships and Community Policing Grants:			
COPS Hiring Program	16.710	15JCOPS-22-GG-03440-UHPX	266,420
Public Safety Partnerships and Community Policing Grants:			
Supporting Law Enforecement Agencies in Seeking Accreditation	16.710	15JCOPS-23-GG-02083-PPSE	57,300
Bulletproof Vest Partnership Program	16.607	2023-BU-BX-23035646	531
Byrne Discretionary Grants	16.753	15PBJA-23-GG-00087-BRND	39,577
Total U.S. Department of Justice			363,828
Total Expenditures of Federal Awards			$ 1,741,777

CITY OF STOCKBRIDGE, GEORGIA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED DECEMBER 31, 2025

NOTE 1. BASIS OF PRESENTATION

The Schedule of Expenditures of Federal Awards includes the federal grant activity of the City of Stockbridge, Georgia (the "City") and is presented on the accrual basis of accounting.

The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal* Awards ("Uniform Guidance"). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

NOTE 2. DE MINIMIS INDIRECT COST RATE

The City elected not to use the 10% de minimis cost rate for the year ended December 31, 2025.

NOTE 3. SUBRECIPIENTS

The City did not pass through any funds to subrecipients during the year ended December 31, 2025.

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2025

SECTION I
SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP.	Unmodified
Internal control over financial reporting: Material weaknesses identified?	__X__ Yes _____ No
Significant deficiencies identified not considered to be material weaknesses?	_____ Yes __X__ None Reported
Noncompliance material to financial statements noted?	_____ Yes __X__ No

Federal Awards

Internal Control over major programs: Material weaknesses identified?	__X__ Yes _____ No
Significant deficiencies identified?	_____ Yes __X__ None Reported
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	_____ Yes __X__ No

Identification of major program:

Assistance Listing Number	Name of Federal Program or Cluster
21.027	COVID-19 – Coronavirus State and Local Fiscal Recovery Fund

Dollar threshold used to distinguish between Type A and Type B programs:	$1,000,000
Auditee qualified as low-risk auditee?	_____ Yes __X__ No

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2025

SECTION II
FINANCIAL STATEMENT FINDINGS AND RESPONSES

2025 – 001. Management of Receivable, Revenue, Unearned Revenue and Unavailable Revenue Accounts

Criteria: Generally accepted accounting principles require revenues to be recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. As a part of these processes, the City should review all revenue transactions to determine reporting in the proper period.

Condition: The City did not properly adjust receivables and related balances in the various funds as of December 31, 2025.

Effect: The following adjustments were made to adjust receivables and related balances as of December 31, 2025:

- General Fund – Net adjustments to increase receivables by $2,084,550, increase revenue by $475,908, increase expenditures by $2,392, increase fund balance by $1,528,080, and increase unavailable revenue by $82,955.
- Grants Fund – Net adjustments to decrease revenue by $200,000 and increase fund balance by $200,000.
- SPLOST V Fund – Net adjustments to decrease revenue and taxes receivable by $625,872.
- SPLOST VI Fund – Net adjustments to decrease revenue and cash by $638,974.
- TSPLOST Fund – Net adjustment to decrease revenue by $590,212 and increase fund balance by $590,212.
- Water & Sewer Fund – Net adjustment to decrease receivables by $14,687, decrease revenue by $14,687, decrease expenditures by $2,638, and decrease the allowance for doubtful accounts by $2,638.
- Stormwater Fund – Net adjustment to increase receivables by $55,747, increase revenue by $56,147, and increase expenses by $400.
- Solid Waste Fund – Net adjustments to increase receivables by $47,454, increase revenue by $31,524, increase expenses by $491, and increase unavailable revenue by $16,420.
- Conference Center Fund – Net adjustments to increase revenue by $24,954, to increase unearned revenue by $4,923, to decrease accounts payable by $17,710, and to increase expenses by $12,166.
- Tax Allocation District Fund – Net adjustment to increase taxes receivable and tax revenue by $2,580.

Cause: Management oversight.

Recommendation: We recommend that the City strengthen its control over its receivables and related balances to ensure balances are properly stated at year-end.

Views of Responsible Officials and Planned Corrective Action: We concur. We will implement procedures to strengthen controls over the City’s receivables and related balances at year-end to ensure balances are properly stated.

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2025

SECTION II
FINANCIAL STATEMENT FINDINGS AND RESPONSES (CONTINUED)

2025 – 002. Depreciation and Accumulated Depreciation for Governmental Funds

Criteria: Generally accepted accounting principles require depreciation to be reported in the government-wide financial statements because these statements are prepared on the full accrual basis of accounting, which recognizes the consumption of long-term assets. In contract, governmental funds, which focus on short-term financial resources, are reported on the modified accrual basis and therefore do not report depreciation.

Condition: During fiscal year 2025, the City recorded depreciation and accumulated depreciation in the General Fund.

Effect: The following adjustments were made to properly state the expenditures in the General Fund:

- An adjustment to increase expenditures by $528,478.
- An adjustment to decrease cash by $531,877.
- An adjustment to decrease accumulated depreciation by $82,214.
- An adjustment to decrease depreciation by $78,815.

Cause: Management oversight.

Recommendation: We recommend that the City strengthen internal controls over the recording of depreciation and accumulated depreciation in the correct types of funds to ensure that balances are properly stated at year-end.

Views of Responsible Officials and Planned Corrective Action: We concur. Additional controls will be implemented to ensure expenditures are properly reported at year-end.

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2025

SECTION II
FINANCIAL STATEMENT FINDINGS AND RESPONSES (CONTINUED)

2025 – 003. Capitalization of Capital Assets & Accounting for Assets Held for Resale

Criteria: Generally accepted accounting principles require capital assets purchased or acquired be reported at historical cost or estimated historical cost. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Assets held for resale should be recorded at the lower of cost or net realizable value.

Condition: The City excluded capital items from its governmental capital assets detail and its business-type detail for the year December 31, 2025. Additionally, the City did not properly transfer capital assets between governmental and business-type funds when projects were completed. Assets held for resale were incorrectly removed from governmental funds during 2025.

Effect: The following adjustments were made to properly record activity during the year:

- General Fund: An adjustment to decrease assets held for sale and fund balance by $522,512.
- Water & Sewer Fund: An adjustment to increase cash by $531,877, increase capital assets by $2,788,947, increase accumulated depreciation by $2,370,042, increase depreciation expense by $981,054, increase capital contributions by $193,560, decrease net position by $393,948, and decrease expenses by $1,344,328.
- Stormwater Fund: An adjustment to decrease capital assets by $261,662, increase accumulated depreciation by $144,561, increase depreciation expense by $489,593, increase capital contributions by $48,390, and decrease expenses by $34,980.
- Solid Waste Fund: An adjustment to decrease capital assets by $29,946, increase accumulated depreciation by $14,973, and increase depreciation expense by $44,918.
- Conference Center Fund: An adjustment to increase capital assets and decrease expenses by $12,893.
- Amphitheater Fund: An adjustment to increase capital assets by $212,850, increase accumulated depreciation by $1,217,123, increase depreciation expense by $1,217,123, and decrease expenses by $212,850.
- Governmental Activities: Adjustment to decrease construction in progress by $1,146,123.

Cause: Internal controls over capital assets were not in place to ensure the proper capitalization of all capital assets.

Recommendation: We recommend that the City strengthen internal controls over the capitalization and reporting of capital assets

Views of Responsible Officials and Planned Corrective Action: We concur. We will strengthen procedures to ensure capital assets are properly recorded.

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2025

SECTION II
FINANCIAL STATEMENT FINDINGS AND RESPONSES (CONTINUED)

2025 – 004. Accounting and Reporting of Amphitheater Expenditures

Criteria: Generally accepted accounting principles require that expenses must be recorded in the fund from which they are legally or contractually authorized to be paid. Additionally, proper internal controls should be in place to ensure that all disbursements are properly reviewed and approved by an authorized individual.

Condition: During fiscal year 2025, the City did not properly adjust expenditures in the General Fund for the activity of the Amphitheater, as well as payment to a third party. During the testing of Amphitheater expenditures, it was noted that two disbursements did not have proper approvals by management or supporting documentation.

Effect: The following adjustments were made to properly state expenditures:

- General Fund – An adjustment to increase expenditures and decrease cash by $6,013,271.

Cause: Management oversight.

Recommendation: We recommend that the City strengthen internal controls over expenditures and related activity for the Amphitheater to ensure that balances are properly stated at year-end and that all expenditures are reviewed and approved by management before being paid.

Views of Responsible Officials and Planned Corrective Action: We concur. Additional controls will be implemented to ensure expenditures are properly reviewed and approved at year-end.

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2025

SECTION II
FINANCIAL STATEMENT FINDINGS AND RESPONSES (CONTINUED)

2025 – 005. Interfund Activity

Criteria: Generally accepted accounting principles require the reporting of interfund receivables and payables when transactions occur between individual funds for goods provided or services rendered. Additionally, transfers should be recorded for when funds are not expected to repay interfund receivables/payables.

Condition: Interfund receivables/payables and transfers were not properly stated for the period ended December 31, 2025.

Effect: The following adjustments were made to properly state the interfund amounts:

- General Fund – Net adjustments to increase cash by $388,326, increase interfund payables by $4,843,114, increase transfers out by $4,046,366, decrease accounts payable by $504, decrease revenues by $407,920, and to decrease expenditures by $1.
- Grants Fund – An adjustment to decrease cash by $626,999, increase interfund receivables by $620,765, and to increase transfers out by $6,234.
- Downtown Development Fund – An adjustment to increase cash by $5,946, increase interfund payables by $45,893, increase transfers in by $45,000, and increase expenditures by $84,947.
- City-wide Development Fund – An adjustment to decrease cash by $417,050, decrease interfund payables by $407,753, increase transfers in by $45,000, increase expenditures by $62,797, and increase revenue by $8,500.
- Public Facilities Authority – An adjustment to decrease interfund payables and expenditures by $4,386,740.
- Water & Sewer Fund – An adjustment to increase cash by $1,631,254 and decrease interfund receivables by $1,631,254.
- Stormwater Fund – An adjustment to increase cash and interfund payables by $314,825.
- Solid Waste Fund – An adjustment to increase cash and interfund payables by $3,831,866.
- Amphitheater Fund – An adjustment to increase cash by $3,635,185, increase interfund payables by $35,185, increase transfers in by $2,638,457, and decrease expenses by $961,544.
- SPLOST IV Fund – An adjustment to decrease cash by $356,661, decrease interfund payables by $119,577, and increase transfers out by $236,080.
- Urban Redevelopment Fund – An adjustment to increase cash and interfund payables by $33,256.
- Impact Fee Fund – An adjustment to increase cash and interfund payables by $1,332,383.

Cause: Management oversight.

Recommendation: We recommend that the City strengthen internal controls over interfund activity to ensure interfund activity is properly stated at year-end.

Views of Responsible Officials and Planned Corrective Action: We concur. Additional controls will be implemented to ensure interfund activity is properly recorded.

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2025

2024 – 001. Management of Receivable, Revenue, Unearned Revenue and Unavailable Revenue Accounts

Criteria: Generally accepted accounting principles require revenues to be recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. As a part of these processes, the City should review all revenue transactions to determine reporting in the proper period.

Condition: The City did not properly adjust receivables and related balances in various funds as of December 31, 2024.

Auditee Response/Status: Unresolved – See Finding 2025 – 001.

2024 – 002. Interfund Activity

Criteria: Generally accepted accounting principles require the reporting of interfund receivables and payables when transactions occur between individual funds for goods provided or services rendered.

Condition: Interfund receivables/payables and transfers were not properly stated for the period ended December 31, 2024.

Auditee Response/Status: Unresolved – See Finding 2025 – 005.

2024 – 003. Management of Prepaid Assets and Expenditures

Criteria: Generally accepted accounting principles require expenses to be recognized in the same accounting period as the revenues they help generate. Accordingly, prepaid assets are recognized when an expenditures/expense is made for goods or services that were purchased for consumption but not consumed as of year-end.

Condition: Interfund receivables/payables and transfers were not properly stated for the period ended December 31, 2024.

Auditee Response/Status: Resolved.

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2025

2024 – 004. Inventory

Criteria: Generally accepted accounting principles require inventory to be reported as an asset and the recognition of expense to be deferred to the period in which the inventory is consumed.

Condition: During fiscal year 2024, the City did not reconcile the general ledger to reflect inventory on hand as of December 31, 2024.

Auditee Response/Status: Resolved.

2024 – 005. Expenditures and Adjustments to Cash

Criteria: Generally accepted accounting principles require expenses to be reported when they are incurred, regardless of the timing of related cash flows.

Condition: During fiscal year 2024, the City recorded expenditures due to resolutions being passed but in which actual expenditures were not incurred during the year.

Auditee Response/Status: Resolved.

2024 – 006. Accounting and Reporting of Amphitheater Expenditures

Criteria: Generally accepted accounting principles require that expenses must be recorded in the fund from which they are legally or contractually authorized to be paid. Additionally, proper internal controls should be in place to ensure that all disbursements are properly reviewed and approved by an authorized individual.

Condition: During fiscal year 2024, the City did not properly adjust expenditures in the General Fund for the activity of the Amphitheater. During the testing of Amphitheater expenses, it was noted that numerous disbursements did not have proper approvals by management. Additionally, support for some disbursements was not available.

Auditee Response/Status: Partially resolved – See Finding 2025 – 004.

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2025

2024 – 007. Accounting and Reporting of Expenses and Accrued Liabilities

Criteria: Generally accepted accounting principles require timely reporting of all current liabilities when goods have been received or services have been performed, regardless of the timing of related cash flows.

Condition: During fiscal year 2024, the City did not properly adjust liabilities in the SPLOST IV fund as of December 31, 2024.

Auditee Response/Status: Resolved.

2024 – 008. Depreciation and Accumulated Depreciation for Governmental Funds

Criteria: Generally accepted accounting principles require depreciation to be reported in the government-wide financial statements because these statements are prepared on the full accrual basis of accounting, which recognized the consumption of long-term assets. In contract, governmental funds, which focus on short-term financial resources, are reported on the modified accrual basis and therefore do not report depreciation.

Condition: During fiscal year 2024, the City recorded depreciation and accumulated depreciation in the General Fund.

Auditee Response/Status: Unresolved – See Finding 2025 – 002.

2024 – 009. Capitalization of Capital Assets

Criteria: Generally accepted accounting principles require capital assets purchased or acquired to be reported at historical cost or estimated historical cost. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized.

Condition: During fiscal year 2024, the City excluded capital items form its governmental capital assets detail and its business-type detail for the year ended December 31, 2024.

Auditee Response/Status: Unresolved – See Finding 2025 – 003.

CITY OF STOCKBRIDGE, GEORGIA

SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2025

2024 – 010. COVID-19 Coronavirus State and Local Fiscal Recovery Fund Grants ("CSLFRF") – Assistance Listing 21.027 – Reporting

Criteria: Recipients are required to submit quarterly financial reports within thirty dates of the closet of a quarterly time period.

Condition: Multiple required reports were not submitted timely.

Auditee Response/Status: Resolved.

2024 – 011. Public Safety Partnerships and Community Policing Grants ("COPS") – Assistance Listing 16.710 – Reporting

Criteria: Recipients are required to submit quarterly financial and semi-annual performance reports within thirty days of the close of a quarterly or semi-annual time period. The quarterly reports are also required to have all financial records, such as general ledgers and supporting documentation.

Condition: Multiple required reports were not submitted timely.

Auditee Response/Status: Resolved.

City of Stockbridge
4640 North Henry Blvd. • Stockbridge, GA 30281
City Hall: (770) 389-7900 • Fax: (770) 389-7912

CITY OF STOCKBRIDGE, GEORGIA
MANAGEMENT'S CORRECTIVE ACTION PLAN
FOR THE YEAR ENDED DECEMBER 31, 2025

2025 – 001. Management of Receivable Accounts

Name of Contact Person Responsible for Corrective Action Plan: Frank S. Milazi, Treasurer/CFO

Corrective Action Plan:

The City will strengthen its management of accounts receivable by implementing standardized receivable procedures, including timely billing, monthly reconciliation of subsidiary ledgers to the general ledger, and periodic review of aged receivable balances. Tyler ERP 10 Accounts Receivable functionality will be utilized to improve invoice tracking, customer account management, aging reports, and collection monitoring. Management will establish a monthly review process to identify delinquent accounts and evaluate the adequacy of the allowance for uncollectible accounts in accordance with applicable GASB reporting requirements. Staff responsible for receivable processing will receive additional training on Tyler ERP 10 and governmental accounting best practices to ensure consistent application of established procedures.

Anticipated Completion Date: Fiscal year 2026

2025 – 002. Depreciation and Accumulated Depreciation for Governmental Funds

Name of Contact Person Responsible for Corrective Action Plan: Frank S. Milazi, Treasurer/CFO

Corrective Action Plan:

The City will enhance its year-end capital asset reporting process by utilizing the Tyler ERP 10 Fixed Assets module to maintain complete and accurate capital asset records, including acquisition dates, historical cost, useful lives, and depreciation schedules. Management will perform periodic reconciliations between the capital asset records and the general ledger to ensure completeness and accuracy. Depreciation calculations will be reviewed annually to ensure compliance with applicable GASB standards governing capital asset reporting in the government-wide financial statements. Staff will receive additional training on governmental fixed asset accounting and Tyler ERP 10 reporting capabilities to improve consistency and accuracy.

Anticipated Completion Date: Fiscal year 2026

2025 – 003. Capitalization of Capital Assets & Accounting for Assets Held for Resale

Name of Contact Person Responsible for Corrective Action Plan: Frank S. Milazi, Treasurer/CFO

Corrective Action Plan:

The City will establish formal procedures for evaluating expenditures to determine whether they meet the City's capitalization policy and applicable GASB criteria for capital assets. Assets meeting capitalization thresholds will be recorded promptly in the Tyler ERP 10 Fixed Assets module and reconciled to supporting documentation. Management will also develop procedures for identifying and accounting for assets held for resale, including periodic review of asset status and appropriate financial statement classification. Supervisory review will be incorporated into the year-end closing process to verify that capital asset additions, disposals, and assets held for resale have been properly recorded and reported.

Anticipated Completion Date: Fiscal year 2026

2025 – 004. Accounting and Reporting of Amphitheater Expenditures

Name of Contact Person Responsible for Corrective Action Plan: Frank S. Milazi, Treasurer/CFO

Corrective Action Plan:

The City will strengthen project accounting procedures for amphitheater-related expenditures by utilizing Tyler ERP 10 project and capital asset functionality to track project (show) costs by funding source and expenditure category. Management will perform periodic reviews of project expenditures to determine whether costs should be capitalized or expensed in accordance with applicable GASB guidance. Project costs will be reconciled regularly to the general ledger, and supporting documentation will be maintained for all significant transactions. Coordination between Finance and project management personnel will be enhanced to ensure expenditures are accurately classified throughout the construction process and upon project completion.

Anticipated Completion Date: Fiscal year 2026

2025 – 005. Interfund Activity

Name of Contact Person Responsible for Corrective Action Plan: Frank S. Milazi, Treasurer/CFO

Corrective Action Plan:

The City will implement enhanced procedures for recording, reconciling, and reviewing interfund receivables, payables, transfers, and reimbursements. Tyler ERP 10 will be utilized to improve interfund transaction processing and reconciliation through standardized account mapping and reporting. Finance personnel will perform monthly reconciliations of interfund balances to ensure reciprocal accounts agree and any differences are identified and resolved timely. Year-end supervisory review will confirm that interfund balances and transfers are properly reported and eliminated as required under applicable GASB standards.

Anticipated Completion Date: Fiscal year 2026

CITY OF STOCKBRIDGE

UNAUDITED FINANCIALS REPORT

AS OF JULY 31, 2026

PRESENTED BY

FRANK S. MILAZI

CITY TREASURER

STATEMENT OF REVENUES FOR GENERAL FUND

AS OF *JULY 31, 2026*
UNAUDITED

REVENUES	2026 Budget	Year To Date
Fees	2,890,040.00	2,871,497.90
Franchise Tax	2,858,500.00	1,935,968.54
Insurance Premium Tax	3,500,000.00	0.00
Interest	450,000.00	361,380.39
Other Financing	2,959,555.00	368,803.12
Other Taxes	4,475,170.00	1,510026.50
Property Tax	7,635,425.00	659,770.68
SalesTaxes	10,000,000.00	4,776,050.87
TOTAL REVENUES	**$ 34,768,690.00**	**$ 12,483,498.00**

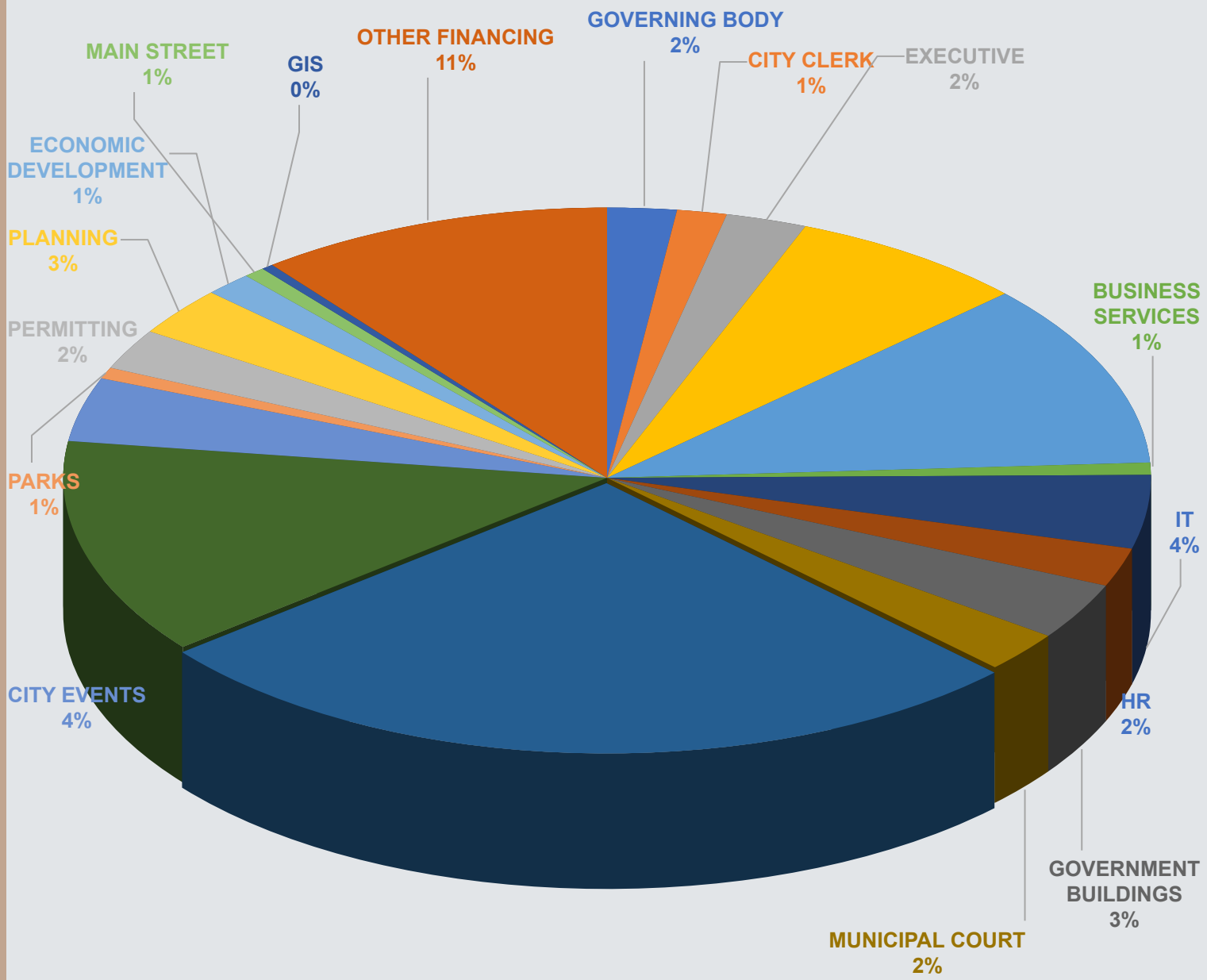
STAYEMENT OF EXPENDITURES FOR GENERAL FUND

AS OF JULY 31, 2026 UNAUDITED

EXPENDITURES	2026 BUDGET	YTD Expenditures
GOVERNING BODY	779,214.00	333,445.01
CITY CLERK	560,772.00	247,272.23
EXECUTIVE	911,523.00	520,360.67
FINANCE	2,696,405.00	1,520,292.87
NON-DEPARTMENTAL	4,179,428.00	278,417.73
BUSINESS SERVICES	275,635.00	155,147.68
INFORMATION TECHNOLOGY	1,667,640.00	795,564.89
HUMAN RESOURCES	874,435.00	820,805.28
GOVERNMENT BUILDINGS	1,291,103.00	796,303.50
MUNICIPAL COURT	916,804.00	470,273.57
POLICE	10,182,808.00	5,342,923.19
PUBLIC WORKS	4,900,804.00	2,525,711.24
CITY EVENTS	1,449,584.00	1,031,297.82
PARKS	255,200.00	92,728.53
PERMITTING	921,361.00	456,825.38
PLANNING	1,103,651.00	544,254.13
ECONOMIC DEVELOPMENT	537,646.00	257,073.40
MAIN STREET	240,932.00	112,179.03
GIS	135,745.00	73,936.26
OTHER FINANCING	4,000,000.00	4,142,071.11
TOTAL EXPENDITURES	**37,880,690.00**	**20,516,883.52**

STATEMENT OF EXPENDITURES FOR GENERAL FUND IN A PIE CHART

AS OF JULY 31, 2026 UNAUDITED



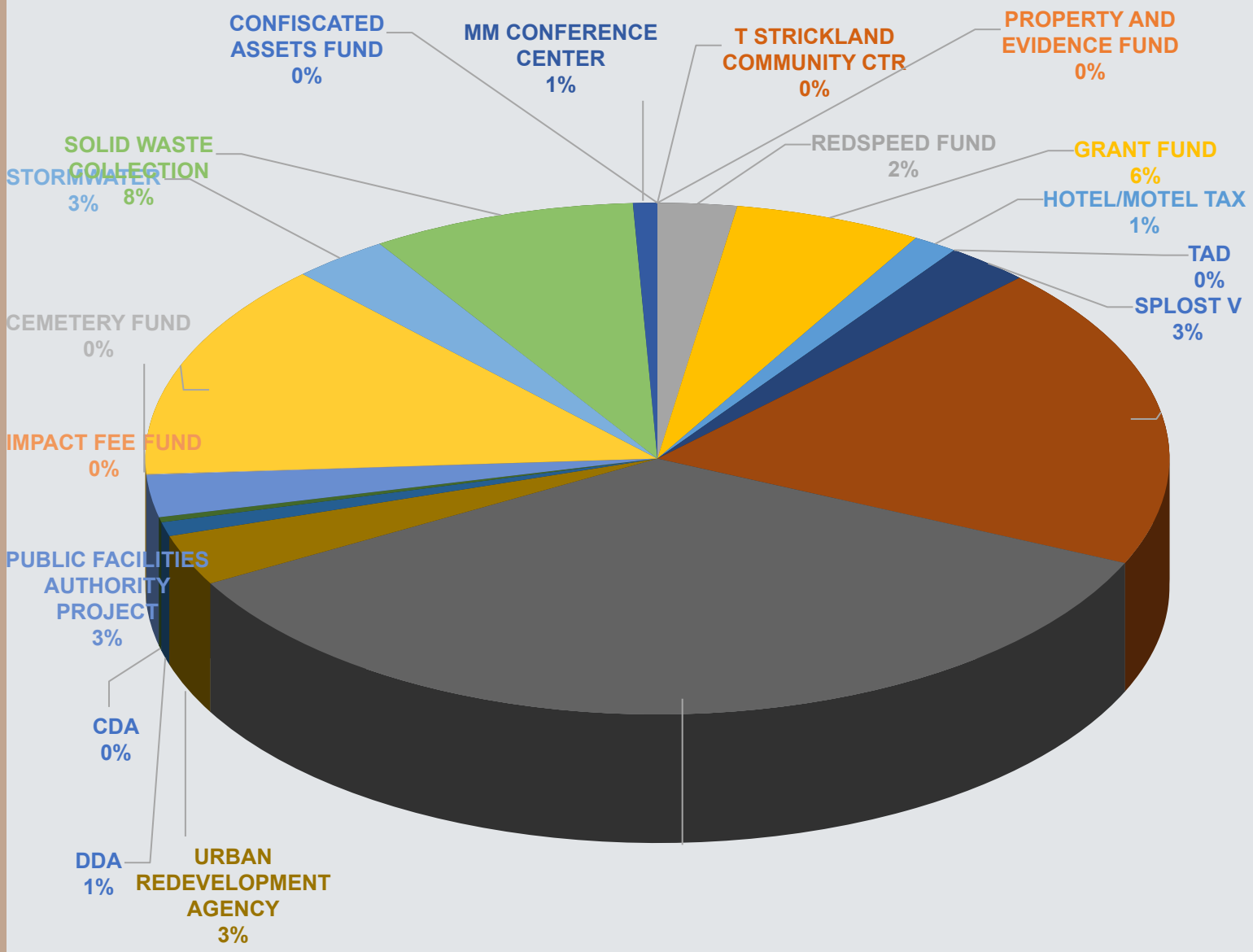
STATEMENT OF REVENUES FOR ALL OTHER FUNDS

AS OF APRIL 30, 2026 UNAUDITED

REVENUE	2026 BUDGET	YTD Revenues
CONFISCATED ASSETS FUND	0.00	131,591.26
PROPERTY AND EVIDENCE FUND	0.00	7,908.52
REDSPEED FUND	937,000.00	428,977.25
GRANT FUND	2,222,972.00	582,405.06
HOTEL/MOTEL TAX	530,000.00	638,606.45
TAD (Tax Allocation District) Fund	0.00	59,746.00
SPLOST V FUND	1,000,000.00	0.00
SPLOST VI	7,200,000.00	3,887,815.47
TSPLOST 1	13,200,000.00	3,784,449.35
URBAN REDEVELOPMENT AGENCY	1,204,766.00	1,074,528.50
DOWNTOWN DEVELOPMENT AUTHORITY	336,100.00	1,323.28
CITYWIDE DEVELOPMENT AUTHORITY	120,832.00	72,147.43
PUBLIC FACILITIES AUTHORITY PROJECT	1,000,060.00	1,436,363.75
IMPACT FEE FUND	0.00	1,066,760.24
CEMETERY FUND	20,000.00	1,200.00
WATER & SEWER	5,172,704.00	3,474,946.86
STORMWATER	1,143,800.00	84,897.86
SOLID WASTE COLLECTION	3,136,864.00	176,052.57
MM CONFERENCE CENTER	286,534.00	102,117.50
T STRICKLAND COMMUNITY CTR	0.00	4,150.15
AMPHITHEATER COMPLEX	3,000,000.00	1,568,802.53
TOTAL REVENUES	**40,511,632.00**	**18,584,790.03**

STATEMENT OF REVENUES FOR ALL OTHER FUNDS IN A PIE CHART

AS OF JULY 31, 2026 UNAUDITED



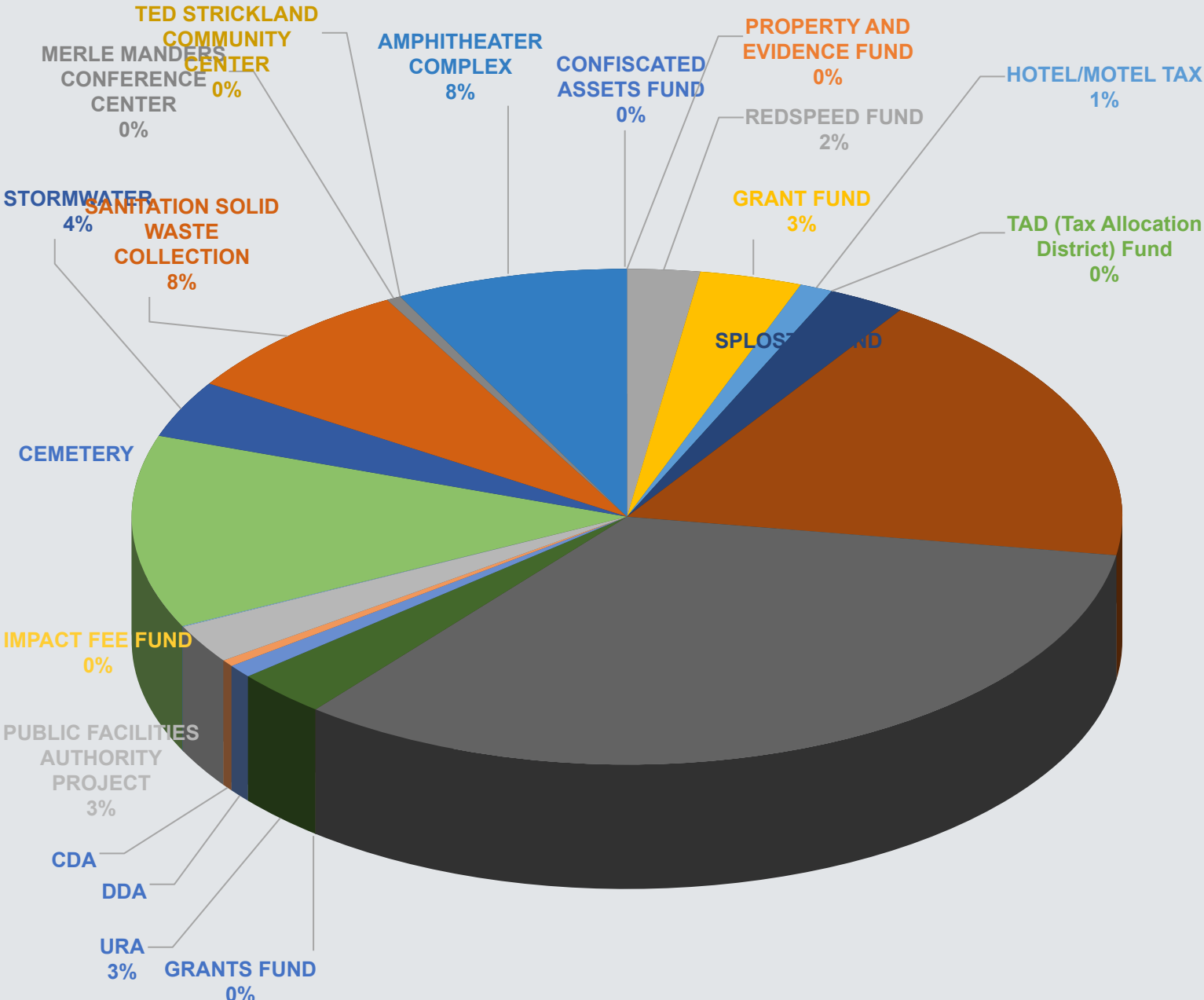
STATEMENT OF EXPENDITURES FOR ALL OTHER FUNDS

AS OF APRIL 30, 2026 UNAUDITED

EXPENDITURES	2026 BUDGET	YTD Expenditures
CONFISCATED ASSETS FUND	0.00	0.00
PROPERTY AND EVIDENCE FUND	0.00	1,494.08
REDSPEED FUND	937,000.00	379,502.52
GRANT FUND	1,322,972.00	459,305.65
HOTEL/MOTEL TAX	424,800.00	234,720.45
TAD (Tax Allocation District) Fund	0.00	0.00
SPLOST V FUND	1,000,000.00	652,559.70
SPLOST VI	7,200,000.00	3,807,381.64
TSPLOST 1	13,200,000.00	2,573,265.13
CAPITAL PROJECT GRANT FUND	0.00	1,187.35
SPLOST III FUND	0.00	578.71
URBAN REDEVELOPMENT AGENCY	1,204,766.00	1,197,624.88
DOWNTOWN DEVELOPMENT AUTHORITY	336,100.00	55,044.25
CITYWIDE DEVELOPMENT AUTHORITY	173,332.00	44,355.70
PUBLIC FACILITIES AUTHORITY PROJECT	1,000,060.00	1,438,541.29
IMPACT FEE FUND	0.00	0.00
CEMETERY FUND	20,000.00	104.30
WATER & SEWER	4,978,232.00	2,439,501.02
STORMWATER	1,478,000.00	646,293.27
SANITATION SOLID WASTE COLLECTION	3,136,864.00	2,971,356.21
MERLE MANDERS CONFERENCE CENTER	186,400.00	76,307.24
TED STRICKLAND COMMUNITY CENTER	0.00	0.00
AMPHITHEATER COMPLEX	3,000,000.00	2,839,557.14
TOTAL EXPENDITURES	**39,598,526.00**	**19,818,680.53**

STATEMENT OF EXPENDITURES FOR ALL OTHER FUNDS IN A PIE CHART

AS OF JULY 31, 2026 UNAUDITED



FINANCIAL REVIEW YTD AS OF JULY 31, 2026 UNAUDITED

General Fund and Other Funds Financial Highlight

The City of Stockbridge General fund ended July with total revenue collection of $12,483,498 out of the total estimated revenues of $34,768,690 for 2026 fiscal year. It must be noted that our property taxes are collected at the end of the fiscal year, our sales taxes are two months behind, and we receive insurance premium revenues in October.

Alcohol, wine and hotel/motel tax revenues are way above annual estimates while others are way underestimates such as sales tax.

On the other hand, expenses reached $20,516,883 at the end of July out of the total budgeted expenses of $34,768,690. Most of the departments are within the spending estimates at this time of the year. Expenditures may seem to be higher than revenues as some expenses are paid in advance such as insurances.

Unbudgeted spending is not allowed for any department.

FINANCIAL REVIEW YTD AS OF JULY 31, 2026

UNAUDITED

Other Funds Financial Highlight

The City of Stockbridge Amphitheater collected $1,568,802.53 in revenues by end of July. This is a combination of ticket sales as well as sponsorships including from Vystar. Expenses on the other hand are at $2,839,557.14 as of July 31,2026.

TSPLOST 1 and SPLOST V1 revenues have been flowing in as anticipated with TSPLOST 1 receiving $2,573,265.13 and SPLOST V1 receiving $3,807,381.64**.** Hotel/Motel revenues were amended in June to increase estimated revenues set during budget.

Revenues for water & sewer, sanitation and stormwater are flowing in at a very slow pace. The inflow trend is not encouraging.

GENERAL FINANCIAL REVIEW YTD AS OF JULY 31, 2026

General Overview

The City is in good financial status/outlook to meet all its obligations and plans for city's growth that are in line with Council's short and long-term goals. Financial Policies and Procedures adopted by the Governing Body, have been critical in addressing the fiscal health of the City. One major accomplishment in this, is the upward trend of our General Fund, Fund Balance. We believe that if an expenditure is not in the budget, that means it does not exist. Meaning that we must have funding source before we contemplate on spending.

We have embarked on diversifying our sources of revenues to include, expansion of grants, sponsorship of various events, establishment of user fees services and lastly fees adjustments.

THANKS

City of Stockbridge

AGENDA ITEM

MEETING DATE

August 25, 2026

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

FUNDING SOURCE

☐	GENERAL FUND
☐	FUND BALANCE
☑	SPLOST
☐	TSPLOST
☐	CDBG GRANT
☐	GRANT FUNDING
☐	TRAFFIC CAMERA FUNDING
☐	PARTNER/SPONSOR
☐	DEPARTMENT FUND BALANCE
☐	BOND

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works

ITEM/PROJECT/EVENT:

Council Consideration to approve the purchase of furniture from HON Furniture in the amount of $123,530.35 for the New Maintenance Shop. Funding source is from SPLOST VI account number 321-42200-541318.

BACKGROUND INFORMATION:

This furniture is essential to equip the space and ensure the Public Works team can operate efficiently as we transition into the new facility.

SIGNATURES:

CITY MANAGER eSigned via GovOS.com Frank S. Milazi eSigned via GovOS.com Shawn Edmondson

CITY TREASURER eSigned via GovOS.com Quinton Washington

CITY ATTORNEY _____

☑ FINANCIAL IMPACT ☐ N/A

AMOUNT:

$123,530.35

ATTACHMENTS: ☑

ITEM/PROJECT/EVENT:

The furniture purchase will fully equip the administrative spaces, breakrooms, and workstations.

STAFF RECOMMENDATION:

Public Works staff recommends approval.

eSigned via GovOS.com

Decius T. Aaron

AUGUSTA BUSINESS INTERIORS INC
3127 DAMASCUS RD STE G
AUGUSTA, GA 30909-4000

Location:	CITY OF STOCKBRIDGE GEORGIA	**Quote Name:**	PUB WORKS
Account:	CITY OF STOCKBRIDGE GEORGIA - STOCKBRIDGE: 1136119-692478	**Quote Number:**	SQDFQ002880-1
Contract:	B751: HON ST OF GA DELIVERED-INSTALLED INV EU	**Created By:**	John Mayo
		Created Date:	6/25/2026
		Last Modified Date:	6/25/2026
		Total Units:	352
		Est. Weeks to Ship All:	

Line:	002	Item:	H19730R.L.S	List Price	Discount	Net Price	Total
Cust Line:		Model:	FLAGSHIP SERIES PEDESTAL R PULL FREESTANDING B/B	$1,159.00	65.90%	$395.22	$395.22
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:		Tags:	137A RECEI BBF				
		LOCK:	.L - Standard Random Key Lock				
		PAINT:	$(P1) - P1 Paint Opts				
		PAINT_Selection:	.S - Charcoal				

Line:	003	Item:	H38934.LFW1.S	List Price	Discount	Net Price	Total
Cust Line:		Model:	38000 72W 36D 29-1/2H 38000 SERIES MODULAR DESK	$1,857.00	54.70%	$841.22	$841.22
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:		Tags:	137A RECEI 36/72				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut				
		PAINT:	$(P1) - P1 Paint Opts				
		PAINT_Selection:	.S - Charcoal				

Line:	004	Item:	HIGS6.F.E.IM.PNS006.T	List Price	Discount	Net Price	Total
Cust Line:		Model:	IGNITION GUEST/MULTI-PURPOSE CHAIR FOUR-LEG STACKING	$677.00	54.70%	$306.68	$613.36
Quantity:	2	Est Weeks to Ship:	While Supplies Last				
Bid:		Tags:	137A RECEI HIGS6				
		ARM:	.F - Fixed				
		GLIDE/CAST:	.E - Nylon Glide				
		BACK:	.IM - 4-Way Black				
		FABRIC:	$(2) - Grade 2 Uph				
		FABRIC_Selection:	.PNS - Appoint--006 - Turquoise				
		FRAME:	.T - Black				

Line:	005	Item:	HIWMM.Y2.A.S.IM.PNS006.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:		Model:	IGNITION 2 TASK MID-BACK	$1,033.00	54.70%	$467.95	$467.95
Quantity:	1	Est Weeks to Ship:	While Supplies Last				
Bid:		Tags:	137A RECEI HIWMM				

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CONTROL: .Y2 - Advanced Synchro-Tilt SeatSldr
ARM: .A - Height and Width Adj. Arm
GLIDE/CAST: .S - Black All-Surface Caster
BACK: .IM - 4-Way Black
FABRIC: $(2) - Grade 2 Uph
FABRIC_Selection: .PNS - Appoint--006 - Turquoise
LUMBAR: .BL - Black Adjustable Lumbar
BASETYPE: .SB - Standard Base
FRAME: .T - Black

				List Price	Discount	Net Price	Total
Line:	006	**Item:**	HCT36LX.CBK				
Cust Line:		**Model:**	ARRANGE COUNTER HEIGHT X-BASE FOR 42-48IN SRFC	$956.00	54.70%	$433.07	$866.14
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	BREAK ROOM HCT36LX				
		PAINT:	$(P1) - P1 Paint Opts				
		PAINT_Selection:	.CBK - Charblack				

				List Price	Discount	Net Price	Total
Line:	007	**Item:**	HCTRND42.N.LFW1.FW				
Cust Line:		**Model:**	ARRANGE TABLE 42IN ROUND TOP	$660.00	54.70%	$298.98	$597.96
Quantity:	2	**Est Weeks to Ship:**	6-7 Weeks				
Bid:		**Tags:**	BREAK ROOM 42				
		GROMMET:	.N - No Grommet				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut				
		EDGE:	.FW - Florence Walnut				

				List Price	Discount	Net Price	Total
Line:	008	**Item:**	HMG4.N.E.ON.WP85.CBK				
Cust Line:		**Model:**	MOTIVATE FOUR LEG COUNER HEIGHT STOOL UPH SEAT	$676.00	54.70%	$306.23	$2,449.84
Quantity:	8	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	BREAK ROOM HMG4				
		ARM:	.N - No Arm				
		GLIDE:	.E - Standard Nylon Glide				
		SHELL:	.ON - Onyx				
		FABRIC:	$(2) - Grade 2 Uph				
		FABRIC_Selection:	.WP - Whisper Vinyl--85 - Paradise				
		FRAME:	.CBK - Charblack				

				List Price	Discount	Net Price	Total
Line:	009	**Item:**	H105R2448.LFW1FW				
Cust Line:		**Model:**	48WX24D RECTANGLE WORKSURFACE	$360.00	54.70%	$163.08	$489.24
Quantity:	3	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	BREAK ROOM 24/48				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut--FW - Florence Walnut				

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Line:	010	Item:	HCT29LX.CBK	List Price	Discount	Net Price	Total
Cust Line:		Model:	ARRNGE SEATED HGHT X-BASE FOR 42-48IN SRFC	$876.00	54.70%	$396.83	$2,380.98
Quantity:	6	Est Weeks to Ship:	3-4 Weeks				
Bid:		Tags:	BREAK ROOM HCT29LX				
		PAINT:	$(P1) - P1 Paint Opts				
		PAINT_Selection:	.CBK - Charblack				

Line:	011	Item:	HCTRND42.N.LFW1.FW	List Price	Discount	Net Price	Total
Cust Line:		Model:	ARRANGE TABLE 42IN ROUND TOP	$660.00	54.70%	$298.98	$1,793.88
Quantity:	6	Est Weeks to Ship:	6-7 Weeks				
Bid:		Tags:	BREAK ROOM 42				
		GROMMET:	.N - No Grommet				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut				
		EDGE:	.FW - Florence Walnut				

Line:	012	Item:	HLSL2428O.P	List Price	Discount	Net Price	Total
Cust Line:		Model:	24D X 28H O-LEG SUPPORT FOR WKSF (SINGLE LEG)	$479.00	54.70%	$216.99	$1,301.94
Quantity:	6	Est Weeks to Ship:	3-4 Weeks				
Bid:		Tags:	BREAK ROOM Oleg				
		PAINT:	$(P1) - P1 Paint Opts				
		PAINT_Selection:	.P - Black				

Line:	013	Item:	HPMMV-L1UO.F.CBK.BL.AA.WP85	List Price	Discount	Net Price	Total
Cust Line:		Model:	ETCH 4L CHAIR - UPH SEAT / PERF BACK - SET OF 2	$887.00	54.70%	$401.81	$5,625.34
Quantity:	14	Est Weeks to Ship:	6-7 Weeks				
Bid:		Tags:	BREAK ROOM EL1UO				
		GLIDE/CAST:	.F - Black Felt Glides				
		FRAME:	$(P1) - P1 Paint Opts				
		FRAME_Selection:	.CBK - Charblack				
		SHELL:	.BL - Black				
		ARM:	.AA - Armless				
		FABSEAT:	$(2) - Grade 2 UPH				
		FABSEAT_Selection:	.WP - Whisper Vinyl--85 - Paradise				

Line:	014	Item:	HRNDPWRMOD.AC.S.STRM	List Price	Discount	Net Price	Total
Cust Line:		Model:	DESKTOP POWER MOD ROUND	$532.00	65.90%	$181.41	$544.23
Quantity:	3	Est Weeks to Ship:	4-5 Weeks				
Bid:		Tags:	BREAK ROOM HRNDPWRMOD				

PORT: .AC - USB-A/C
CORD: .S - Straight
COLOR: .STRM - Storm

Line:	015	Item:	HUSFTPM2024.APN16.P71	List Price	Discount	Net Price	Total
Cust Line:		Model:	FABRIC TOP MOUNT LAT SCREEN 20H X 24W	$929.00	65.90%	$316.79	$1,900.74
Quantity:	6	Est Weeks to Ship:	3-4 Weeks				
Bid:		Tags:	BREAK ROOM HUSFTPM2024				

FABRIC: $(A) - Grade A Fabric
FABRIC_Selection: .APN - Appoint--16 - Nimbus
PAINT: $(P1) - P1 Paint Opts
PAINT_Selection: .P71 - Black

Line:	016	Item:	HIWMM.Y2.A.S.IM.CU10.NL.SB.T	List Price	Discount	Net Price	Total
Cust Line:		Model:	IGNITION 2 TASK MID-BACK	$969.00	54.70%	$438.96	$5,267.52
Quantity:	12	Est Weeks to Ship:	4-5 Weeks				
Bid:		Tags:	CONFERENCE HIWMM				

CONTROL: .Y2 - Advanced Synchro-Tilt SeatSldr
ARM: .A - Height and Width Adj. Arm
GLIDE/CAST: .S - Black All-Surface Caster
BACK: .IM - 4-Way Black
FABRIC: $(1) - Grade 1 Uph
FABRIC_Selection: .CU - Centurion--10 - Black
LUMBAR: .NL - No Lumbar
BASETYPE: .SB - Standard Base
FRAME: .T - Black

Line:	017	Item:	HMVMB-3072WW.C.P	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOTIVATE MOB MKRBRD	$1,960.00	54.70%	$887.88	$887.88
Quantity:	1	Est Weeks to Ship:	4-5 Weeks				
Bid:		Tags:	CONFERENCE 30x72H				

CASTER: .C - Caster
PAINT: $(P1) - P1 Paint Opts
PAINT_Selection: .P - Black

Line:	018	Item:	HT29FB48144.P	List Price	Discount	Net Price	Total
Cust Line:		Model:	PRESIDE 29.5H FOOTED BASE FOR 42 AND 48X144 TOP	$2,127.00	54.70%	$963.53	$963.53
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:		Tags:	CONFERENCE 29H				

PAINT: $(P1) - P1 Paint Opts
PAINT_Selection: .P - Black

Line:	019	Item:	HTLC48144.GFW.N.LFW1	List Price	Discount	Net Price	Total

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Cust Line:		**Model:**	2 piece-PRESIDE 144W X 48D RECTANGULAR SHAPED LAMINATE TOP	$1,619.00	54.70%	$733.41	$733.41
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	CONFERENCE 48/144				
		EDGE:	.G - 2MM/Flat--FW - Florence Walnut				
		GROMMET:	.N - No Grommets				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut				

Line:	020	**Item:**	H18723R.L.S	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	FLAGSHIP SERIES PEDESTAL R PULL MOBILE B/B/F 23D	$1,095.00	65.90%	$373.40	$373.40
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	MECHANICAL BBF				
		LOCK:	.L - Standard Random Key Lock				
		PAINT:	$(P1) - P1 Paint Opts				
		PAINT_Selection:	.S - Charcoal				

Line:	021	**Item:**	H38932.LFW1.S	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	38000 60W 30D 29-1/2H MODULAR DESK SHELL	$1,696.00	54.70%	$768.29	$768.29
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	MECHANICAL 30/60				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut				
		PAINT:	$(P1) - P1 Paint Opts				
		PAINT_Selection:	.S - Charcoal				

Line:	022	**Item:**	HIWMM.Y2.A.S.IM.PNS006.BL.SB.T	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	IGNITION 2 TASK MID-BACK	$1,033.00	54.70%	$467.95	$467.95
Quantity:	1	**Est Weeks to Ship:**	While Supplies Last				
Bid:		**Tags:**	MECHANICAL HIWMM				
		CONTROL:	.Y2 - Advanced Synchro-Tilt SeatSldr				
		ARM:	.A - Height and Width Adj. Arm				
		GLIDE/CAST:	.S - Black All-Surface Caster				
		BACK:	.IM - 4-Way Black				
		FABRIC:	$(2) - Grade 2 Uph				
		FABRIC_Selection:	.PNS - Appoint--006 - Turquoise				
		LUMBAR:	.BL - Black Adjustable Lumbar				
		BASETYPE:	.SB - Standard Base				
		FRAME:	.T - Black				

Line:	023	**Item:**	H10502.LFW1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	10500 SERIES FLOORSTND FULL HT PED B/B/F 15-5/8W X 22-3/4D	$927.00	54.70%	$419.93	$8,398.60

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Quantity:	20	**Est Weeks to Ship:**	3-4 Weeks
Bid:		**Tags:**	OFFICE 1-1 BBF
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates
		LAMINATE_Selection:	.LFW1 - Florence Walnut

Line:	024	**Item:**	H10561X.LFW1LFW1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	10500 SERIES RETURN SHELL 29-1/2H X 48W X 24D	$709.00	54.70%	$321.18	$3,211.80
Quantity:	10	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	OFFICE 1-1 24/48				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut--LFW1 - Florence Walnut				

Line:	025	**Item:**	H10563.LFW1LFW1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	10500 SERIES LAT FILE 2-DRAWER 36W X 20D X	$1,315.00	54.70%	$595.70	$5,957.00
Quantity:	10	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	OFFICE 1-1 20x36x29				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut--LFW1 - Florence Walnut				

Line:	026	**Item:**	H10592.LFW1LFW1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	10500 SERIES DESK SHELL 72W X 30D X 29-1/2H	$1,032.00	54.70%	$467.50	$4,675.00
Quantity:	10	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	OFFICE 1-1 30/72				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut--LFW1 - Florence Walnut				

Line:	027	**Item:**	H105292.LFW1LFW1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	1050 SERIES BOOKCASE HUTCH 36W X 37-1/8H	$773.00	54.70%	$350.17	$3,501.70
Quantity:	10	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	OFFICE 1-1 14x36x37				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut--LFW1 - Florence Walnut				

Line:	028	**Item:**	HH870960	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TASKLIGHT 60W	$385.00	65.90%	$131.29	$1,312.90
Quantity:	10	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	OFFICE 1-1 HH870960				

Line:	029	**Item:**	HIGS6.F.E.IM.PNS006.T	**List Price**	**Discount**	**Net Price**	**Total**

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Cust Line:		**Model:**	IGNITION GUEST/MULTI-PURPOSE CHAIR FOUR-LEG STACKING	$677.00	54.70%	$306.68	$6,133.60
Quantity:	20	**Est Weeks to Ship:**	While Supplies Last				
Bid:		**Tags:**	OFFICE 1-1 HIGS6				
		ARM:	.F - Fixed				
		GLIDE/CAST:	.E - Nylon Glide				
		BACK:	.IM - 4-Way Black				
		FABRIC:	$(2) - Grade 2 Uph				
		FABRIC_Selection:	.PNS - Appoint--006 - Turquoise				
		FRAME:	.T - Black				

Line:	030	**Item:**	HIWMM.Y2.A.S.IM.PNS006.BL.SB.T	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	IGNITION 2 TASK MID-BACK	$1,033.00	54.70%	$467.95	$4,679.50
Quantity:	10	**Est Weeks to Ship:**	While Supplies Last				
Bid:		**Tags:**	OFFICE 1-1 HIWMM				
		CONTROL:	.Y2 - Advanced Synchro-Tilt SeatSldr				
		ARM:	.A - Height and Width Adj. Arm				
		GLIDE/CAST:	.S - Black All-Surface Caster				
		BACK:	.IM - 4-Way Black				
		FABRIC:	$(2) - Grade 2 Uph				
		FABRIC_Selection:	.PNS - Appoint--006 - Turquoise				
		LUMBAR:	.BL - Black Adjustable Lumbar				
		BASETYPE:	.SB - Standard Base				
		FRAME:	.T - Black				

Line:	031	**Item:**	HLSL78TW.APN16	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKBOARD FOR 78IN W WALLMOUNT TACKBOARD	$577.00	54.70%	$261.38	$2,613.80
Quantity:	10	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	OFFICE 1-1 TB				
		FABRIC:	$(A) - Grd A Fabric				
		FABRIC_Selection:	.APN - Appoint--16 - Nimbus				

Line:	032	**Item:**	HNL1578LO.LFW1.LFW1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	WALL OPEN HUTCH LAM DOORS 78W X 15D X 15H	$2,111.00	54.70%	$956.28	$9,562.80
Quantity:	10	**Est Weeks to Ship:**	5-6 Weeks				
Bid:		**Tags:**	OFFICE 1-1 78LO				
		LAMCHASSIS:	$(L1STD) - L1 Standard Lam Opts				
		LAMCHASSIS_Selection:	.LFW1 - Florence Walnut				
		LAMFRONT:	$(L1STD) - L1 Standard Lam Opts				
		LAMFRONT_Selection:	.LFW1 - Florence Walnut				

Line:	033	**Item:**	HSWEEPC3	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	SWEEP HANDLE KIT SATIN NICKEL 3-PACK	$88.00	54.70%	$39.86	$797.20

Quantity:	20	**Est Weeks to Ship:**	3-4 Weeks
Bid:		**Tags:**	OFFICE 1-1 PULL

Line:	034	**Item:**	H105R2448.LFW1FW	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	48WX24D RECTANGLE WORKSURFACE	$360.00	54.70%	$163.08	$489.24
Quantity:	3	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	OPEN OFFIC 24/48				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut--FW - Florence Walnut				

Line:	035	**Item:**	H9183A.L.S	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	FLAGSHIP 36W 3-DRW A PULL LATERAL 36W 39-1/8H 18D	$2,109.00	62.50%	$790.88	$790.88
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	OPEN OFFIC 18x36x39				
		LOCK:	.L - Standard Random Key Lock				
		PAINT:	$(P1) - P1 Paint Opts				
		PAINT_Selection:	.S - Charcoal				

Line:	036	**Item:**	HFSC183640A.L.S	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	FLAGSHIP STG CAB 39 1/8HX36WX18D A PULLS&2 ADJ SHLF	$1,554.00	62.50%	$582.75	$582.75
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	OPEN OFFIC 36/3				
		LOCK:	.L - Standard Random Key Lock				
		PAINT:	$(P1) - P1 Paint Opts				
		PAINT_Selection:	.S - Charcoal				

Line:	037	**Item:**	HLSL2428O.P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	24D X 28H O-LEG SUPPORT FOR WKSF (SINGLE LEG)	$479.00	54.70%	$216.99	$1,301.94
Quantity:	6	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	OPEN OFFIC Oleg				
		PAINT:	$(P1) - P1 Paint Opts				
		PAINT_Selection:	.P - Black				

Line:	038	**Item:**	HPMMV-L1UO.F.CBK.BL.AA.WP85	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ETCH 4L CHAIR - UPH SEAT / PERF BACK - SET OF 2	$887.00	54.70%	$401.81	$803.62
Quantity:	2	**Est Weeks to Ship:**	6-7 Weeks				
Bid:		**Tags:**	OPEN OFFIC EL1UO				

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GLIDE/CAST: .F - Black Felt Glides
FRAME: $(P1) - P1 Paint Opts
FRAME_Selection: .CBK - Charblack
SHELL: .BL - Black
ARM: .AA - Armless
FABSEAT: $(2) - Grade 2 UPH
FABSEAT_Selection: .WP - Whisper Vinyl--85 - Paradise

Line:	039	Item:	HRNDPWRMOD.AC.S.STRM	List Price	Discount	Net Price	Total
Cust Line:		Model:	DESKTOP POWER MOD ROUND	$532.00	65.90%	$181.41	$544.23
Quantity:	3	Est Weeks to Ship:	4-5 Weeks				
Bid:		Tags:	OPEN OFFIC HRNDPWRMOD				
		PORT:	.AC - USB-A/C				
		CORD:	.S - Straight				
		COLOR:	.STRM - Storm				

Line:	040	Item:	HSISLAUTNPNB7218S2.LFW1.FW	List Price	Discount	Net Price	Total
Cust Line:		Model:	ISLANDS TOP 18DX72W SPAN 2	$512.00	62.50%	$192.00	$192.00
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:		Tags:	OPEN OFFIC 72/18-S2				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminate				
		LAMINATE_Selection:	.LFW1 - Florence Walnut				
		EDGE:	.FW - Florence Walnut				

Line:	041	Item:	HUSFTPM2024.APN16.P71	List Price	Discount	Net Price	Total
Cust Line:		Model:	FABRIC TOP MOUNT LAT SCREEN 20H X 24W	$929.00	65.90%	$316.79	$1,900.74
Quantity:	6	Est Weeks to Ship:	3-4 Weeks				
Bid:		Tags:	OPEN OFFIC HUSFTPM2024				
		FABRIC:	$(A) - Grade A Fabric				
		FABRIC_Selection:	.APN - Appoint--16 - Nimbus				
		PAINT:	$(P1) - P1 Paint Opts				
		PAINT_Selection:	.P71 - Black				

Line:	042	Item:	H10502.LFW1	List Price	Discount	Net Price	Total
Cust Line:		Model:	10500 SERIES FLOORSTND FULL HT PED B/B/F 15-5/8W X 22-3/4D	$927.00	54.70%	$419.93	$839.86
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:		Tags:	RECEPTION BBF				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut				

Line:	043	Item:	H10561X.LFW1LFW1	List Price	Discount	Net Price	Total
Cust Line:		Model:	10500 SERIES RETURN SHELL 29-1/2H X 48W X 24D	$709.00	54.70%	$321.18	$321.18

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Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks
Bid:		**Tags:**	RECEPTION 24/48
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates
		LAMINATE_Selection:	.LFW1 - Florence Walnut--LFW1 - Florence Walnut

Line:	044	**Item:**	H10579.LFW1LFW1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	10500 SERIES DESK SHELL 66W X 30D X 29-1/2H	$979.00	54.70%	$443.49	$443.49
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	RECEPTION 30/66				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut--LFW1 - Florence Walnut				

Line:	045	**Item:**	HH870960	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TASKLIGHT 60W	$385.00	65.90%	$131.29	$131.29
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	RECEPTION HH870960				

Line:	046	**Item:**	HIWMM.Y2.A.S.IM.PNS006.BL.SB.T	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	IGNITION 2 TASK MID-BACK	$1,033.00	54.70%	$467.95	$935.90
Quantity:	2	**Est Weeks to Ship:**	While Supplies Last				
Bid:		**Tags:**	RECEPTION HIWMM				
		CONTROL:	.Y2 - Advanced Synchro-Tilt SeatSldr				
		ARM:	.A - Height and Width Adj. Arm				
		GLIDE/CAST:	.S - Black All-Surface Caster				
		BACK:	.IM - 4-Way Black				
		FABRIC:	$(2) - Grade 2 Uph				
		FABRIC_Selection:	.PNS - Appoint--006 - Turquoise				
		LUMBAR:	.BL - Black Adjustable Lumbar				
		BASETYPE:	.SB - Standard Base				
		FRAME:	.T - Black				

Line:	047	**Item:**	HLSL28P.P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	28H POST LEG	$431.00	54.70%	$195.24	$780.96
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	RECEPTION PL				
		PAINT:	$(P1) - P1 Paint Opts				
		PAINT_Selection:	.P - Black				

Line:	048	**Item:**	HLSL78TW.APN16	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKBOARD FOR 78IN W WALLMOUNT TACKBOARD	$577.00	54.70%	$261.38	$261.38
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	RECEPTION				

AUGUSTA BUSINESS INTERIORS INC
3127 DAMASCUS RD STE G
AUGUSTA, GA 30909-4000

TB
FABRIC: $(A) - Grd A Fabric
FABRIC_Selection: .APN - Appoint--16 - Nimbus

				List Price	Discount	Net Price	Total
Line:	049	**Item:**	HLSLR2060.LFW1FW.GP				
Cust Line:		**Model:**	VOI 20D X 60IN W RECTANGLE WORKSURFACE	$526.00	54.70%	$238.28	$238.28
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	RECEPTION 20/60				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut--FW - Florence Walnut				
		GROMMET:	.G - Grommets--P - Black				

				List Price	Discount	Net Price	Total
Line:	050	**Item:**	HLSLZ5SC60.P				
Cust Line:		**Model:**	48W EXTERNAL STIFFENER	$149.00	54.70%	$67.50	$67.50
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	RECEPTION 48				
		PAINT:	.P - Black				

				List Price	Discount	Net Price	Total
Line:	051	**Item:**	HNL1578LO.LFW1.LFW1				
Cust Line:		**Model:**	WALL OPEN HUTCH LAM DOORS 78W X 15D X 15H	$2,111.00	54.70%	$956.28	$956.28
Quantity:	1	**Est Weeks to Ship:**	5-6 Weeks				
Bid:		**Tags:**	RECEPTION 78LO				
		LAMCHASSIS:	$(L1STD) - L1 Standard Lam Opts				
		LAMCHASSIS_Selection:	.LFW1 - Florence Walnut				
		LAMFRONT:	$(L1STD) - L1 Standard Lam Opts				
		LAMFRONT_Selection:	.LFW1 - Florence Walnut				

				List Price	Discount	Net Price	Total
Line:	052	**Item:**	HSWEEPC3				
Cust Line:		**Model:**	SWEEP HANDLE KIT SATIN NICKEL 3-PACK	$88.00	54.70%	$39.86	$79.72
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	RECEPTION PULL				

				List Price	Discount	Net Price	Total
Line:	053	**Item:**	HIGS6.N.S.IM.CU10.T				
Cust Line:		**Model:**	IGNITION GUEST/MULTI-PURPOSE CHAIR FOUR-LEG STACKING	$635.00	54.70%	$287.66	$13,807.68
Quantity:	48	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	TRAINING R HIGS6				

AUGUSTA BUSINESS INTERIORS INC
3127 DAMASCUS RD STE G
AUGUSTA, GA 30909-4000

ARM: .N - Armless
GLIDE/CAST: .S - All Surface Caster
BACK: .IM - 4-Way Black
FABRIC: $(1) - Grade 1 Uph
FABRIC_Selection: .CU - Centurion--10 - Black
FRAME: .T - Black

				List Price	Discount	Net Price	Total
Line:	054	**Item:**	HMAGANG				
Cust Line:		**Model:**	INTERLINK IQ ELECT GANGING HARDWARE	$151.00	54.70%	$68.40	$1,368.00
Quantity:	20	**Est Weeks to Ship:**	4-5 Weeks				
Bid:		**Tags:**	TRAINING R Gang				

				List Price	Discount	Net Price	Total
Line:	055	**Item:**	HMVMB-3072WW.C.P				
Cust Line:		**Model:**	MOTIVATE MOB MKRBRD	$1,960.00	54.70%	$887.88	$887.88
Quantity:	1	**Est Weeks to Ship:**	4-5 Weeks				
Bid:		**Tags:**	TRAINING R 30x72H				
		CASTER:	.C - Caster				
		PAINT:	$(P1) - P1 Paint Opts				
		PAINT_Selection:	.P - Black				

				List Price	Discount	Net Price	Total
Line:	056	**Item:**	HMVR-2460G-FX.N.LFW1.FW.C.PR6				
Cust Line:		**Model:**	MOTIVATE RECT TBL	$1,284.00	54.70%	$581.65	$11,633.00
Quantity:	20	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	TRAINING R 24/60/30H				
		GROMMET:	.N - No Grommets				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut				
		EDGE:	.FW - Florence Walnut				
		CASTER:	.C - Caster				
		PAINT:	$(P2) - P2 Paint Opts				
		PAINT_Selection:	.PR6 - Silver				

				List Price	Discount	Net Price	Total
Line:	057	**Item:**	HTLLECTA.LFW1.J				
Cust Line:		**Model:**	PRESIDE LAMINATE LECTERN	$2,024.00	54.70%	$916.87	$916.87
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:		**Tags:**	TRAINING R HTLLECTA				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut				
		PULL:	.J - Loop Satin Nickel				

				List Price	Discount	Net Price	Total
Line:	058	**Item:**	HHCG11.S.WP40.P7A				
Cust Line:		**Model:**	SOOTHE GUEST SEATING SINGLE-SEAT ARMS	$1,699.00	54.70%	$769.65	$769.65
Quantity:	1	**Est Weeks to Ship:**	7-8 Weeks				
Bid:		**Tags:**	VESTIBULE				

AUGUSTA BUSINESS INTERIORS INC
3127 DAMASCUS RD STE G
AUGUSTA, GA 30909-4000

	HHCG11
ARMCAP:	.S - Charcoal Urethane
FABRIC:	$(2) - Grade 2 Uph
FABRIC_Selection:	.WP - Whisper Vinyl--40 - Black
FRAME:	.P7A - Textured Charcoal

Line:	059	**Item:**	HHCG21.S.WP40.P7A	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	SOOTHE TWO-SEAT W/ OUTER ARMS	$2,807.00	54.70%	$1,271.57	$1,271.57
Quantity:	1	**Est Weeks to Ship:**	7-8 Weeks				
Bid:		**Tags:**	VESTIBULE				
			HHCG21				
		ARMCAP:	.S - Charcoal Urethane				
		FABRIC:	$(2) - Grade 2 Uph				
		FABRIC_Selection:	.WP - Whisper Vinyl--40 - Black				
		FRAME:	.P7A - Textured Charcoal				

Line:	060	**Item:**	HTLSCUSQRT18MWL.N.LFW1.LE579.P71	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	SCULPT 18 INCH SQ. TRAY TBL -MED WOOD LEGS	$1,414.00	54.70%	$640.54	$640.54
Quantity:	1	**Est Weeks to Ship:**	4-5 Weeks				
Bid:		**Tags:**	VESTIBULE				
			18MWL				
		CUTOUT:	.N - No Cutout				
		LAMINATE:	$(L1STD) - Grd L1 Standard Laminates				
		LAMINATE_Selection:	.LFW1 - Florence Walnut				
		VENEER:	.LE579 - Florence Walnut				
		PAINT:	$(P1) - P1 Paint Opts				
		PAINT_Selection:	.P71 - Black				

Mfg List: **$278,562.00** **Mfg Net:** **$123,530.35**

Please refer to your Dealer Terms and Conditions.

Product pricing only, exclusive of surcharges (as well as tariff-based surcharges), services and other fees. Lead times (LTs) are estimated from clean order to shipment from HNI. Large quantities may impact LTs. Check weekly LT report for exceptions.

City of Stockbridge

AGENDA ITEM

MEETING DATE

August 25, 2026

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

FUNDING SOURCE

☐	GENERAL FUND
☐	FUND BALANCE
☐	SPLOST
☐	TSPLOST
☐	CDBG GRANT
☐	GRANT FUNDING
☐	TRAFFIC CAMERA FUNDING
☐	PARTNER/SPONSOR
☐	DEPARTMENT FUND BALANCE
☐	BOND

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works

ITEM/PROJECT/EVENT:

Request For Proposals (RFP) No. 2026-00074, City of Stockbridge Comprehensive Residential Waste Collection & Disposal Services. Start date of the contact will be February 1, 2027.

BACKGROUND INFORMATION:

The Public Works Department requests approval to award a fixed contract to Waste Management of Atlanta, LLC, d/b/a GFL Environmental in the amount of $2,450,000.00. Funding source is Account Number 540-45200-523991 in the Sanitation budget.

SIGNATURES:

CITY MANAGER eSigned via GovOS.com Frank S. Milazi Key: 7ed53636-d808-4ade-b417-932d73311167

eSigned via GovOS.com Shawn Edmondson Key: 3268d159-4d53-438f-940b-014ea0428880

CITY TREASURER eSigned via GovOS.com Quinton Washington Key: 9f76c0b-1628-4926-950b-2bf013c5f7b9

CITY ATTORNEY _____

☑ FINANCIAL IMPACT ☐ N/A

AMOUNT:

$2,450,000.00

ATTACHMENTS: ☑

ITEM/PROJECT/EVENT:

Request For Proposals (RFP) No. 2026-00074, City of Stockbridge Comprehensive Residential Waste Collection & Disposal Services. Start date of the contact will be February 1, 2027.

STAFF RECOMMENDATION:

The Public Works Department is requesting City Council's approval of the competitively solicited contract pursuant to Request For Proposals (RFP) No. 2026-0007, City of Stockbridge Comprehensive Residential Waste And Disposal Services with Waste Industries of Atlanta, LLC d/b/a GFL Environmental and the City of Stockbridge, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the agreement.

The Contract has an initial two (2) year term, with the option to renew for five (5) additional twelve-month renewable options, with such options in the City's sole discretion.

The Procurement Division solicited Request for Proposals (RFP) No. 226-0007, for the Comprehensive Residential Waste and Disposal Services in accordance with the City's Ordinance and the State of Georgia Code.

Request for Proposals (RFP) No. 2026-0007 opened on Thursday, April 20, 2026 and closed on Thursday, May 7, 2026.

A total of five (5) vendors submitted proposals (Arrow Waste, GFL Environmental, Red Oak Sanitation, Ryland Environmental, Inc., and Waste Pro of GA, Inc.). Each were determined to be in the competitive range.

The Evaluation Committee evaluated each proposal, and according to their assessment of the criteria listed within the Request For Proposals, Waste Industries of Atlanta, LLC d/b/a GFL Environmental was ranked the highest, most responsible and responsive.

Pursuant to Request For Proposals (RFP) 2026-0007, the Evaluation Committee, of the five (5) responders, chose to interview the top three scoring responders for an in-person interview. The top three responders were Arrow Waste, GFL Environmental, and Waste Pro of GA, Inc.

Fiscal Impact: Funds will be provided from account number 540-45200-523991 (Sanitation Collections Outsource) in the Sanitation budget.

Public Works recommends approval.

eSigned via GovOS.com

Decius T. Aaron

Key 7cb6a9e3-7863-4566-a458-50273448Sa99

CITY OF STOCKBRIDGE RESIDENTIAL WASTE COLLECTION AND DISPOSAL SERVICES

Attention - Wanda Cooley, Contract Specialist

Due Date: 5/7/26 by 3:00PM

Submitted by Luke Ewing - Government Contract Manager - 1280 Rum Creek Pkwy Stockbridge, GA 30281

lewing@gflenv.com, 770-298-0844

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environmental









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1.0 (A) Transmittal Letter

I have read and understood the sanitation collection services for residential and commercial customers within the incorporated municipal limits of the City of Stockbridge. If awarded, we will carry out the proposed Work in accordance with all the provisions of the Contract. I further state that I am an authorized representative who can commit GFL Environmental to such Contract. We acknowledge and have recognized the RFP Clarification and have met the requirements with the information provided. Due to the location of the city, GFL has a disposal advantage. GFL is bidding and will be servicing and disposing at an EPD Approved Receiving Facility. GFL has reviewed all answers to RFP questions and has prepped accordingly through the use of Addendum. GFL's services per the RFP will include: Weekly curbside household garbage collection. Rear-load ("back door") collection services. Clam truck services for bulk waste and special collections. Provision, delivery, maintenance, repair, and replacement of residential trash carts. Transportation and lawful disposal of collected waste. All cans will be maintained in a sanitary condition, and the areas surrounding dumpsters will be kept free of trash and debris. An adequate number of cans will be provided to service all homes and facilities. As your partner, GFL will sponsor and support up to 5 events per year as well as offer at least 2 community clean up days each year. We pride ourselves in superior service and community sustainability. Myself and our general manager toured the city limits and fully understand what is needed and required to service the homes and businesses successfully and efficiently. As the current incumbent to this contract, our local team will ensure the transition to the new contract will be smooth and without disruptions. The current contract expires January 31, 2027. The city requests a four-day pickup. The dates should be Monday through Thursday. The local GFL team is prepared to service on those days and currently does so.

Luke Ewing, Government Contracts Manager - GFL Environmental - www.gflenv.com

Date: 4/30/2026

WRITTEN CONSENT
OF THE SOLE MANAGER OF
Waste Industries of Atlanta, LLC, dba GFL ENVIRONMENTAL

The undersigned, being the sole Manager of Waste Industries of Atlanta LLC, dba GFL Environmental, does hereby adopt the following resolution by executing this written consent, effective for all purposes as of May 7, 2026.

RESOLVED, that the following person be, and he is hereby authorized to execute documentation on behalf of the Company in connection with City of Stockbridge due on 4/30/26.

Luke Ewing Government Contracts Manager

This action is taken and effective as of the date first set forth above.

WASTE INDUSTRIES USA, LLC

By:
Name: Patrick Dovigi
Title: Chief Executive Officer

PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposals (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Stockbridge Procurement Manual as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Stockbridge, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Stockbridge.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Stockbridge reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal shall be valid and held open for a period of one hundred twenty (120) days from opening date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Proposer to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date 4/30/26

Print/Type Name Luke Ewing

Print/Type Company Name Here GFL Environmental

Email lewing@gflenv.com



2.0 Executive Summary

GFL is the current service provider for the City of Stockbridge and is committed to its success, residents and staff members. The GFL team is local to the City of Stockbridge and is located at: 1280 Rum Creek Pkwy Stockbridge, GA 30281. This is the location of where the contract will be managed and maintained. GFL is always available by phone and can be reached at the following numbers: 770-318-9790 or 678-725-3915. Scott Johnson and Luke Ewing are the points of contact. GFL will provide collection, transportation and proper disposal of solid waste & recycling for approximately 11000 accounts within the city limits. Recycling Optional for Residents but will be offered by GFL. Bulk Waste - Up to 3 items per week. Yard waste - bagged up to 10 bags per week, no more than 50 lbs each; Call in required for unbagged, contained twigs/limbs. GFL will submit detailed reports based on a request from Stockbridge for performance measures. Trash and recycling collection will be provided the day after the holiday unless the holiday is on Saturday or Sunday if your regular day falls on the holiday. If Christmas is on Monday, the services will run a day behind all week. Holidays refers to any of the following: New Year's Day, Martin Luther King, Jr. Birthday, Juneteenth, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and other holidays mutually agreed to by the City and GFL and so specified in the proposed contract. In no instance will there be more than one holiday during a collection week. When the scheduled collection day falls on a holiday, collection for that day will be collected one day later. GFL will publish the yearly calendar including alternate collection days and must be published on GFL's website; also written documentation regarding the holiday schedule shall be submitted to the City. GFL utilizes CNG trucks to demonstrate a commitment to reducing air pollution from collection vehicles.

GFL will have to comply with the GA Rules for Solid Waste Management pertaining to the collection and disposal of MSW, bulk, and yard waste. City residents are billed for sanitation on their property taxes. Any specialty fees will be billed by the vendor directly to the residents.

3.0 (A). General Management

GFL is prepared and ready to start servicing City of Stockbridge regarding:

Residential solid waste collection and disposal services for all eligible residential customers within the incorporated municipal limits of the City of Stockbridge. GFL has chosen South Side Transfer Station and the Welcome All Transfer Station for disposal and is an EPD Approved Receiving Facility. GFL will be disposing of all recycling at Pratt Recycling. Each truck driver will secure all carts and keep the area surrounding free of debris and trash. The local GFL team will be responsible for the collection, transportation and proper disposal of solid waste & recycling for approximately 11000 accounts within

the city limits. Recycling Optional for Residents. Bulk Waste - Up to 3 items per week. Yard waste - bagged up to 10 bags per week, no more than 50 lbs each; Call in required for unbagged, contained twigs/limbs. The local GFL team shall provide an internet/email-based system for the communication of all service requests from the City and the customers to GFL. All requests shall be tracked, recorded, and reported monthly showing the date, type, and resolution of each request. GFL's personnel will be trained both in program operations and in customer service and ensure that all personnel maintain a positive attitude with the public and in the workplace. GFL has been a pillar in the Stockbridge community for the past 10 years and will maintain consistency and efficiency through the duration of the contract.

Understanding honesty, commitment to our employees and community, and the endless search for improvement are the reasons for our past success and the foundation for our future growth. Living in the communities we serve; we are committed to improving them. From state-of-the-art landfills and transfer stations to strategic environmental policies, we can help communities maintain and improve their quality of life by providing efficient, innovative, and cost-effective solid waste solutions. By standing by our principles, we have earned the trust and respect of our customers and industry and promise to work alongside Stockbridge throughout the duration of the contract. We currently service over 100 municipal contracts in GA and our success is translated through our customer relationships and references. In the collection of solid waste and recyclables, GFL and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any cart or lid damaged by its employees and upon collection leave the premises in a neat and clean condition.

Scott Johnson, General Manager of GFL's Fairburn Branch, will be our company's point of contact. Luke Ewing, GFL's Government Contracts Manager, will also be an additional point of contact to ensure the contract and all requirements are upheld and met.

Across its organization, GFL has a workforce of more than 11,500 employees and provides its broad range of environmental services to more than 135,000 commercial and industrial customers and its solid waste collection services to more than 4 million households.

Services Provided by GFL:

Residential Curbside Collection: At GFL, we strive to provide our customers with constantly evolving, innovative, diverse trash services that help keep streets clean and safe. Weekly collection of household garbage from all residential units within City limits. Collection shall utilize GFL-provided standardized roll-out carts. Routes and collection days shall be approved by the City prior to implementation. GFL will provide route maps and schedules. GFL will be servicing the residents Monday through Thursday. Through our residential subscription programs, we provide individual homes with regular, reliable curbside trash pickup service, with a range of service options available, as well as an appropriate cart or container to hold trash until it's collected. GFL assists municipalities with recycling and disposal of Household Hazardous Waste (HHW) through community round-up and stewardship programs. Information about planned round-up or collection events/ initiatives in your community, including those organized at established local waste drop-off sites, will be available through your municipality.

GFL will provide a 95-gallon cart for each occupied location to be serviced on a weekly basis.
Cart Contents will contain bagged municipal solid waste as defined by the Georgia Comprehensive Solid Waste Management Act of 1990 may be placed in the cart for collection. Carts must be placed at the

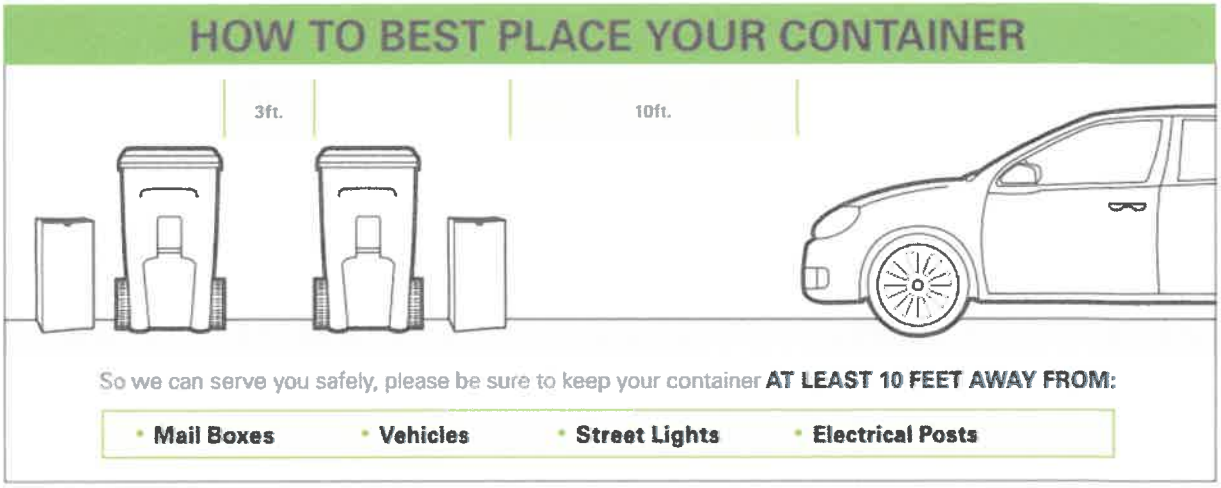
curb no later than 6:00 A.M. on the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic.

Correct placement of your container for curbside trash, recycling and organic waste collection is easy, but it's also important to ensure your services are handled properly and safely. We don't want to miss your collection, but we can't pick up your trash if it isn't by the curb when our truck gets there on your service day. This guide on container placement will ensure you're prepared:

Place your trash can and recycling bin at the curb with the wheels facing your house and the lid opening into the street. Keep your garbage cans four feet apart and at least four feet or more from any obstacles such as mailboxes, cars, lamp posts, or power lines. Keep your container at the curb until the end of the day if it hasn't been collected. Sometimes the timing of our arrival changes, and we don't want to miss you if we come later than expected. It's generally best to put your container out the night before your collection day. That way even if we're early, you won't miss your pick-up.

Note: Some areas with HOAs have specific regulations for when your trash should be at the curb, so always check your bylaws first. If you follow these guidelines, you shouldn't have any problems with your collection. On rare occasions something can go wrong, so if you have any issues with your service such as a missed collection, please contact your local branch to report it.

Our job is to provide you with the best waste collection service possible, so please don't hesitate to reach out!



Equipment: GFL is currently using and will also utilize collection vehicles and equipment that are safe, properly maintained, and appropriate for the services required under this agreement. GFL's vehicles are in good operating condition, properly licensed, compliant with all applicable state and federal regulations, and capable of performing the required services in a reliable and efficient manner. All equipment used in service delivery shall be maintained in a clean and professional condition and operated in a manner that promotes safety, efficiency, and minimal disruption to residents. All vehicles shall be secure, preventing any leakage of fluids or littering of material. Any fluid leak (except for oil, fuel, anti-freeze, or other substance deemed as hazardous material) must be cleaned up within one business day. All incidents should be reported to the City immediately. Should a hydraulic hose or other

vehicle related item break or leak fluid while on a collection route, the local GFL team shall respond to and make efforts to contain and clean the oil leak or other hazardous substance within a two (2) hour time period. Cleaning shall include complete removal of any oil tracked on the street or resident's driveway as well as any oil or other hazardous material leaked into a storm water system. It will be the sole determination of the City as to whether the cleaning is adequate in the event of a dispute. Clean up and disposal of all material deemed to be toxic, hazardous, or otherwise not approved for disposal at a regular municipal solid waste landfill must be disposed of properly under all local, state, and federal regulations. The City may request written documentation substantiating how and where the material was disposed of. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. GFL has this process streamlined and is currently doing this for all municipal contracts.

Trash Carts/Receptacles: The local GFL team will provide each residential customer with a standardized roll-out cart (minimum 95-gallon capacity). We will ensure carts are durable, wheeled, lidded, and compatible with automated or semi-automated collection. Our carts are marked with our identification. We will deliver carts prior to service commencement. Our local team will maintain responsibility for: Repair (normal wear and tear), Replacement of damaged carts, Replacement of stolen carts (per defined policy), Maintain an inventory tracking system and provide additional carts upon request (per approved pricing).

Recycling: GFL will provide no more than two (2) 65-gallon cart for each occupied location. Recycling is to be serviced every two (2) weeks. Recycling customers will receive one (1) can and this is an optional service available to each resident. A 95 gallon container can also be utilized clearly identified as recycling. GFL will be disposing of all recyclables with Pratt Recycling. This location's address is: 1920 Sarasota Business Pkwy. NE Conyers, GA 30013. GFL has been utilizing Pratt for over 10 years and has supporting documentation for reference. Within the past 10 years, GFL has not received a disposal violation. Recycling is essential to the future of our planet. As such, it forms an integral part of GFL's commitment to the environment. For our customers, recycling is an opportunity to maintain a more sustainable waste stream that helps keep recyclable materials out of landfills. Our residential recycling plans offer customers the resources they need to achieve this. GFL will provide you with a regular, reliable curbside collection of your recyclables on your scheduled service day, and a suitable bin or container to hold items until they are picked up. Once you have your container, simply follow the same guidelines as your solid waste container in regards to curbside placement, according to your recycling collection schedule. At GFL, we pride ourselves on being at the forefront of innovative recycling practices and we strive to offer superior recycling opportunities to all our customers. Recycling is the process of separating specific reusable materials from garbage streams and diverting them to facilities that will repurpose them for reuse. Recycling offers a sustainable alternative to regular waste streams by decreasing input into municipal landfills. It's essential to the future of our planet to drastically reduce the environmental impact of our waste materials and ensure that scarce resources are recovered and reused. At GFL, our recycling operations involve materials such as wood, paper, cardboard, plastic, aluminum and other metals. We collect, sort and prepare these materials for market and future use as recycled material. When it comes to recycling, awareness is key. Contamination is the biggest issue impacting successful recycling practices today, when people throw in items they shouldn't, such as grease-soaked cardboard, plastic bags or paint cans. This is why it's important to know what you can recycle and what you can't.

USUALLY ACCEPTED: Plastic recycling

Includes all CLEANED plastic bottles and jars #1 to #7: soft drink bottles, milk jugs, detergent bottles, FLATTENED cartons, etc. Check the bottom of the container. If you see the recycling symbol with a #1, 2, 3, 4, 5, 6, or 7 in the center, it is acceptable.

USUALLY ACCEPTED: Metal recycling

Includes aluminum cans, pie and baking pans, tin cans, steel food containers, EMPTY aerosol cans, and lids. Metal beverage cans, baking tins, foil, and food containers are also included in this material category.

All items must be CLEAN OF FOOD.

USUALLY ACCEPTED: Cardboard recycling

Includes corrugated cardboard, shipping boxes, cereal and dry food boxes, shoe boxes, tissue boxes, moving boxes, detergent boxes, soda/beer cartons, and paper towel/toilet tissue rolls.

All boxes MUST BE FLATTENED for proper disposal.

USUALLY ACCEPTED: Paper recycling

What can't I recycle?

Styrofoam

Window glass and mirrors

Electronic waste (TVs and computers)

Motor oil containers

Yard waste

Chemical containers

Shredded paper

Plastic bags

Ceramics or dishes

Food waste

Scrap metal

Monitors

Includes newspapers, inserts, labels, magazines, catalogs, paperback books, manila folders, letterhead, notebook paper (no backings), computer paper, envelopes (with windows), coupon books, index cards, calendars, and brown paper bags.

PRATT INDUSTRIES

Johnathan Cleveland
Transfer Station Supervisor
1920 Sarasota Business Pkwy
Conyers Ga 30013
jbcleveland2@prattindustries.com
Mobile: 770-733-7282

PRATT INDUSTRIES

Georgia Facility Capacities

- **Conyers (Eco-Campus):** This is Pratt's largest and most advanced MRF in Georgia. At full capacity, it can process **10,500 tons of material per month,** including 5,000 tons of paper fiber.
- **Atlanta:** This facility has the capacity to process up to **7,000 tons of material per month**, with approximately 4,000 tons of that being paper feedstock.
- **Columbus:** At full capacity, this MRF is capable of processing **200 tons per day** of single-stream recyclables, which includes 150 tons of paper and old corrugated containers (OCC).
- **Warner Robins (Peach County):** A new $120 million facility, which officially opened in December 2025, is designed to produce corrugated boxes using 100% recycled containerboard, primarily sourced from the Conyers mill.

Broader Operations

Pratt Recycling, the division responsible for sourcing these materials, recovers more than **3 million tons** of paper and other recyclables annually across its entire network. Much of this material is used to feed the company's 100% recycled paper mills, including the anchor mill in Conyers, Georgia.

PRATT™
INDUSTRIES

Based on available violation records for Pratt Industries (parent company) and its subsidiaries, there are no significant, recent, or widely reported environmental disposal violations in Georgia within the last five years. Pratt Recycling, Inc. has faced scrutiny regarding the processing of contaminated recycling, rather than unlawful disposal violations.

- **Audit Findings:** A 2023 review in DeKalb County raised questions about the amount of materials being recycled by the contractor, noting high contamination rates.
- **Safety Focus:** The company has reported, rather than faced violations for, the challenges of managing lithium-ion battery contamination in their recycling stream.
- **History:** Historical records indicate federal/state penalties for entities under the Pratt Industries parent company occurred more than five years ago (e.g., 2013).

Information indicates the company is actively operating under state solid waste management guidelines.

Rear-Load/Back Door Service: GFL will collect from designated rear or side locations for approved customers. GFL will coordinate with the City for approved back door service accounts and it must comply with ADA considerations where applicable. The local GFL drivers shall provide back door pick-up to elderly or disabled residents, as designated by the City, who are physically unable to place carts at curbside on pick-up day. In no case will the quantity of persons receiving back door pick-up exceed three (3%) percent of the total residential premises. GFL will provide back door residential solid waste collection service at no additional charge for those residents not physically able to take carts to curbside, provided however, that such exemptions will be granted only if there is no other occupant of the residential premises physically capable of placing the cart at curbside and the resident provides an affidavit from a physician certifying the physical disability. In no event will back door service be provided at a distance of more than one hundred and fifty (150) feet from the public roadway. In the event where back door service is provided pursuant to this section, the occupant shall use the cart for storage of residential solid waste but must place the residential solid waste in bags, designed to accommodate storage of waste, each bag not to exceed thirty (30) pounds in weight. GFL's employees servicing backdoor collection will be required to follow regular walk patterns for pedestrians while on private property. Employees will take care not to damage property, shrubs, and other plantings. Employees will not be required to expose themselves to danger by vicious animals in order to accomplish collection.

Yard Waste/Bulk Waste Services: GFL will dispose of all yard and bulk waste at the following locations: 5225 Welcome All Rd. College Park, GA and 252 First Manassas Mile, Fayetteville, GA 30215. These locations are named: Welcome All Transfer Station and South Side Transfer Station. These locations are owned and operated by our local GFL team members. Please contact Scott Johnson for any questions or concerns: 770-719-1590. Extra bags are considered to be bulk pick up. Up to 3 bulk items can be picked up per service. Residents are required to request this service a day in advance. The local GFL team in Stockbridge will collect bulk items including furniture, appliances (non-hazardous), and yard debris as specified by the City and will be serviced bi-weekly or as per needed on-call. Any special collection events upon City request will be handled and serviced by GFL. 1. Leaves and grass clippings must be placed in kraft bags and placed at the curb no later than 6:00 A.M. on the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic. Up to ten (10) bags will be removed weekly on the normal collection day. Each bag shall weigh no more than fifty (50) pounds. Collection crews will only be required to pick up from one location and will not be required to move their truck multiple times at the same residence to pick up yard waste. Multiple week pickups can be scheduled in the event the number of bags exceed ten (10) or the resident can request to have them collected in one pick up and must call to schedule a Special Pick Up and will be accessed a Special Pickup Fee. In the event of yard waste set out that does not meet the specifications above; GFL will leave a clearly explanatory printed or written notice for the customer and notify the City within eight (8) working hours. Residents will be required to call in their requests for yard waste (twigs, limbs, and branches) pickup no less than twenty-four (24) hours before the scheduled day of service. Residents will also be required to call in their requests for bulk waste pickup no less than twenty-four (24) hours before the scheduled day of service. Bulk items are described as any item that is too large to fit into the 95-gallon cart. This may include furniture, mattresses, appliances, etc. No more than three (3) items will be removed during each weekly service at no additional charge.

As your local solid waste management experts, GFL offers convenient, scheduled, full-service home collection options for customers requiring disposal of large bulky items. If you've got a fridge that's no longer cooling or a washer that's all washed out, chances are you'll want to replace them. When that time comes, rather than lugging cumbersome old units down to your local disposal depot, give GFL a call

and we'll take your items away. All you need to do is set no more than 2 bulk items out by the curb on the same day as your yard waste pickup day (every other week) and we will remove the items. As your local solid waste management experts, GFL offers convenient, scheduled, full-service home collection options for customers requiring disposal of large or bulky items. If you've got a fridge that's no longer cooling or a washer that's all washed out, chances are you'll want to replace them. When that time comes, rather than lugging cumbersome old units down to your local disposal depot, give GFL a call and we'll take your items away. Whether it's a broken water heater, a used dryer, or an old mattress, we'll handle your used white goods and bulky items safely and with care. All you need to do is contact your local GFL branch and we'll schedule a convenient time for one of our trained professionals to collect your goods from your home.

Accepted Items:

The following items are generally accepted for bulk pickup. Please note: these items vary by location, and you should call your local branch to confirm it's accepted.

Excess household trash

Cardboard (please break down flat and remove packing material)

Mattresses

Box Springs

Bicycles

Toys

Car seats

Grills (no Propane tanks or hot ashes)

Televisions

White goods

Furniture fixtures (no fluorescent lights)

Sofas

Chairs

Tables

Unaccepted Items:

The following items are generally not accepted for bulk pickup. Please note: these items vary by location, and you should call your local branch to confirm it's not accepted.

Items containing fuels such as Lawn mowers, propane tanks

Household chemicals

Pool chemicals

Oil, anti-freeze, automotive filters

Batteries, small or large

Cooking oils

Paint

Next time you need disposal of your old household items, keep GFL in mind. We can take care of them for you with one simple call.

City owned facilities to receive free service: GFL will provide free services with (9) FL dumpsters emptied weekly and 2 times per week, (1) 20 Yd Open Top Roll off on call approx 1 per month. GFL will also provide solid waste and recyclable collection services or City-sponsored special events (up to five (5) events per fiscal year, but an event may run for multiple days), at no additional cost to the City. These collections will be considered incidental to the contract. GFL will provide dumpsters and/or carts two (2) days before the events at locations designated by the City. The GFL team will provide up to two (2) community clean up events (Spring and Fall). The contractor will provide equipment and labor. Prior to the event GFL will work with the City to develop a process and schedule fully detailing a work plan.

GFl understands and is willing to provide solid waste and recyclable collection services to all City owned facilities at no additional cost to the City. Said containers will be emptied once per week on the same schedule set forth above. Any new facilities constructed or purchased during the duration of the contract shall be provided the same service. Current locations include:

1. City Hall 4640 North Henry Blvd

2. Municipal Court 4602 North Henry Blvd

3. Merle Manders Conference Center 111 Davis Road

4. Police Department 4545 North Henry Blvd

5. Mainstreet Office 130 MLK Sr. Heritage Trail

6. Amphitheater 4650 North Henry Blvd

7. Public Works Administrative Building 321 Taylor Drive

8. Public Works Maintenance Facility 351 Taylor Drive

Disposal: All materials will be transported by GFL to a properly permitted disposal site. The address of the facility is: 5225 Welcome All Rd. College Park, GA and 252 First Manassas Mile, Fayetteville, GA 30215. These locations are named: Welcome All Transfer Station and South Side Transfer Station. These locations

are owned and operated by our local GFL team members. GFL acknowledges and will comply with all Georgia EPD and applicable regulations.

(B). Financial Stability and Strength

Below are two links detailing our Financials. We are a publicly held company and as such all financials may be viewed.

https://d18rn0p25nwr6d.cloudfront.net/CIK-0001780232/bde43bf3-1521-406f-87d9-43ca23885928.pdf

We have disclosures in our latest quarterly financial statements, available from our website or the SEC.

https://gfl2019ipo.q4web.com/English/financials/sec-filings/default.aspx

Audited Report

Annual and Transition Report (foreign private issuer)

- PDF Format Download (opens in new window)

https://d18rn0p25nwr6d.cloudfront.net/CIK-0001780232/f645562e-1929-4993-b001-c755128a87ff.pdf

- Excel Format Download (opens in new window)

https://d18rn0p25nwr6d.cloudfront.net/CIK-0001780232/4b93e45f-4a3d-45de-b5c4-c3bd83c887b9.xls

- XBRL Format Download (opens in new window)

https://d18rn0p25nwr6d.cloudfront.net/CIK-0001780232/ef12609c-ef70-47a1-8a5c-60bf9836fc4b.zip

- XBRL Format Download (opens in new window)

https://d18rn0p25nwr6d.cloudfront.net/CIK-0001780232/4b3077af-f346-42d4-8218-62e5ae3637f2.html

CITY OF STOCKBRIDGE
4640 North Henry Blvd
Stockbridge, GA 30281
770.389.7900
www.stockbridgega.org

Stockbridge

Where Community Connects

OCCUPATIONAL TAX CERTIFICATE

Business Name: Waste Industries Atlanta LLC
DBA: GFL Environmental

Business Location: 1280 RUM CREEK PKWY
STOCKBRIDGE, Georgia 30281

Owner:

License Number: OTC-0441-2019

Issued Date: 01/01/2026

Expiration Date: 12/31/2026

Business Type(s): 562111 Solid Waste Collection
562111 Solid Waste Collection

Mailing Address: 1000 Social Street, Ste 1100
Raleigh, North Carolina 27609

License Type: Occupational Tax Certificate

Classification: Commercial

Uneda Smith-Sellers

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

Credit Information for Waste Industries USA, LLC & Affiliates dba GFL Environmental

Nature of Business:	Waste Collection and Disposal
Type of Ownership:	Corporation
Date of incorporation:	December 31, 1970
Federal ID Number*:	56-0954929
Dun & Bradstreet Number:	01-635-6896
Officers:	Patrick Dovigi, President and CEO Luke Pelosi, CFO Greg Yorston, COO Mindy Gilbert, Executive VP and Secretary
Bank Reference:	Bank of America Merrill Lynch 600 Peachtree Street, NE, 3rd Floor Atlanta, GA 30308 Attn: Andrea Pinder-Jack www.bankvod.com
Address:	3301 Benson Drive, Suite 601 Raleigh, NC 27609 Phone: 919-325-3000 Fax: 919-325-4040

Credit References:

Marathon Equipment Company
PO Box 2244
Birmingham, AL 35201
Fax: 205-695-7250
All credit references are fax ONLY

Rehrig
4010 East 26th Street
Los Angeles, CA 90058
Phone: 323-262-5145
Fax: 323-269-8506
DSokolowski@Rehrig.com

Lewis Steel Works
PO Box 338
Wrens, GA 30833
Phone: 706-547-6561
706-547-3020
ben@lewissteelworks.com

Mansfield Oil Company
1025 Airport Parkway SW
Gainesville, GA 30501
Phone: 678-450-2000 Fax:
Fax: 770-532-6266
RCampos@mansfieldoil.com

Business Litigation: No legal action has ever been taken against Waste Industries of Atlanta LLC dba GFL Environmental relative to the performance or compliance of any government contract involving the collection of solid waste, recyclables, yard trimmings or bulk waste including the operation of any processing facility. In addition, no instance of collusion or any other state or federal anti-trust violation has ever been charged against Waste Industries of Atlanta LLC dba GFL Environmental.

Executive Officers and Directors

The following table lists our executive officers and directors, their respective ages (as of the date of this prospectus), their positions and a brief account of the business experience of each of them. The business address for our executive officers and directors is: 100 New Park Place, Suite 500, Vaughan, ON, L4K 0H9.

Patrick Dovigi

Mr. Dovigi is the Founder, President and CEO and Chairman of the Board of Directors of GFL. In 2007, Mr. Dovigi had a vision to create a company that is a "one-stop shop" provider of environmental solutions. Since then, drawing on the discipline he learned in his earlier hockey career, Mr. Dovigi has driven GFL to become the 4th largest environmental services company in North America. Mr. Dovigi has instilled an entrepreneurial culture in GFL's leadership team with a focus on operational excellence, sustainability, and safety as core values. In 2017, he was recognized by Waste360 with a Top 40 under 40 award and in the EY Entrepreneur of the Year Ontario Awards, as Entrepreneur of the Year in the Power &. Utilities Sector. Mr. Dovigi currently serves on the board of directors of Environmental Research &. Education Foundation (EREF) and of the Toronto General&. Western Hospital Foundation.

Luke Pelosi

Mr. Pelosi joined GFL as Director, Mergers &. Acquisitions in January 2015 and became Executive Vice President, Corporate Development in October 2016. In addition, Mr. Pelosi was appointed interim Chief Financial Officer in January 2017. Mr. Pelosi held the role of Executive Vice President and Chief Operating Officer until October 10, 2018, during which time Mr. Pelosi worked with Mr. Dovigi on the development and execution of our acquisition strategy. Effective October 10, 2018, Mr. Pelosi was appointed our Executive Vice President and Chief Financial Officer. Mr. Pelosi has 16 years of financial management experience with a focus on financial analysis, mergers and acquisitions and general corporate finance. Prior to joining GFL, Mr. Pelosi was a Director in the M&A Advisory group of KPMG LLP where he provided due diligence services to Canadian private equity market investors. Prior to that, Mr. Pelosi worked in KPMG's Complex Accounting group. Mr. Pelosi is a Chartered Professional Accountant and holds a bachelor's degree in commerce from Concordia University.

Greg Yorston

Mr. Yorston joined GFL on November 14, 2018, as Executive Vice-President and Chief Operating Officer, Solid Waste. From 2013 to 2018, Mr. Yorston was Senior Vice President of Operations of Waste Industries and assumed the roles of Chief Operating Officer on January 1, 2014, and President in early 2015. Mr. Yorston has over 30 years of experience working directly within the waste industry. Mr. Yorston worked for 26 years with Waste Management, where he was the Corporate Vice President for Operations and Business Solutions prior to joining Waste Industries. During his tenure at Waste Management, he held various

management positions, including 12 years as an Area Vice President with responsibility for collection, recycling, and landfill disposal services in the southeastern United States.

Mindy Gilbert

Ms. Gilbert joined GFL as Executive Vice President and General Counsel in October 2018. Prior to joining GFL, Ms. Gilbert was a partner at a major Canadian law firm for over 16 years. During her time in private practice, Ms. Gilbert specialized in the areas of mergers and acquisitions, securities, and corporate law, providing advice to clients in various industries. Ms. Gilbert has served as a member of the Securities Advisory Committee of the Ontario Securities Commission and the Listing Advisory Committee of the Toronto Stock Exchange. She holds an LL. B from Osgoode Hall Law School and was called to the Ontario bar in January 1999.

(C). Garbage Collection Experience

GFL is committed to providing sustainable solutions to the City of Stockbridge.



- Enhances value for the city and community.
- A robust environmental management system tracks regulatory compliance and various performance measures.
- Well positioned to adapt to environmental regulatory changes given GFL's scale and sophistication.
- Committed to identifying and implementing sustainable environmental solutions.

While it's easy for us to recognize our successes it's always rewarding and uplifting when others see the value and quality in what we do. And in 2007 Waste Industries was recognized by Forbes magazine as one of the 200 Best Small Companies in America. Our successful track records that cover nearly 4 decades remind us that great companies consistently outperform those around them because in good and not-so-good times they are always reaching higher!

There are many reasons why we achieved this honor, but the main reason is because our employees are happy. We're excited and enthusiastic about "what" we do and we're grateful for "who" we do it for. We foster a team environment that is serious about meeting the needs of our customers. Waste Industries has one of the lowest defection rates in the business because our employees are genuinely committed to getting things done. Our Mission Statement and Business Principles can be found at every branch, in every office, and in the minds, hearts, and pockets of our employees. Many of our managers carry them in their wallets.

Through our system of curbside collection programs, network of transfer stations, long-haul waste transportation systems, specialized landfills, commercial and industrial roll-off services, we have been successful in providing Governmental participants and industry with long-term, environmentally sound alternatives to solid waste management. GFL Environmental Inc. is the leading North American provider of diversified environmental solutions, and the only major diversified environmental services

company in North America offering services in solid waste management, liquid waste management and infrastructure development. Recognized by our signature fleet of well-maintained, bright green trucks, we offer a robust, consolidated, and sophisticated approach to meeting our customers' environmental service requirements.

Through GFL's strategically located network of facilities across the State of Georgia we have capabilities that can be mobilized to service our customers wherever they are. Especially those who reside in Stockbridge. We believe that by providing accessible, cost-effective environmental solutions we will encourage greater environmental responsibility and allow our customers and the communities we serve to be GREEN FOR LIFE.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

GFL Environmental is an equal employment opportunity employer. As such, the Company offers equal employment opportunities without regard to race, color, religion, creed, sex (including pregnancy), age, marital status, sexual orientation, national origin, genetic information, or any other characteristic protected by applicable discrimination laws. Furthermore, no employee of the Company may discriminate against any applicant or fellow employee based on a disability or veteran/military status. The principles of equal employment opportunity apply to all terms, conditions, and privileges of employment, including but not limited to hiring, job placement, training, compensation, discipline, advancement, and termination.

GFL Environmental does not authorize or condone unlawful discrimination or harassment. Employees who believe they are being or have been unlawfully discriminated against or harassed by a fellow employee, a customer, or a vendor should immediately report the incident to the Human Resources Manager. If unlawful discrimination or harassment is found to have occurred, appropriate disciplinary action will be taken, up to and including termination.

Invitation to Self-Identify

The Affirmative Action Program of GFL Environmental sets forth our nondiscrimination policy and outlines the steps we follow to implement the policy. If you are an individual with a disability, protected veteran, or if you wish to self-identify by gender or race/ethnicity, please advise us. Employees may contact the Human Resources Director and Affirmative Action Administrator on 919-325-3000 now or at any time in the future. Submitting this information is voluntary and refusal to provide it will not subject you to any adverse treatment, including but not limited to discharge or disciplinary treatment. The information you supply will be kept confidential except as necessary to comply with the law.

Individuals with Disabilities

The Company will not discriminate against qualified individuals with disabilities in any aspect of employment, including job application procedures, hiring, advancement, job assignments, leave of absence, transfers, layoffs, demotions, promotions, discipline, discharge, compensation, fringe benefits and job training. Employment opportunities will not be denied to an otherwise qualified applicant or employee because of the need to provide reasonable accommodation as required by law regarding the physical or mental impairment(s) of such an individual.

As defined by the Americans with Disabilities Act ("ADA"), as amended, qualified individuals with disabilities are those persons with a physical or mental impairment substantially limiting one or more major life activities, a record of such impairment, or who are regarded as having such impairment, who nevertheless meet the legitimate skill, experience, and educational requirements of the job and are able to perform the essential functions of the job with or without reasonable accommodation, as applicable and defined by law. For purposes of this policy, qualified individuals with a disability shall not include any employee or applicant who is currently engaging in alcohol abuse that adversely affects his or her job performance or who is currently engaging in the illegal use of drugs.

The Company will provide reasonable accommodation to any employee with a known disability who is otherwise qualified to perform the essential functions of his or her job. In determining the Company's ability to offer reasonable accommodation to an otherwise qualified applicant or employee with a disability, each request for accommodation will be evaluated on a case-by-case basis.

The Company may require documentation, including medical records, to establish that the individual has a "disability" within the meaning of the ADA. The Company may also require the individual to identify with precision what his or her abilities and limitations are for purposes of planning and providing any requested reasonable accommodation.

The Company prohibits retaliation against any employee for requesting reasonable accommodation. Employees with questions about medical conditions or impairments are encouraged to contact their Human Resources Manager.

Policy Prohibiting Unlawful Harassment and Discrimination

The Company will not tolerate any unlawful discrimination or harassment of employees. Types of unlawful discrimination and harassment covered by this Policy include harassment of, or discrimination against an individual because of that person's sex, race, religion, color, national origin, age, sexual orientation, disability, veteran status, genetic information, or any other characteristic protected by law. Any employee who engages in any form of unlawful discrimination or harassment will be disciplined. Discipline may include, but is not limited to, oral or written warning, transfer, demotion, suspension, or discharge. The Company also forbids retaliation of any type against an employee for reporting unlawful harassment or discrimination.

The Company strictly prohibits sexual harassment in any form. The definition of sexual harassment is as follows:

Unwelcome sexual advances, requests for sexual favors and other verbal, graphic or physical conduct of a sexual nature, when (]) submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or (3) such conduct has a purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

If an employee feels that he or she has been unlawfully harassed or discriminated against at work, or if an employee feels that a fellow employee is being unlawfully harassed or discriminated against, the Company encourages the employee to immediately notify his or her supervisor or Human Resources Manager. If possible, such notice should be in writing (signed and dated), stating the date, place, time, nature of the harassment, and the name(s) and position(s) of the offending party and any witnesses to the alleged harassment. If an employee feels that his or her supervisor is involved in the harassment or discrimination in any way, or the employee believes for some other reason that his or her supervisor cannot be approached, then the following people, in this order, should be notified: General/Facility Manager, Human Resources Manager, or Region Manager. Any supervisor or other individual receiving a report of alleged harassment or discrimination must in turn report the complaint to one of the people listed above.

This policy also applies to any person with whom an employee comes into contact while performing his or her duties, such as contractors, vendors, and/or suppliers. Employees should immediately inform their supervisors, General/Facility Manager or Human Resources Manager if they believe that they have been unlawfully discriminated against or unlawfully harassed while on duty by a contractor, vendor, supplier, or the like.

The Company encourages reports of any acts of alleged unlawful harassment or discrimination when they happen. All reports of unlawful discrimination and harassment will be investigated promptly. Supervisors who fail to uphold this policy or who fail to escalate complaints of conduct or allegations of the type which are prohibited by this policy will be subject to discipline up to and including discharge. In all cases, the employee who reports unlawful harassment or discrimination will be advised of the outcome of the investigation. To the greatest extent possible, the Company will attempt to maintain confidentiality of any harassment or discrimination investigation. The disclosure of any information relating to a charge of unlawful harassment or discrimination will be made only on a need-to-know basis. The Company requires all employees to fully comply with this policy.

(D). Overview of Services

GFL will provide collection, transportation and proper disposal of solid waste & recycling for approximately 11000 accounts within the city limits. Recycling Optional for Residents. Bulk Waste - Up to 3 items per week. Yard waste - bagged up to 10 bags per week, no more than 50 lbs each; Call in required for unbagged, contained twigs/limbs. GFL will submit detailed reports based on a request from Stockbridge for performance measures. Trash and recycling collection will be provided the day after the holiday unless the holiday is on Saturday or Sunday if your regular day falls on the holiday. If Christmas is on Monday, the services will run a day behind all week. Holidays refers to any of the following: New Year's Day, Martin Luther King, Jr. Birthday, Juneteenth, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and other holidays mutually agreed to by the City and GFL and so specified in the proposed contract. In no instance will there be more than one holiday during a collection week. When the scheduled collection day falls on a holiday, collection for that day will be collected one day later. GFL will publish the yearly calendar including alternate collection days and must be published on GFL's website; also written documentation regarding the holiday schedule shall be submitted to the

City. GFL utilizes CNG trucks to demonstrate a commitment to reducing air pollution from collection vehicles.

GFL will have to comply with the GA Rules for Solid Waste Management pertaining to the collection and disposal of MSW, bulk, and yard waste. City residents are billed for sanitation on their property taxes. Any specialty fees will be billed by the vendor directly to the residents.

GFL's Inclusion and Exempt Waste List:

Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.

"Unacceptable Solid Waste" means:

any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility; explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

a) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to be passed to CONTRACTOR at any time.

(E). Collection Service

GFL currently and will provide equipment that will accommodate Stockbridge's public streets, alleyways and gated communities. We also use automatic lifters to prevent injuries and to minimize wind-blown litter. Special collections shall be made using appropriate equipment. GFL shall, if necessary, hand-clean all spillage resulting from its collection activities. GFL provides a team of environmental experts who ensure, through a routine process of audits, inspections, and training, that our pristine environmental record continues to be untarnished. Our comprehensive program includes vehicles and equipment, operations facilities, transfer stations and landfills. It also provides

strict guidelines and instructions for the consideration and use of all subcontractors and their facilities. All garbage collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. GFL will work closely with the county to reduce the amount of waste disposed of in local and regional landfills through GFL's marketed recycling program. All moving equipment either owned or operated by GFL is maintained through a routine scheduled maintenance program that includes safety checks and washing. Procedures include daily, weekly, monthly, quarterly, and annual inspections of specific mechanisms, systems, and aesthetic features. GFL will support the county regarding street and road life by minimizing heavy truck traffic throughout the day. GFL will always retain sufficient personnel and equipment to fulfill the requirements and specifications for the services described in this RFP. GFL will provide a Route Supervisor to oversee the sanitation route drivers servicing the City. The Route Supervisor shall be available to address customer complaints each day. The local GFL team shall be on duty Monday through Friday from 8:00 A.M. to 5:00 P.M. a dispatch customer service representative to receive customer calls and route issues. GFL shall provide a twenty-four (24) hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

(F). Equipment and Route Description

GFK understands that the City requires all solid waste collection to begin no sooner than 6:00 A.M. and shall be completed by 6:00 P.M., except by express authorization of the City. The City requires scheduled collection days to be Monday through Friday. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pickups and holiday weeks as previously described. The local GFL team may request City authorization for exceptions to these time restrictions. GFL must request such an exception from the City via telephone or e-mail, prior to requested collection event and specify the date, time, and reason for the exception. For purposes of this RFP, the City intends to retain the existing garbage, recycling, yard waste and bulk waste collection days and routes. However, the City may evaluate further routing efficiencies, including analysis of changing collection days and/or service areas, at any time in the future. GFL will create and distribute all service days to residents by residential letter and electronically. GFL's system allows you to look up your service days online and can connect you to a local GFL representative who can answer any questions the resident or staff member might have. GFL is currency-using and will continue to utilize routing software to create a routed service strategy that limits truck traffic through the community while maximizing productivity to minimize fuel consumption and the City's carbon footprint. Prior to service implementation, GFL will submit service route maps that are color-coded by zone for final route approval. Route maps shall be delivered in an electronic format that enables the City to display on its website. Existing routing will be provided upon contract approval.

GFL is currently using the following trucks for servicing: 728131, 836133, 836140, 728132, 726101, 713007. This includes all trash, recycling and boom trucks. These trucks are CNG and do not require diesel. 6 vehicles will be dedicated to the City of Stockbridge.

DRIVERS - All GFL drivers will possess a Commercial Driver's License as required by the RFP and our local, state, and federal law in the Class required for the vehicle that they operate. Any new certifications required by changes in law will be acquired within the allowable legal time frame.

VEHICLES - Every vehicle operated by GFL during the performance of the services will meet all local, state, and federal regulations and will satisfy the standards as set forth in the RFP.

Compliance Reporting: Ad Hoc Reports can be submitted to the County upon request, and the reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection service (refuse, recycling, and yard trimmings).

1. Complaints/Resolution summary.
2. Daily route sheet with attached disposal site weight ticket.
3. Recycling participation.
4. Route operational data form.
5. Vehicle identification number.
6. Daily staffing summary (including substitutions).
7. Landfill tickets.
8. Disposed tonnage of refuse and recyclables, itemized on a per-day basis.

Monthly Reports:

1. A cover letter that abstracts the report and highlights major accomplishments, problems trends and other pertinent information for the associated month.
2. Complaints/resolution summary for the associated month.
5. Tonnage summary for the associated month.

Annual Report: The obligation to submit an annual report shall survive the termination or expiration of the contract. The annual report should be submitted to the County no later than thirty (30) days following every twelve (12) month period of the contract and should include a compilation of the monthly reports for the associated year.

<u>GFL's Logistic Team- Routing Support</u>

The following bullet points outline our strategy for providing safe and efficient routes.

- Right side of street routing algorithm
- Left hand turn penalties.
- U Turn penalties
- DOT Hour Compliance modeling
- DOT Payload Modeling
- Time zones (traffic around schools)

- Municipal Border Compliance
- Disposal Optimization (tons, time, and cost)
- Traffic Modeling

(G). Cart Management and Administration

The local GFL team will deliver your trash container promptly to your residence. Then you can simply follow our container placement guidelines for curbside pickup to ensure your service occurs properly and safely. GFL maintains all cart replacement and warranty work with a specific cart manufacturer or supplier should be provided. During servicing carts that are blocked by parked cars or placed too close to other carts or waste items, and other challenges GFL will contact the City and make note of the specific residence. If we are unable to reach a point of contact, GFL will place on schedule for the next day to ensure residents are serviced in a timely manner.

(H). Customer Service

While it's easy for us to recognize our successes it's always rewarding and uplifting when others see the value and quality in what we do. Waste Industries was recognized by Forbes magazine as one of the 200 Best Small Companies in America. Our successful track records that cover nearly 4 decades remind us that great companies consistently outperform those around them because in good and not-so-good times they are always reaching higher!

There are many reasons why we achieved this honor, but the main reason is because our employees are happy. We're excited and enthusiastic about "what" we do and we're grateful for "who" we do it for. We foster a team environment that is serious about meeting the needs of our customers. Waste Industries has one of the lowest defection rates in the business because our employees are genuinely committed to getting things done. Our Mission Statement and Business Principles can be found at every branch, in every office, and in the minds, hearts, and pockets of our employees. Many of our managers carry them in their wallets. GFL will create a custom phone number specifically for the City of Stockbridge and you will have a dedicated Contract Representative who is named Luke Ewing. He can be contacted at: 678-725-3915 or lewing@gfleny.com. For all service related issues, Scott Johnson will be the point of contact. He can be reached at 770-318-9790. GFL is currently delivering reliable, safe, and cost-effective sanitation services while maintaining high standards of customer service and regulatory compliance to all of its contracts here in Georgia. GFL will be on duty Monday through Friday from 8:00 A.M. to 5:00 P.M. a dispatch customer service representative to receive customer calls and route issues. The local GFL team shall provide a twenty-four (24) hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

Missed Pickups:

The local GFL team will respond and handle all missed pickups within 24 hours. Any verified missed collections shall be completed no later than the next business day. GFL takes pride in providing the best value in customer service in the industry. Our motto is going the "extra green mile" in service to all our customers. We truly believe in being a citizen wherever we serve. GFL consolidates collection days to minimize the number of days materials are set out so that litter can be minimized as much as possible. If a County or Agency chooses to direct all customer service calls to GFL, our customer service representatives will field the calls. All customer requests will be handled and recorded by our customer

service department through our Tower software. The Call Center operates 8:00 a.m. to 5:00 p.m. Customers can leave a message. Customers can request additional carts and services over the phone. We can handle Spanish-speaking requests through Google Translation Software. We feel it is a realistic goal to resolve all complaints within 48 hours of being notified. In the event an entire neighborhood is missing, we do have the capability to work on Saturdays, so the customer does not have to wait until the next service week. In the case of inclement weather events, we have the following ways of communicating: Phone Blasts, Email for posting on the County Website. Our company currently uses the latest version of TOWER waste management software. TOWER is considered the industry leader in comprehensive billing and services software. When a customer complaint or request is received either from the customer or from the County, the following occurs.

GFL agrees to pick up all missed collections on the same day the Contractor receives notice of a missed collection, provided notice is received by GFL before 11:00 A.M. and GFL further agrees to pick up the missed collection before 6:00 P.M. on the following business day if the notice is received after 11:00 A.M. GFL is willing and able to substantiate via written records or photos that the household did not have their cart out at the time the collection vehicle serviced the household, GFL may inform the household of this fact and provide the household the option to pay a late set out fee to return or hold the solid waste until the next scheduled collection day.

How do we do it? It begins and ends with our people! From the hiring to the ongoing training and high expectations of our employees, everyone at GFL is challenged to be the best they can be. Before employment is offered, all our applicants are drug screened and interviewed to determine if pride in job performance is their strong point. Once hired, our employees are fully trained in performing their responsibilities in a professional and safe manner. This applies to the customer service representatives in our office as well as the customer service representatives on the trucks (our drivers are referred to as customer service representatives). We even provide our drivers with business cards to provide professional interaction with the customers on his or her route. Our route supervisors also provide constant interaction with citizens in the service area.

We "inspect what we expect" to ensure customers are satisfied daily. We use a 10-2-4 route check system to monitor how our routes are performing. In addition, our drivers are required to call in to the office once their routes are complete to determine if any missed pick-ups have occurred to go back before leaving the route for the day. We consider any calls from a citizen regarding a missed pick-up as a missed pick-up! The driver's routes are monitored daily and posted for missed pick-ups and production. Our goal, of course, is "O" and many of our drivers achieve that goal every day. We will continue in the future.

To retain an unhappy customer, we follow the following playbook:
The nature of the call is determined, and the customer is located by name or address in our system. Next, the information regarding the call is entered into the customer note section for historical data e.g., missed pick-ups, damaged containers, etc. The responsible driver is notified by radio to correct the problem BEFORE he comes in. If a container needs to be delivered or replaced, the container delivery driver is then notified to perform the service. The note will remain open in the customer data file until the issue is resolved by the end of the same day. A supervisor reviews all open notes BEFORE the end of the day to ensure the issue has been resolved by day's end. Historical data also aids us in tracking repeat complaints and resolving the issue before it becomes unmanageable. Missed pick-ups

will be addressed within 24 hours. Call to check back in with the customer to ensure service request is completed and recorded.

If the City chooses to direct all customer service calls to GFL, our customer service representatives will field the calls. All customer requests will be handled and recorded by our customer service department through our Tower software. Our company currently uses the latest version of TOWER waste management software. TOWER is considered the industry leader in comprehensive billing and services software. When a customer complaint or request is received either from the customer or from the City, the following occurs.

1. The nature of the call is determined, and the customer is located by name or address in our system.
2. The information regarding the call is entered in the customer note section for historical data e.g., missed pick-ups, damaged containers, etc.
3. The responsible driver is notified by radio to correct the problem BEFORE he comes in. If a container needs to be delivered or replaced, the container delivery driver is then notified to perform the service.
4. The note will remain open in the customer data file until the issue is resolved by the end of the same day.
5. A supervisor reviews all open notes BEFORE the end of the day to ensure the issue has been resolved by days end.
6. Historical data also aids us in the tracking of repeat complaints and resolving the issue before it becomes unmanageable.
7. Missed pick-ups will be addressed within 24 hours.

(I). Public Education Plan

The local GFL team will provide public education information that can be distributed to all residents in physical or electronic form. This information will show collection days, what to dispose of/not, and a direct line of communication to our team to ensure all residents are taken care of in a timely manner and within 24 hours if there is a missed pickup. Our plan is comprehensive and easy to digest for all residents and staff members. Educating the residents and connecting them with their service provider is crucial to continued success.

(J). Management Plan

As part of the GFL Environmental commitment to excellence, I want to assure you that the transition to the new residential contract with the City of Stockbridge will be executed seamlessly. Our comprehensive approach ensures that all services required by Stockbridge are efficiently performed by GFL. We have implemented a robust reporting process that systematically communicates clear expectations and daily requirements to our operational personnel. This ensures that our team is well-informed and equipped to meet the specific needs of Stockbridge. Moreover, supervisory personnel have complete visibility into daily performance, allowing for effective oversight. In our commitment to navigating the dynamic nature of our operational environment, we maintain a proactive stance by regularly updating our checks and procedures. This adaptability is pivotal in allowing us to effectively respond to various challenges arising from factors such as seasonality, population changes, weather fluctuations, and any other issues, be they acute or chronic, that could potentially impact the seamless delivery of our services. As a further

measure to uphold our commitment to excellence, our supervisors are mandated to conduct daily inspections of all routes. This dual-purpose initiative not only ensures that our drivers consistently meet performance expectations but also provides an invaluable opportunity to engage with our customers, addressing any issues or concerns they may have. This customer-centric approach is integral to maintaining the highest level of service satisfaction. Additionally, our innovative 10-2-4 program plays a crucial role in enhancing operational efficiency. This program allows us to monitor the real-time movement of our trucks, enabling us to strategically mobilize equipment throughout the day. This strategic deployment ensures timely assistance to routes that may require additional support, facilitating the prompt and efficient collection of our customers' garbage. Each Driver is assigned to a Lead Driver, who communicates daily results directly to the Operations Supervisor. This immediate feedback loop allows us to address customer needs within 24 hours of any reported issue. The Operations Supervisor, in turn, reports to the General Manager on a weekly basis. This report encompasses issues addressed during the week and highlights any emerging trends within specific route systems. In cases requiring immediate action, both the Lead Driver and Operations Supervisor have the authority to address issues without requiring input from the General Manager. This streamlined approach ensures agility in resolving operational challenges. The General Manager reports to the Regional Vice President monthly, providing comprehensive insights into ongoing operations. To further enhance visibility and efficiency, a Quarterly Operational Review is conducted with key stakeholders, including the CEO, COO, CFO, Area Vice President, Division Manager, and the General Manager. This collaborative forum supports our collective efforts to maintain transparency and operational excellence across all levels of our management team. GFL takes pride in providing the best value in customer service in the industry. Our motto is going the "extra green mile" in service to all of our customers. We truly believe in being a citizen wherever we serve. We "inspect what we expect" to ensure customers are satisfied daily. Our check system monitors how our routes are performing. In addition, our drivers are required to call in to the office once their routes are complete to determine if any missed pick-ups have occurred to go back before leaving the route for the day. We consider any calls from a citizen regarding a missed pick-up as a missed pick-up! The driver's routes are monitored daily and posted for missed pick-ups and production. Our goal, of course, is "O" and many of our drivers achieve that goal every day. We will continue in the future. All moving equipment either owned or operated by GFL is maintained through a routine scheduled maintenance program that includes safety checks and washing. Procedures include daily, weekly, monthly, quarterly, and annual inspections of specific mechanisms, systems, and aesthetic features.

When any direct or indirect damage or injury is done to public property by or on account of any act, omission, negligence, or misconduct in the execution of the work, GFL and its local team shall either restore at his own expense such property to a condition similar, or equal to that existing before such damage or injury occurred.

(K) Clean-up Event Plan

As your current and potential future partner, GFL will sponsor and support up to 5 events per year as well as offer community clean up days. We pride ourselves in superior service and community sustainability. GFL's vehicles are in good operating condition, properly licensed, compliant with all applicable state and federal regulations, and capable of performing the required services in a reliable and efficient manner. All equipment used in service delivery shall be maintained in a clean and professional condition and operated in a manner that promotes safety, efficiency, and minimal disruption to residents. All equipment used in service delivery shall be maintained in a clean and professional condition and operated in a manner that promotes safety, efficiency, and minimal disruption to residents. Community

clean up events may include up to two (2) Council Initiative Clean-up Events for large item drop-off. Community Clean-up Events will include no more than two (2) 30YD Rolloff containers and an attendant for up to 6 hours per event.

(L). Safety Plan Required

GFL's Emergency Plan: In case of inclement weather events, we have the following ways of communicating: Phone Blasts, Email for posting on the County Website. Our company currently uses the latest version of TOWER waste management software. TOWER is considered the industry leader in comprehensive billing and services software. GFL may postpone trash collection due to severe weather at the sole discretion of the Contractor. "Severe Weather" shall include, but shall not be limited to, those cases in which snow, sleet, ice, or cold temperatures might jeopardize the safety of GFL's staff or result in unsafe driving conditions. If collections are postponed, the GFL will then notify the City via telephone or email. Upon postponement, collection will be made on a day agreed upon between GFL and the City.

All trucks are equipped with Drive Cam.

It is a safety program that consists of a palm-sized digital video recording device mounted in the vehicle, wireless upload process, web-based review system and driver coaching. • The Program is designed to capture 12 seconds of video and audio inside and outside of the vehicle when activated by a risky driving event, such as hard braking, sudden acceleration, swerving, excessive speed or other potentially unsafe actions that could lead to a collision. Some customers may have a 20-second video capture. Events are uploaded and analyzed by the Drive Cam Program's highly trained reviewers and posted to a secure website for driver coaching or positive reinforcement when needed. This device increases the safety and driving habits of our drivers thus increasing safety.

All our CDL Drivers are professionals who have completed a lengthy training and safety process. Prior to employment each employee must meet our strict standards for employment including a comprehensive criminal background check, safe driving history and drug screen. The GFL uniform that each driver wears, shows their attention to detail and concern for our great reputation. They are courteous and always helpful to the residents that we service.

(M). Cost/Price Proposals (attached with bid)

EXHIBIT K:

COST PROPOSAL
RFP No. 2026-0007
CITY OF STOCKBRIDGE COMPREHENSIVE RESIDENTIAL WASTE COLLECTION AND DISPOSAL SERVICES

RESIDENTIAL PRICE SHEET

FEE BREAKDOWN	
Rate per month, per unit for weekly curbside waste collection	$ 14.25
Rate per month, per unit for biweekly curbside recycling collection	$ 2.00
Rate per month per unit for weekly yard waste collection	$ 0.75
Rate per month per unit for weekly bulk waste collection	$ 0.75
Total Monthly Fee Per Resident	$ 17.75

SPECIALTY FEES:

Additional collection price for each additional regular cart:

Units: Proposed price per extra cart resident per month: $ 12.00
(Paid by resident directly to vendor)

BULK WASTE (including Administrative Fee) for one time collection of bulk waste that exceeds 3 items.

Units: Proposed price per collection occurrence $ 0 (Included)
(Paid by resident directly to vendor)

YARD WASTE (Including Administrative Fee) for one time collection of yard waste that exceeds four (4) cubic yards.

Units: Proposed price per collection occurrence: $ 0 (Included)
(Paid by resident directly to vendor)

MISSED PICKUP LATE SET OUT RETURN (Including Administrative Fee)

Units: Proposed price per collection occurrence $ 0 (Included)
(Paid by resident directly to vendor)

CART BRANDING – Should the City opt to have the City branding added to the cart

Units: Proposed price per cart $ 1.50

CLEAN-UP EVENT FEE (Including Administrative Fee)

Fixed annual price for two (2) cleanup events (Spring and Fall) six (6) hours each price should include disposal cost.

Units: Proposed price per year $ 0 (Included)

EXHIBIT K:

COST PROPOSAL
RFP No. 2026-0007
CITY OF STOCKBRIDGE COMPREHENSIVE RESIDENTIAL WASTE COLLECTION AND DISPOSAL SERVICES

OVERALL TOTAL BASE BID (Numerical) ⟶ $ 17.75

OVERALL TOTAL BASE BID IN WORDS

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

End of Exhibit K.

(N). References

References:

City of Grantville - collection and disposal of sanitation services - recommendation letter attached from 4/6/26. Mayor Proctor - mayorproctor@grantvillega.org or (470) 241-9770

City of Fayetteville: collection and disposal of sanitation services
Ray Gibson - City Manager: Rgibson@fayetteville-ga.gov or (770) 461-6029

City of Union City: Waste Management Services
Vince Williams - Mayor: vwilliams@unioncityga.org or (770)-964-2288

Cobb County School District and Government - disposal and collection contract with GFL to dump at Cobb County Transfer Station owned by GFL. GFL also services all dumpster and commercial units at each school district and Government faclities.
Tyler Lovelace | Supervisor | Maintenance
560 Glover Street SE | Marietta, GA 30060
W 770.426.3425 | cobbk12.org
Email: Tyler.lovelace@cobbk12.org

Cedartown, Georgia - Residential & Commercial
Services: 201 East Avenue Cedartown, GA 30125
Contact: Edward Guzman- City Manager
Phone: 770-748-3220

Douglasville, Georgia- Commercial and Roll-off
Services: 2699 Cochran Industrial Boulevard
Contact: Gregory Roberts- Director of Public
Services Phone: 770-920-3005
Email: robertsg@douglasvillega.gov
Service Date: 2018- present

Rockmart, Georgia- 26,000 homes, Residential Curbside and
Commercial Services: 316 N. Piedmont Avenue
Contact: Stacey Smith- City Clerk/Public Information Officer
Phone: 478-293-1099
Email: ssmith@rockmart-ga.gov
Service Date: 1997- Present

Forsyth County Schools
Matthew Wark
Chief Facilities Officer
1120 Dahlonega Hwy.
Cumming, GA 30040
Email: MWark@forsyth.k12.ga.us

Bartow County Schools
Clint Terza
Superintendent
65 Gilreath Road
Cartersville, GA
Email: clint.terza@bartow.k12.ga.us

Clayton County Schools
Charlotte Parramore
Maintenance Supervisor
1058 Fifth Avenue
Jonesboro, Ga. 30236
(770) 473-2825
Email: charlotte.parramore@clayton.k12.ga.us

Union County
Matt White and Pam Hawkins
Commissioner's Office
65 Courthouse Street, Suite 1
Blairsville, GA 30512
Email: transferstation@uniongov.com



White County
Derick Canupp
Director of Public Works
675 Truelove Rd.
Cleveland, GA 30528
(706) 865-2510
Email: dcanupp@whitecounty.net



City of Grantville

123 LaGrange Street
P.O. Box 160
Grantville, GA 30220

770-583-2289
Telephone

770-583-2280
Telefax

April 6, 2026

To Whom It May Concern,

I am pleased to provide this letter of recommendation on behalf of GFL Environmental for their outstanding garbage collection and waste management services.

The City of Grantville has had the opportunity to work with GFL Environmental, and throughout our partnership, they have consistently demonstrated a high level of dependability and professionalism. Their team reliably adheres to scheduled service times, ensuring that our community's sanitation needs are met without disruption. This consistency has been essential in maintaining the cleanliness and overall quality of life for our residents.

In addition to their routine services, GFL Environmental has shown exceptional flexibility and commitment when supporting special events within our city. Whether assisting with increased waste demands during festivals, community gatherings, or other public events, they have gone above and beyond to provide timely and efficient service. Their responsiveness and willingness to accommodate unique needs make them a valuable partner.

Their customer service is also noteworthy. GFL Environmental maintains open communication, addresses concerns promptly, and works collaboratively with city staff to ensure all expectations are met or exceeded.

Based on our experience, I confidently recommend GFL Environmental to any municipality or organization seeking reliable, high-quality waste management services. Their dedication to service, dependability, and community support sets them apart.

If you require any additional information, please do not hesitate to contact my office.

Sincerely,

Richard Proctor
Mayor, City of Grantville

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 05/05/2026

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).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Cleveland OH Office 950 Main Avenue Suite 1600 Cleveland OH 44113 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	AIU Insurance Company	19399
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
GFL Environmental Holdings (US), Inc
and its subsidiaries
26999 Central Park Blvd
Southfield MI 48076 USA

COVERAGES **CERTIFICATE NUMBER:** 570119831653 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC [X] OTHER:	Y		014121394	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Location/ Project Aggregate	$1,000,000 $1,000,000 $10,000 $1,000,000 $1,000,000 $1,000,000 $1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		014-12-1393	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC014121402 WC014121401	06/01/2025 06/01/2025	06/01/2026 06/01/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$5,000,000 $5,000,000 $5,000,000

Certificate No : 570119831653

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy does not exclude Contractual Liability. RE: Request For Proposals (RFP) 2026-0007, City of Stockbridge Comprehensive Residential Waste Collection And Disposal Services, Pre-Proposer's Conference: 4/23/2026. The City of Stockbridge, GA, their member (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary to other insurance available to Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

City of Stockbridge, GA
4640 N. Henry Blvd.
Stockbridge GA 30281 USA

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

Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 570000100403

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	GFL Environmental Holdings (US), Inc
POLICY NUMBER	
See Certificate Number: 570119831653	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570119831653	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

GFL Named Insureds

GFL ENVIRONMENTAL HOLDINGS (US), INC.

1877984 Delaware, LLC
American Waste, Inc.
Baldwin Pontiac LLC
Brent Run Landfill, Inc.
Capital Waste Co- Invest, LP
Dafter Sanitary Landfill, Inc.
GFL (CW) Holdco, LLC (fka County Waste of Virginia, LLC)
GFL Environmental Real Property, Inc.
GFL Environmental USA Inc.
GFL Environmental USA Roll-Off Inc.
GFL HoldCo (US) GP, LLC
GFL Holdco (US), LLC
GFL North Michigan Landfill, LLC
GFL of Virginia, LLC (fka County Waste, LLC)
GFL Recycling of Virginia, LLC (fka County Recycling, LLC)
GFL Slim Jim 2, LLC
GFL Slim Jim 3, LLC
GFL Southwest Virginia, LLC (fka County Waste Southwest Virginia, LLC)
GFL US 13, LLC
GFL Wrangler US 5, LLC
Green Ridge Recycling and Disposal Facility, LLC
J&E Recycling, LLC
Primary American Casualty & Environmental, Inc.
WCA Waste Corporation
Wexford County Landfill, LLC
Wexford Water Technologies, LLC
Wood Island Waste Management, Inc.
Wrangler Holdco Corp.

WASTE INDUSTRIES USA, LLC.

Black Creek Renewable Energy, LLC
ETC of Georgia, LLC
GFL Renewables LLC
GFL Wrangler Holdco US 2, Inc.
GFL Wrangler US 1, LLC
GFL Wrangler US 3, LLC
GFL Wrangler US 4, LLC
GFL Wrangler US 6, LLC
Haw River LandCo, LLC
L&L Disposal, LLC
Lakeway LandCo, LLC
Lakeway Sanitation & Recycling C&D, LLC
Lakeway Sanitation & Recycling MSW, LLC
Laurens County Landfill, LLC
Red Rock Disposal, LLC
S&S Enterprises of Mississippi, LLC
Safeguard Landfill Management, LLC
Sampson County Disposal, LLC
Southeastern Disposal, LLC
Transwaste Services, LLC
Wake County Disposal, LLC
Wake Reclamation, LLC
Waste Industries Atlanta, LLC
Waste Industries of Tennessee, LLC
Waste Industries, LLC
Waste Services of Decatur, LLC
WI Burnt Poplar Transfer, LLC
WI High Point Landfill, LLC
WI Shiloh Landfill, LLC
Wilmington LandCo, LLC
Wimberly Hill, LLC

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AGENCY CUSTOMER ID: 570000100403

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	GFL Environmental Holdings (US), Inc
POLICY NUMBER	
See Certificate Number: 570119831653	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570119831653	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

GFL Named Insureds

WCA WASTE SYSTEMS, INC.

WCA GP LLC
GFL (Texas) Solids LLC
Waste Corporation of Arkansas, LLC
Waste Corporation of Kansas, LLC
WCA of Alabama, L.L.C.
WCA of Oklahoma, LLC
Pauls Valley Landfill, LLC
N.E. Land Fill, LLC
Sooner Waste, LLC
Waste Corporation of Tennessee, LLC
Jones Sanitation, L.L.C.
WCA of Central Florida, Inc.
GFL Florida Holding Company LLC
Sugar Landfill, LP (formerly Fort Bend County Landfill, L.P.)
GFL Recycling Center - Northeast, LLC (formerly Sprint Recycling Center - Northeast, LLC)
WCA Texas Management General, Inc.
Fort Bend Regional Landfill, L.P.
Conroe Landfill, LP (formerly Sprint Montgomery County Landfill, LP)
GFL Triple-S Compost, LLC (formerly Triple-S Compost LLC)
WCA Management Limited, Inc.
WCA Management General, Inc.
WCA Management Company, LP
GFL of Texas, LP (formerly Waste Corporation of Texas, L.P.) (merged with V.F. Waste Services, LLC and 6ish Holdings, Inc.)
Waste Corporation of Missouri, LLC (WCA of Missouri, LLC) (merged with Town & Country Disposal Solid Waste Transfer Station, LLC, Town & Country Recycling, LLC and Town and Country Disposal of Western Missouri, LLC)
Eagle Ridge Landfill, LLC
WCA - Kansas City Transfer, LLC
LRS South
Inland Waste Solutions, LLC
Alternative Waste Management, LLC

GFL EVERGLADES HOLDINGS LLC

Alabama Dumpster Service, L.L.C.
Angelo's Aggregate Materials, Ltd.
Arbor Hills Landfill, Inc.
Area Disposal Service, Inc.
Bunn Box, LLC (formerly Bunn Box, Inc.)
Bunn Excavating, Inc.
Clinton Landfill, Inc.
Cobb County Transfer Station, LLC
Coulter Companies, Inc.
Eagle Bluff Landfill, Inc.
Eagle Point Landfill, LLC
Emerald Park Landfill, LLC
GFL Birmingham, LLC
GFL Muskego LLC
GFL Solid Waste Midwest LLC
GFL Solid Waste Southeast LLC
Glacier Ridge Landfill, LLC
Gwinnett Transfer Station, LLC
Henson Disposal, LLC
Henson Parent, LLC
Hickory Meadows Landfill, LLC
Hickory Ridge Landfill, Inc.
Hoosier Landfill, Inc.

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AGENCY CUSTOMER ID: 570000100403

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	GFL Environmental Holdings (US), Inc
POLICY NUMBER See Certificate Number: 570119831653	
CARRIER See Certificate Number: 570119831653	NAIC CODE
	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

GFL Named Insureds

Land & Gas Reclamation, Inc.
Mallard Ridge Landfill, Inc.
Montgomery Transfer Station, LLC
Opelika Transfer Station, LLC
Otis Road Landfill, LLC
PDC Services, Inc.
Peoria City/County Landfill, Inc.
Peoria Disposal Company
PH Land, LLC
Seven Mile Creek Landfill, LLC
Smyrna Transfer Station, LLC
Stone's Throw Landfill, LLC
Tallassee Waste Disposal Center, Inc.
Tazewell County Landfill, Inc.
Welcome All Transfer Station, LLC
Zion Landfill, Inc.

VARIOUS

Capital Waste Buyer, Inc.
Capital Waste Holdings, Inc.
Capital Waste Investor II GP, LLC
Capital Waste Investor II JV, LP
Capital Waste Investor II, LP
Capital Waste Midco, Inc.
Capital Waste Services LLC
Capital Waste Topco, Inc.
Chattanooga Transfer, LLC
Desoto Landfill, LLC
DeSoto Recycling & Disposal, L.L.C.
EcoSouth DeSoto Holdings, LLC
EcoSouth Florida Intermediate Equity Aggregator, LLC
EcoSouth Florida Intermediate Equity, LP
EcoSouth Florida Intermediate, LLC
EcoSouth Florida JV, LLC
EcoSouth Florida Subsidiary OpCo, LLC (fka GFL Florida, LLC)
EcoSouth Florida, LLC
EcoSouth Intermediate II, LLC
Ft. Meade Landfill, LLC
Gabbert LLC
GFL US 11, LLC
GFL US 12, LLC
GFL US 7, L.P.
GFL US 8, LLC
GFL US 9, L.P.
GFL Wrangler US 2, LLC
GFL Wrangler US, L.P.
GWS Transfer LLC
Kinderhook Capital Fund 7 GP, LLC
Kinderhook Capital Fund 7, L.P.
Kinderhook Capital Fund 7-B, L.P.
M & G CD Disposal Facility, L.L.C.
Pee Dee Environmental Services, Inc.
Priority Waste Services, Inc.
Sandlands C & D Landfill of SC LLC
TST Ventures, LLC

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2025
forms a part of Policy No. 014-12-1394
issued to GFL ENVIRONMENTAL HOLDINGS (US), INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT	BLANKET WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2025
forms a part of Policy No. 014-12-1393
issued to GFL ENVIRONMENTAL HOLDINGS (US), INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders withi n 30 days after the **First Named Insured** provides such information to the**Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the**First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2025

forms a part of Policy No. 014-12-1393

issued to GFL ENVIRONMENTAL HOLDINGS (US), INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 06/01/2025 forms a part of Policy No. WC014121402

Issued to GFL ENVIRONMENTAL HOLDINGS (US), INC.

By A I U INSURANCE COMPANY

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

Don Bailey

AUTHORIZED REPRESENTATIVE

INSURE

Trusted Choice
Independent Insurance Agent

2607 GLENWOOD AVENUE • P. O. BOX 31508 • RALEIGH, N. C. 27622 • 919/781-1115 • (FAX) 919/783-6427

April 30, 2026

City of Stockbridge
6640 N. Henry Boulevard
Stockbridge, Georgia 30281

Re: Waste Industries Atlanta, LLC dba GFL Environmental
Proposal for Comprehensive Residential Waste Collection and Disposal Services

To Whom It May Concern:

Our above client is submitting proposal to you for the above services in response to your request (RFP 2026-0007).

If a contract for these services is awarded to Waste Industries Atlanta, LLC dba GFL Environmental, and the City requires a performance guarantee, the United States Fire Insurance Company has agreed to provide a Performance Bond on their behalf. Other bonds will be provided if required by contract for services. United States Fire Insurance Company is a surety licensed to conduct business in Georgia, has an A.M. Best rating of A+ XV and appears on the US Treasury Department current list of approved sureties with an underwriting amount of $251,791,000.

We have provided bonds for this client for several years and highly recommend them to you as a professional and dependable organization.

Please give us a call if you have any questions.

Sincerely,

James W. Poole
Attorney-in-Fact
United States Fire Insurance Company

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

James W. Poole; Robert G. Salmon, Jr.; John D.Kinney; David J. Braswell

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 17th day of January, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 17th day of January, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/23/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 30th day of April 2026

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact SuretyInquiries@amyntagroup.com.

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

Jeffrey W. Cown, Director

EPD Director's Office
2 Martin Luther King, Jr. Drive SE
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

Apr 01, 2025

Mr. Scott Mann
Eagle Point Landfill, LLC
8880 Old Federal Road
Ball Ground, GA 30107

RE: Request for Variance under the Provisions of O.C.G.A. § 12-7-6(b)(15)
Eagle Point Landfill Expansion
Forsyth County
File: BV-058-24-07

Dear Mr. Mann:

The Georgia Environmental Protection Division (EPD) has reviewed your stream buffer variance application for the above-referenced project. The review was conducted to consider the potential impacts of the proposed project's encroachment on buffers to State waters within the context of the Georgia Erosion and Sedimentation Act and the potential impact to State waters within the context of Georgia's National Pollutant Discharge Elimination System (NPDES) General Permits for Stormwater Discharges Associated with Construction Activities. This review, and the variance granted herein, is limited to only the request(s) in the application that you submitted for permission to conduct land-disturbing activities within 25-foot areas located immediately adjacent to the banks of State waters where vegetation has been wrested by normal stream flow or wave action. To the extent that your buffer variance application includes a request to conduct land-disturbing activities within 25 feet of State waters where there is no vegetation that has been wrested by normal stream flow or wave action, such request has not been considered by EPD, and the related activity is not addressed in the variance granted herein.

Pursuant to Ga. Comp. R. and Regs. 391-3-7-.05(2)(h) and subject to the conditions and contingencies described further below, authorization is hereby granted to encroach within the 25-foot buffer adjacent to State waters as delineated in your application dated October 7, 2024. ***Buffer impacts authorized by this variance must be completed within five years of the date of this approval letter. If the approved buffer impacts cannot be completed prior to the expiration date, a time extension must be requested in writing at least 90 calendar days prior to the expiration date with justifiable cause demonstrated.***

Authorization for the above referenced project is subject to the following conditions and contingencies:

1) All graded slopes 3:1 or greater must be hydroseeded and covered with Georgia DOT approved wood fiber matting or coconut fiber matting. If not hydroseeded, Georgia DOT approved matting that has been incorporated with seed and fertilizer must be used. All slopes must be properly protected until a permanent vegetative stand is established;

2) The amount of land cleared during construction must be kept to a minimum;

3) All disturbed areas must be seeded, fertilized, and mulched as soon as the final grade is achieved. Also, these disturbed areas must be protected until permanent vegetation is established;

4) A double row of Georgia DOT type "C" silt fence or an approved high performance silt fence must be installed between the land disturbing activities and State waters where appropriate;

5) Buffer variance conditions must be incorporated into any Land Disturbing Activity Permit issued by Forsyth County for this project;

6) This project must be conducted in strict adherence to the approved erosion and sedimentation control plan and any Land Disturbing Activity Permit issued by Forsyth County; and

7) Post-construction stormwater management systems must be maintained to ensure pollutant removal efficiencies for water quality protection.

The granting of this approval does not relieve you of any obligation or responsibility for complying with the provisions of any other law or regulations of any federal, local, or additional State authority, nor does it obligate any of the aforementioned to permit this project if they do not concur with its concept of development/control. As a delegated "Issuing Authority," Forsyth County is expected to ensure that the stream buffer variance requirements are met for this project and is empowered to be more restrictive in this regard.

If you have questions concerning this letter, please contact Brian Kent, Erosion and Sedimentation Control Unit, Nonpoint Source Program, at (470) 521-1463.

Sincerely,

Jeffrey W. Cown

Jeffrey W. Cown
Director

JWC:bk

cc: Brandon Smith, Hodges, Harbin, Newberry & Tribble, Inc.
David McKee, County Manager
John Barlow, Planner II Forsyth County
Jonathan Wells, EPD Mountain District
Robert Amos, Georgia Soil and Water Conservation Commission
John Thomson, WRD Fisheries Northeast Region II

File: BV-058-24-07

WYRICK
ROBBINS
YATES
& PONTON
LLP

ATTORNEYS AT LAW

The Summit
4101 Lake Boone Trail
Suite 300
Raleigh, NC 27607.7506

PO Drawer 17803
Raleigh, NC 27619

ph 919.781.4000
fax 919.781.4865
www.wyrick.com

Email: linman@wyrick.com

MEMORANDUM

Via Email

TO: Waste Industries

ATTN: Leslie Childress

CC: Tom Cook

FROM: Lisa Inman

DATE: September 15, 2004

RE: Employer Identification Numbers

You have requested some clarification on the proper use of employer identification numbers for some of the Waste Industries entities. In particular, you note that, while most of the Waste Industries entities have their own EINs, Waste Industries, LLC and Waste Industries USA, Inc. have the same EIN.

Waste Industries, LLC is a wholly-owned subsidiary of Waste Industries USA, Inc. To put it another way, Waste Industries, LLC is a single member LLC that, for federal tax purposes, is a disregarded entity. The Federal Tax Regulations provide that a disregarded entity, such as a single member LLC that does not "check the box" to be taxed as a corporation, uses its owner's EIN. This rule does not *prohibit* a single-member LLC from obtaining an EIN, and most of the single member LLCs in the Waste Industries family *do* have a separate EIN, but our preference is not to obtain a separate EIN for Waste Industries, LLC because of the potential effect on pre-existing contracts and other documents.

Section 301.6109-1(h)(2) of the Treasury Regulations adopted by the IRS is set forth on the attached page for your reference. Please let me know if you require anything further. If there are any government entities that have questions or concerns about the EIN of Waste Industries, LLC (or any other Waste Industries entity), we would encourage such parties to call our tax partner, Tom Cook, at the phone number set forth above.

(h) *Special rules for certain entities under §301.7701–3*—(1) *General rule.* Any entity that has an employer identification number (EIN) will retain that EIN if its federal tax classification changes under §301.7701–3.

(2) *Special rules for entities that are disregarded as entities separate from their owners*—(i) *When an entity becomes disregarded as an entity separate from its owner.* Except as otherwise provided in regulations or other guidance, a single owner entity that is disregarded as an entity separate from its owner under §301.7701–3, must use its owner's taxpayer identifying number (TIN) for federal tax purposes.

(ii) *When an entity that was disregarded as an entity separate from its owner becomes recognized as a separate entity.* If a single owner entity's classification changes so that it is recognized as a separate entity for federal tax purposes, and that entity had an EIN, then the entity must use that EIN and not the TIN of the single owner. If the entity did not already have its own EIN, then the entity must acquire an EIN and not use the TIN of the single owner.

(3) *Effective date.* The rules of this paragraph (h) are applicable as of January 1, 1997.

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0457809038
Sep 30, 2019 LTR 147C
56-0954929

WASTE INDUSTRIES USA LLC
% WRANGLER HOLDCO CORP SOLE MBR
3301 BENSON DRIVE
RALEIGH NC 27609-7362 990

Taxpayer Identification Number: 56-0954929

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of September 30th, 2019.

Your Employer Identification Number (EIN) is 56-0954929. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

MS.REESE
1003528068
Customer Service Representative

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 0465378
EFFECTIVE DATE: 11/05/2004
JURISDICTION : DELAWARE
REFERENCE : 0091
PRINT DATE : 11/08/2004
FORM NUMBER : 350

ORIGIN INFORMATION & SERVICES, INC.
233 MITCHELL ST SW, STE 550
ATLANTA, GA 30303

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

WASTE INDUSTRIES ATLANTA, LLC
A FOREIGN LIMITED LIABILITY COMPANY

has been organized under the laws of the jurisdiction stated above and has filed an application meeting the requirements of Georgia law to transact business as a foreign limited liability company in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above named limited liability company is hereby granted, on the effective date stated above, this certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

Cathy Cox
Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISON

315 West Tower, #2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530
(404) 656-2817
Registered agent, officer, entity status information via the Internet
http://www.georgiacorporations.org

WARREN RARY
Director

ENRICO M. ROBINSON
Assistant Director

CATHY COX
Secretary of State

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR FOREIGN LIMITED LIABILITY COMPANY

DO NOT WRITE IN SHADED AREA – SOS USE ONLY

DOCKET #		PENDING #		CONTROL #	
DOCKET CODE		DATE FILED		AMOUNT RECEIVED	CHECK/ RECEIPT #
TYPE CODE		EXAMINER		JURISDICTION CODE	

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1. Waste Industries Atlanta, LLC
Limited Liability Company Name (Optional) — Name Reservation Number

October 28, 2004
Date Business Commenced (Or Proposed) in Georgia (NOTE. If the date provided here is more than 30 days prior to the date the application is received by the Secretary of State, a $500 penalty must be paid, penalty is statutory and cannot be waived by Secretary of State.)

2. Deborah A. Pike — (919) 781-4000 ext 3041
Name of filing person (certificate will be mailed to this person, at address below) — Telephone Number

4101 Lake Boone Trail, Suite 300 — Raleigh — North Carolina — 27607-7506
Address — City — State — Zip Code

3. Delaware — October 28, 2004 — Perpetual
Jurisdiction (Home state/country) — Date of Organization in home state — Period of Duration

4. 3301 Benson Drive, Suite 601 — Raleigh — North Carolina — 27609
Address of Principal Place of Business — City — State — Zip Code

5. Origin Information and Services, Inc.
Name of Registered Agent in Georgia

233 Mitchell Street, Suite 550
Registered Office Street Address in Georgia (Post office box or mail drop not acceptable for registered office address)

Atlanta — Fulton — Georgia — 30303
City — County — State — Zip Code

6. Waste Industries USA, Inc. (Attn: D. Stephen Grissom)
3301 Benson Drive, Suite 601 — Raleigh — North Carolina — 27609
Manager's Name & Address (Person w/responsibility for maintaining records) — City — State — Zip Code

7. 3301 Benson Drive, Suite 601 — Raleigh — North Carolina — 27609
Address Where Limited Liability Company Records Are Maintained — City — State — Zip Code

8. **NOTICE: Mail or deliver an original and one copy of this form and the filing fee of $225.00 to the Secretary of State at the above address. Filing fees are NON-refundable. This application is signed by a person duly authorized to sign such instruments by the laws of the jurisdiction under which the foreign limited liability company is organized. The foreign limited liability company undertakes to keep its records at the address shown in #7 above until its registration in Georgia is canceled or withdrawn. The foreign limited liability company, in accordance with Title 14 of the Official Code of Georgia Annotated, appoints the Secretary of State as agent for service of process if no agent has been appointed in Georgia or, if appointed, the agent's authority has been revoked or the agent cannot be found or served by the exercise of reasonable diligence.**

D Stephen Grissom, CEO
Authorized Signature

11/2/04
Date

2004 NOV 05 PM 12:15 SECRETARY OF STATE

Request certificates and obtain entity information via the Internet: http://www.georgiacorporations.org

FORM 241

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Wrangler Holdco Corp.

2 Business name/disregarded entity name, if different from above.

GFL Environmental / Waste Industries Atlanta, LLC (EIN: 20-1828202)

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) E

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1000 SOCIAL STREET, SUITE 1100

Requester's name and address (optional)

6 City, state, and ZIP code

RALEIGH, NC 27609

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

8	2	–	2	1	8	8	6	8	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person yousufibrahim yousufibrahim (Jan 31, 2025 16:01 EST) Date 01/30/2025

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: GFL Enviornmental

Address: 1280 Rum Creek Pkwy Stockbridge, GA 30281

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stockbridge within five (5) business days after any subcontractor(s) is/are retained to perform such service.

170827
E Verify ™ Company Identification Number

12/12/2008
Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

4/30/26
Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

30th DAY OF April, 2026

Notary Public

Sabrina Gray Hills
NOTARY PUBLIC
Richmond County, GEORGIA
My Commission Expires 07/28/2026
[NOTARY SEAL]

My Commission Expires: 7/28/26

*** or any subsequent replacement** 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. 99-60

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EXHIBIT F
DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and

(2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with GFL Environmental (Service Provider), N/A (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

GFL Environmental
Company Name

4/30/26
BY: Authorized Officer or Agent (Service Provider Signature) Date

Gov. Contract Manager
Title of Authorized Officer or Agent of Service Provider

Luke Ewing
Printed Name of Authorized Officer or Agent

End of Exhibit F.

EXHIBIT G

PURCHASING POLICY ADDENDUM

I, Luke Ewing, hereby certify that I have received certify that I have received a copy of the City of Stockbridge, GA, Financial Management Policies Purchasing Policy which can be found at https://stockbridgega.org/departments/procurement-division and agree to comply with all requirements of the City of Stockbridge, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

4/30/26

BY: Authorized Officer or Agent Date
(Service Provider Signature)

Gov. Contract Manager

Title of Authorized Officer or Agent of Service Provider

Luke Ewing 4/30/26

Printed Name of Authorized Officer or Agent Date

End of Exhibit G.

EXHIBIT H
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stockbridge, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and /or contract for

GFL Environmental

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. ____x____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: _____ Date: 4/30/26

Printed Name: Luke Ewing

* Alien Registration number for non-citizens: _____

** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOUR ARE A LEGAL PERMANENT RESIDENT (#2) **

Subscribed and Sworn Before Me, this the 30th day of April, 2026

Notary Public: _____ Sabrina Gray Hills

NOTARY PUBLIC
Richmond County, GEORGIA
My Commission Expires 07/28/2026

My Commission Expires:

* Note: O.C.G.A.§ 50-36-1(c)(2) requires that aliens qualified under the Federal Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

_____

End of Exhibit H.

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EVALUATION COMMITTEE MEMORANDUM

Date: March 25, 2026

To: Mr. Shawn Edmondson
City Manager

From: Jeremy Andrews, Purchasing Manager, Purchasing Division

Cc: Frank Milazi, Chief Financial Officer, Treasurer
Wanda J. Cooley, Contract Specialist

Subject: Request For Appointment or Approval of Evaluation Committee Members for Request For Proposal (RFP) No. 2026-0007 – City of Stockbridge Comprehensive Residential Waste Collection And Disposal Services.

PURPOSE

Requesting approval and appointment of the Evaluation Committee for RFP No. 2026-0007, City of Stockbridge Comprehensive Residential Waste Collection And Disposal Services. The Evaluation Committee (EC) will select the most responsive and responsible qualified firm to provide Comprehensive Residential Waste Collection & Disposal Services to the City of Stockbridge, Georgia.

BACKGROUND

The Purchasing Manager has been provided with the following names to serve as Evaluation Committee (EC) Members by the Public Works Director, Decius Aaron. Responsive proposals will be reviewed by the Evaluation Committee in accordance with the criteria established in solicitation RFP No. 2026-0007 – City of Stockbridge Comprehensive Residential Waste Collection And Disposal Services.

SECTION 3. AMENDMENT TO SECTION § 3.30.110. (G) (a-d). EVALUATION OF PROPOSAL. The committee shall consist of no fewer than five (5) members; (b). No member may be from the same city department as any other member; (c) Individuals working for the procurement division are ineligible to serve on an evaluation committee; and (d). Legal counsel may not serve as members of an evaluation committee or otherwise participate in the deliberations of the committee except as a resource to the committee, if needed.

EVALUATION COMMITTEE COMPOSITION

The following individuals have been selected to serve:

- Leslie Norsworthy, Public Works Administrative Analyst
  LNorsworthy@stockbridgega.org
- Decius Aaron, Public Works Director
  Daaron@stockbridgega.org
- Kim Barnett, Utility Billing Manager
  Kbarnett@stockbridgega.org
- Todd Ennis, City of Griffin Solid Waste Director
  Tenn@cityofgriffin.com
- Marcel Jacon, Public Works Director – City of Avondale Estates
  Mjackson@avondaleestates.org

RECOMMENDATION:

For your information and adherence effective (date of memorandum).

For Approval:

Signature: Mr. Shawn Edmondson, City Manager

Signature Date: 4/2/26

Stockbridge
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City of Stockbridge Georgia
Pre-Proposers Conference for RFP 2026-0007
Comprehensive Residential Waste Collection & Disposal Services
SIGN-IN SHEET

Date: Thursday, April 23, 2026
Location: City Council Chambers
Time: 11:00AM EST

PLEASE PRINT LEGIBLY
"This sign in sheet will be shared with all attendees."

Business Name	Representative's Name	Email Address
Red Oak Sanitation	John Spagnuolo	John@RedOakSanitation.com
Ryland Environmental	Maurice Dillard	Maurice@rylandenvironmental.MS
GFL ENVIRONMENTAL	SCOTT JOHNSON	scott.johnson@gflenv.com
GEORGIA WASTE SYSTEMS, DBA WM	ALAN OWENS	aowens22@wm.com
Amwaste	Cyron Ellis	cellise@amwasteusa.com
Waste Pro	Mike Ochoa	MOchoa@wastepro usa.com
Preferred Waste Solution	Julia Isaac	CSR@pwastesolutions.com
Arrow Waste	Aaron Perry	Aaron.perry@Arrowwaste.com
Decius T. Auron (Stockbridge)	Decius T. Auron	dauron@stockbridgega.org
City of Stockbridge	Leslie Wordsworth	Lwordsworth@Stockbridgega.org
City of Stockbridge	Jeremy Andrews	jandrews@stockbridgega.org
City of Stockbridge	Cooley, Wanda	WCooley@Stockbridgega.org

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City of Stockbridge Georgia
Pre-Proposers Conference for RFP 2026-0007
Comprehensive Residential Waste Collection & Disposal Services
SIGN-IN SHEET

Date: Thursday, April 23, 2026
Location: City Council Chambers
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PLEASE PRINT LEGIBLY
"*This sign in sheet will be shared with all attendees.*"

Business Name	Representative's Name	Email Address
Amwaste	Brandon Weems	bweems@amwasteusa.com

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Response Proposals Listing
for
Request For Proposals No. 2026-0007
City of Stockbridge
Comprehensive Residential Waste Collection And Disposal Services

The following proposals were received in response to Request For Proposals No. 2026-0007, City of Stockbridge Comprehensive Residential Waste Collection And Disposal Services by closing, May 7, 2026, 3:00PM, EST.

Arrow Waste

GFL Environmental

Red Oak Sanitation

Ryland Environmental, Inc.

Waste Pro of GA, Inc.

Request For Proposals (RFP) 2026-0007 - City of Stockbridge Comprehensive Residential Waste Collection And Disposal Services

Project Overview

Project Details	
Reference ID	Request For Proposals (RFP) 2026-0007
Project Name	City of Stockbridge Comprehensive Residential Waste Collection And Disposal Services
Project Facilitator	Wanda Cooley
Project Type	RFP (Request For Proposals)
Department	Purchasing
Project Description	The City of Stockbridge is requesting competitive sealed proposals from qualified contractors to furnish comprehensive solid waste services. These services include the collection and disposal of residential garbage, recycling, yard waste, and bulk waste generated within the City. The selected contractor shall provide all necessary supervision, labor, materials, equipment, and any other resources required to perform these services in full compliance with the specifications and requirements outlined in this Request for Proposals.
Open Date	Apr 09, 2026 12:00 PM EDT
Close Date	May 07, 2026 3:00 PM EDT

Highest Scoring Supplier	Score
GFL Environmental	**90.6 pts**

Conflict of Interest

DECLARATION OF CONFLICT OF INTEREST

You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Decius Aaron Public Works Director	May 12, 2026 4:39 PM EDT	No
Leslie Norsworthy Exec. Asst. Public Works	May 14, 2026 7:48 AM EDT	No
Jeremy Andrews Procurement Mgr.	May 15, 2026 2:55 PM EDT	No
Kim Barnett Utility Billing Manager	May 13, 2026 8:13 AM EDT	No
Marcel Jackson Public Works Director City of Avondale Estates	May 12, 2026 4:31 PM EDT	No
Todd Ennis Solid Waste Director City of Griffin, Georgia	May 14, 2026 10:08 AM EDT	No

Public Q&A

RFP 2026-0007 Questions

Georgia Waste Systems, LLC dba WM, Apr 23, 2026 5:48 PM EDT, Not Public - Pending

1. When does the current contract expire with the current hauler?

2. What is the current monthly rate for the current scope of services to the residents?

3.Is it possible for the city to change the contract term extension language to bi-lateral?

4. I know the intent of the city is to maintain the hauler for at least the 2-year initial period. Can you the city remove the 30-day termination language for clause?

5. Can the city look at reducing the stacking Liquidation Damage language from 4 hours to cure and allow 24 hours language in the contract to cure?

6. Can the city cap the Liquidated Damage amounts to per day versus per action per day?

7. Can you explain who determines the 95% collection measurement?

8. Can the city change the language requiring the city to approve hauler routing versus just providing the city notice of a routing change?

9. Can penalty interest be removed or pricing reduced?

10. Who determines the improper disposal and missed collection? Can providing video or pictures 24 hours after the notice not count towards an incident?

11. How many incidents of missed pick-ups/improper disposal per day/ per month does the current hauler average?

12. Is there a requirement for haulers equipment to be less than 6 years old to prevent infrastructure damage?

13. Are all haulers required to purchase new carts?

Questions for Solid Waste Removal and Refuse Collection

GFL Environmental, Apr 27, 2026 11:34 AM EDT, Not Public - Pending

Will all new carts/cans be mandatory for the new contract?

Questions for Solid Waste Removal and Refuse Collection

GFL Environmental, Apr 27, 2026 11:48 AM EDT, Not Public - Pending
Can this be serviced 5 days a week? What days of service are best days of service?

Questions for Solid Waste Removal and Refuse Collection

GFL Environmental, Apr 27, 2026 11:56 AM EDT, Not Public - Pending
Is contractor expected to pick up extra bags outside of can? Is that mandatory?

Questions for Solid Waste Removal and Refuse Collection

GFL Environmental, Apr 27, 2026 12:23 PM EDT, Not Public - Pending
Is the Maintenance bond required? It specifies that road repairs would be included in this work and that is not a part of the current contract.

Recycle cart count

Arrow Waste, Apr 27, 2026 2:24 PM EDT, Not Public - Pending
Should each residential dwelling have a recycle cart delivered, or should we use the number provided in the RFP of 4,032?

Bulk & YW info

Arrow Waste, Apr 28, 2026 5:53 AM EDT, Not Public - Pending
Do you have any data around bulk or YW collections or tonnage from the prior year?

Questions

AMWASTE of Georgia, LLC, Apr 28, 2026 8:12 AM EDT, Not Public - Pending

Please provide a complete address list with the service days. This will be necessary if the city requires the service days to stay the same as they currently are.

Provide some detail around the 2 community clean up events and what equipment has been utilized by GFL in the past.

Will the city accept 95 gallon recycle carts at a different color for recycling service?

Can the billing resident service counts be reviewed and adjusted quarterly for the monthly billing? The bid referenced only annual adjustments unless there is an annexation.

How much growth is projected over the next 5 years inside the city limits?

Renewals

Waste Pro of GA Inc., Apr 28, 2026 10:07 AM EDT, Not Public - Pending

Section 1 of the contract example titled "Optional Renewals" on page 3 of the specs describes renewals "at the sole discretion of the City". Please change this to say "upon mutual agreement of both parties".

Right to Cure

Waste Pro of GA Inc., Apr 28, 2026 10:07 AM EDT, Not Public - Pending

Section 6 of the contract example titled "Termination for Cause". Will the city consider allowing a 20 day period to cure any issues or some kind of right to cure?

Termination

Waste Pro of GA Inc., Apr 28, 2026 10:07 AM EDT, Not Public - Pending

Section 7 of the contract example titled "Termination for Convenience". Please remove this section. It prevents companies from the assurance that capital can be amortized and thus we will build that "risk" into the rate causing the city higher prices.

Deduction Language

Waste Pro of GA Inc., Apr 28, 2026 10:08 AM EDT, Not Public - Pending

Section 9.1 & 9.4 (Exhibit A) page 10 & 11- please clarify what would be an "authorized Deduction" and provide an example. Seems like the liquidated damages on page 43 would cover. Is this a double charge for issues?

Indemnity

Waste Pro of GA Inc., Apr 28, 2026 10:08 AM EDT, Not Public - Pending

Section 12.3 of Exhibit A page 13. Please make this section reciprocal indemnity. The section is one sided.

Transition Plan

Waste Pro of GA Inc., Apr 28, 2026 10:09 AM EDT, Not Public - Pending

Section 1.2 of Exhibit B (Transition) on page 30 states "The transition plan should be received by the City within thirty (30) days of notice of contract award". Is a transition plan required with our submittal?

List

Waste Pro of GA Inc., Apr 28, 2026 10:09 AM EDT, Not Public - Pending

Section 1.2 of Exhibit B states "Please supply a COMPLETE Inclusion/Exempt Waste List". Please clarify what is required here and provide an example.

Carts

Waste Pro of GA Inc., Apr 28, 2026 10:09 AM EDT, Not Public - Pending
Who will own the carts at the end of this project?

Recycle

Waste Pro of GA Inc., Apr 28, 2026 10:10 AM EDT, Not Public - Pending
Is recycling an elective service? Are all residents billed?

Special Events

Waste Pro of GA Inc., Apr 28, 2026 10:10 AM EDT, Not Public - Pending
Exhibit B page 37 "Special Events"- please provide the size, type & frequency of collection of the equipment needed for these events.

Clean up events

Waste Pro of GA Inc., Apr 28, 2026 10:11 AM EDT, Not Public - Pending
Exhibit B page 38 "Clean Up Events"- are these two events included in the (5) events described on page 37 under "Special Events"?

Clean up events

Waste Pro of GA Inc., Apr 28, 2026 10:11 AM EDT, Not Public - Pending
Exhibit B page 38 "Clean Up Events"- please provide the size, type & frequency of collection of the equipment needed for these events.

Carts

Waste Pro of GA Inc., Apr 28, 2026 10:12 AM EDT, Not Public - Pending

Exhibit B page 38 "Trash Carts" will all bidders be required to provide "brand new" carts including the current hauler as stated here?

Stop Service

Waste Pro of GA Inc., Apr 28, 2026 10:12 AM EDT, Not Public - Pending

Exhibit B page 39 "Delinquent accounts" when accounts are suspended, will we need to pick up the carts? Will vendors be able to bill for that extra labor?

Rate Changes

Waste Pro of GA Inc., Apr 28, 2026 10:13 AM EDT, Not Public - Pending

Will annual CPI increases be allowed?

Missed Collection

Waste Pro of GA Inc., Apr 28, 2026 10:13 AM EDT, Not Public - Pending

Exhibit B page 45 "Missed Collections"- will the city allow industry standard of 24 hours from time of call to resolve misses?

Missed Collection

Waste Pro of GA Inc., Apr 28, 2026 10:14 AM EDT, Not Public - Pending

Exhibit B page 45 "Customer Service Standards"- the times listed here to resolve differ from the missed collection times above. Will the city allow industry standard of 24 hours from time of call to resolve complaints?

Calls

Waste Pro of GA Inc., Apr 28, 2026 10:14 AM EDT, Not Public - Pending

Who will residents call for requests, the city or the contractor?

Litigation

Waste Pro of GA Inc., Apr 28, 2026 10:16 AM EDT, Not Public - Pending

Exhibit C, Section I.B on page 51 refers to submitting litigation history. Please clarify if only history related to municipal contracts is required.

Form

Waste Pro of GA Inc., Apr 28, 2026 10:16 AM EDT, Not Public - Pending

Exhibit C, Section I.N.a on page 54 requires "All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the Proposal". Is there a form that this information should be listed on that the city can provide?

Bonds

Waste Pro of GA Inc., Apr 28, 2026 10:17 AM EDT, Not Public - Pending

The "Bond Documents" in Exhibit D seem to ask for (a Payment Bond, a Performance Bond, and a Maintenance Bond), but no amounts are listed. Please clarify what bonds are required and for what amounts. A Maintenance Bond seems out of place for this project.

Bonds

Waste Pro of GA Inc., Apr 28, 2026 10:18 AM EDT, Not Public - Pending

For the bonds required, typically the surety provides the entire bond documentation. Will those forms be acceptable to satisfy the requirements for bonds in lieu of Exhibit D?

Price Calculation

Waste Pro of GA Inc., Apr 28, 2026 10:18 AM EDT, Not Public - Pending
On page 2 of Exhibit K, the "Overall Total Base Bid" number. Please clarify what goes into this number. Does it include all of the Specialty Fees listed on page 1?

Billing

Waste Pro of GA Inc., Apr 28, 2026 10:19 AM EDT, Not Public - Pending
Does the city do all residential billing to the residents?

Routes

Waste Pro of GA Inc., Apr 28, 2026 10:19 AM EDT, Not Public - Pending
Please provide the current route descriptions including day of the week info by area (map).

2cd carts

Waste Pro of GA Inc., Apr 28, 2026 10:19 AM EDT, Not Public - Pending
On Exhibit B page 35- How many of the "2cd carts" listed are recycle carts?

Glass

Waste Pro of GA Inc., Apr 28, 2026 10:20 AM EDT, Not Public - Pending
Section 8.B on page 32- Is glass included in the recyclable. City website seems to indicate no.

Clarify Language

Waste Pro of GA Inc., Apr 28, 2026 10:20 AM EDT, Not Public - Pending

Section 12.2 on page 12- please clarify this section. What is being addressed here? The section seems out of place for a sanitation bid.

Payment Terms

Waste Pro of GA Inc., Apr 28, 2026 10:21 AM EDT, Not Public - Pending
What are the payment terms from the city? Net 15, 20 , 30

Yard Waste

Waste Pro of GA Inc., Apr 28, 2026 10:21 AM EDT, Not Public - Pending
Can yard waste be commingled with MSW & Bulk?

Exhibit K

Waste Pro of GA Inc., Apr 28, 2026 10:24 AM EDT, Not Public - Pending
Exhibit K states several times "Including Administrative Fee" in the description of each service line. What does this refer to?

Page 6 Contract

Red Oak Sanitation, Apr 29, 2026 8:47 AM EDT, Not Public - Pending
Does it need to be filled out?

65 gallon recycling (2)

Red Oak Sanitation, Apr 29, 2026 8:48 AM EDT, Not Public - Pending
Can you please confirm each resident can get (2) 65 gallon recycling containers? Can we just provide each customer with (1) 95 gallon container with a different color lid?

10 bags

Red Oak Sanitation, Apr 29, 2026 8:49 AM EDT, Not Public - Pending
10 bags does that include trash and yard waste combined? Please confirm the bag size. For example: 13 gallon generic kitchen bag compared to ten 55 gallon bags.

Response Time

Red Oak Sanitation, Apr 29, 2026 8:49 AM EDT, Not Public - Pending
Would the city have any issue making all requests, missed pick ups, and complaints all addressed in a 24hr period?

Upload Question

Red Oak Sanitation, Apr 29, 2026 9:00 AM EDT, Not Public - Pending
What is the difference between Exhibit C - Request for Proposal and the bottom upload _ Request for Proposal?

Bond Submission

Red Oak Sanitation, Apr 29, 2026 9:12 AM EDT, Not Public - Pending
Please confirm Bond Documents Submission. Do they need to be filled out or the bond documents are only related to the final Performance & Payment Bond if Red Oak is ultimately awarded the contract.

Vendor Registration

Red Oak Sanitation, Apr 29, 2026 9:19 AM EDT, Not Public - Pending
page 57 - Just confirming if awarded this needs to be done but not for the submission?

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Waste Pro of GA Inc.	May 06, 2026 8:02 PM EDT	Bob Wolk	rwolk@wasteprousa.com	ODI4MjU3
GFL Environmental	May 06, 2026 5:01 PM EDT	Luke Ewing	lewing@gflenv.com	ODI4MTcz
Arrow Waste	May 07, 2026 12:25 PM EDT	Justin Vetsch	justin.vetsch@arrowwaste.com	ODI4NzA5
Red Oak Sanitation	May 07, 2026 1:15 PM EDT	John Spagnuolo	john@redoaksanitation.com	ODI4ODA3
Ryland Environmental, Inc.	May 07, 2026 12:16 PM EDT	James Lanier	james@rylandenvironmental.us	ODI4Njk1

Project Criteria

Criteria	Points	Description
A - Experience with Government Entities	**20 pts**	
A-1 -	10 pts	Does the offeror's proposal demonstrate extensive experience in the solid waste industry, including years of successfully operating residential and commercial collection programs encompassing garbage, recycling, yard waste, and bulk waste services?
A-2 -	10 pts	Does the offeror's proposal show relevant and recent experience with comparable government contracts or projects?
B - Service Delivery Approach/Transition	**15 pts**	
B-1 -	15 pts	Does the offeror’s proposed service delivery approach and plan demonstrate a seamless transition of services?
C - Customer Service Experience	**15 pts**	
C-1 -	15 pts	Does the proposal clearly demonstrate how the offeror will meet customer service expectations?

D - Personnel/Staff Experience	**10 pts**	
D-1 -	10 pts	Does the qualifications and experience of the proposer's personnel provide sufficient evidence of their ability to successfully deliver all required services?
E - Firm's Financial Stability	**20 pts**	
E-1 -	20 pts	Does the proposal clearly demonstrate the proposer's financial capacity to sustain and successfully deliver all required services?
F - Cost	**20 pts**	
F-1 -	20 pts	Cost proposals will be scored based on the Overall Total Base Bid as submitted in Exhibit K, with the lowest responsive and responsible total receiving the maximum points and all others scored proportionally using a predetermined mathematical formula; no subjective evaluation of cost will be performed.
Total	**100 pts**	

Scoring Summary

Active Submissions

	Total	A - Experience with Government Entities	A-1 -	A-2 -	B - Service Delivery Approach/Transition
Supplier	**/ 100 pts**	**/ 20 pts**	**/ 10 pts**	**/ 10 pts**	**/ 15 pts**
GFL Environmental	90.6 pts	17.6 pts	9 pts	8.6 pts	13.6 pts
Arrow Waste	80.24 pts	15 pts	7.8 pts	7.2 pts	12.2 pts
Waste Pro of GA Inc.	80.18 pts	17.4 pts	8.6 pts	8.8 pts	11.8 pts
Red Oak Sanitation	74.25 pts	15.4 pts	7.8 pts	7.6 pts	10.2 pts
Ryland Environmental, Inc.	63.94 pts	15.8 pts	7.8 pts	8 pts	8.2 pts

	B-1 -	C - Customer Service Experience	C-1 -	D - Personnel/Staff Experience	D-1 -
Supplier	**/ 15 pts**	**/ 15 pts**	**/ 15 pts**	**/ 10 pts**	**/ 10 pts**
GFL Environmental	13.6 pts	13.4 pts	13.4 pts	8.4 pts	8.4 pts
Arrow Waste	12.2 pts	12.6 pts	12.6 pts	8.2 pts	8.2 pts
Waste Pro of GA Inc.	11.8 pts	13.2 pts	13.2 pts	9.2 pts	9.2 pts
Red Oak Sanitation	10.2 pts	10 pts	10 pts	8.4 pts	8.4 pts
Ryland Environmental, Inc.	8.2 pts	8.2 pts	8.2 pts	6.4 pts	6.4 pts

	E - Firm's Financial Stability	E-1 -	F - Cost	F-1 -
Supplier	**/ 20 pts**	**/ 20 pts**	**/ 20 pts**	**/ 20 pts**
GFL Environmental	17.6 pts	17.6 pts	20 pts	20 pts ($17.75)

	E - Firm's Financial Stability	E-1 -	F - Cost	F-1 -
Supplier	**/ 20 pts**	**/ 20 pts**	**/ 20 pts**	**/ 20 pts**
Arrow Waste	15.6 pts	15.6 pts	16.64 pts	16.64 pts ($21.34)
Waste Pro of GA Inc.	17.4 pts	17.4 pts	11.18 pts	11.18 pts ($31.74)
Red Oak Sanitation	16.6 pts	16.6 pts	13.65 pts	13.65 pts ($26)
Ryland Environmental, Inc.	16 pts	16 pts	9.342 pts	9.342 pts ($38)

Proposal Scores

Waste Pro of GA Inc. - Scoring Summary

Evaluation Group 1 - Evaluation Committee Members

	Total	A - Experience with Government Entities	A-1 -	A-2 -	B - Service Delivery Approach/Transition
Reviewer	**/ 80 pts**	**/ 20 pts**	**/ 10 pts**	**/ 10 pts**	**/ 15 pts**
Leslie Norsworthy	70 pts	17 pts	8 pts	9 pts	11 pts
Decius Aaron	66 pts	18 pts	9 pts	9 pts	9 pts
Kim Barnett	65 pts	16 pts	8 pts	8 pts	12 pts
Marcel Jackson	64 pts	16 pts	8 pts	8 pts	12 pts
Todd Ennis	80 pts	20 pts	10 pts	10 pts	15 pts
		Average:	**8.6 pts**	**8.8 pts**	**Average:**

	Total	A - Experience with Government Entities	A-1 -	A-2 -	B - Service Delivery Approach/Transition
Reviewer	**/ 80 pts**	**/ 20 pts**	**/ 10 pts**	**/ 10 pts**	**/ 15 pts**
			↓	↓	
Calculated:	**69 pts**	**17.4 pts**	**8.6 pts**	**8.8 pts**	**11.8 pts**

	B-1 -	C - Customer Service Experience	C-1 -	D - Personnel/Staff Experience	D-1 -
Reviewer	**/ 15 pts**	**/ 15 pts**	**/ 15 pts**	**/ 10 pts**	**/ 10 pts**
Leslie Norsworthy	11 pts	13 pts	13 pts	9 pts	9 pts
Decius Aaron	9 pts	13 pts	13 pts	9 pts	9 pts
Kim Barnett	12 pts	12 pts	12 pts	10 pts	10 pts
Marcel Jackson	12 pts	13 pts	13 pts	8 pts	8 pts

	B-1 -	C - Customer Service Experience	C-1 -	D - Personnel/Staff Experience	D-1 -
Reviewer	**/ 15 pts**	**/ 15 pts**	**/ 15 pts**	**/ 10 pts**	**/ 10 pts**
Todd Ennis	15 pts	15 pts	15 pts	10 pts	10 pts
	11.8 pts	**Average:**	**13.2 pts**	**Average:**	**9.2 pts**
	↓		↓		↓
Calculated:	**11.8 pts**	**13.2 pts**	**13.2 pts**	**9.2 pts**	**9.2 pts**

	E - Firm's Financial Stability	E-1 -
Reviewer	**/ 20 pts**	**/ 20 pts**
Leslie Norsworthy	20 pts	20 pts
Decius Aaron	17 pts	17 pts

	E - Firm's Financial Stability	E-1 -
Reviewer	**/ 20 pts**	**/ 20 pts**
Kim Barnett	15 pts	15 pts
Marcel Jackson	15 pts	15 pts
Todd Ennis	20 pts	20 pts
	Average:	**17.4 pts**
		↓
Calculated:	**17.4 pts**	**17.4 pts**

Evaluation Group 2 - Procurement

	Total	F - Cost	F-1 -
Reviewer	**/ 20 pts**	**/ 20 pts**	**/ 20 pts**
Jeremy Andrews	11.18 pts	11.18 pts	$31.74
		Average:	**$31.74**
			↓
Calculated:	**11.18 pts**	**11.18 pts**	**11.18 pts ($31.74)**

GFL Environmental - Scoring Summary

Evaluation Group 1 - Evaluation Committee Members

	Total	A - Experience with Government Entities	A-1 -	A-2 -	B - Service Delivery Approach/Transition
Reviewer	**/ 80 pts**	**/ 20 pts**	**/ 10 pts**	**/ 10 pts**	**/ 15 pts**
Leslie Norsworthy	72 pts	17 pts	9 pts	8 pts	14 pts
Decius Aaron	72 pts	19 pts	10 pts	9 pts	14 pts
Kim Barnett	63 pts	16 pts	8 pts	8 pts	12 pts
Marcel Jackson	66 pts	16 pts	8 pts	8 pts	13 pts
Todd Ennis	80 pts	20 pts	10 pts	10 pts	15 pts
		Average:	**9 pts**	**8.6 pts**	**Average:**
			↓	↓	

	Total	A - Experience with Government Entities	A-1 -	A-2 -	B - Service Delivery Approach/Transition
Reviewer	**/ 80 pts**	**/ 20 pts**	**/ 10 pts**	**/ 10 pts**	**/ 15 pts**
Calculated:	**70.6 pts**	**17.6 pts**	**9 pts**	**8.6 pts**	**13.6 pts**

	B-1 -	C - Customer Service Experience	C-1 -	D - Personnel/Staff Experience	D-1 -
Reviewer	**/ 15 pts**	**/ 15 pts**	**/ 15 pts**	**/ 10 pts**	**/ 10 pts**
Leslie Norsworthy	14 pts	13 pts	13 pts	8 pts	8 pts
Decius Aaron	14 pts	14 pts	14 pts	8 pts	8 pts
Kim Barnett	12 pts	12 pts	12 pts	8 pts	8 pts
Marcel Jackson	13 pts	13 pts	13 pts	8 pts	8 pts
Todd Ennis	15 pts	15 pts	15 pts	10 pts	10 pts

	B-1 -	C - Customer Service Experience	C-1 -	D - Personnel/Staff Experience	D-1 -
Reviewer	**/ 15 pts**	**/ 15 pts**	**/ 15 pts**	**/ 10 pts**	**/ 10 pts**
	13.6 pts	**Average:**	**13.4 pts**	**Average:**	**8.4 pts**
	↓		↓		↓
Calculated:	**13.6 pts**	**13.4 pts**	**13.4 pts**	**8.4 pts**	**8.4 pts**

	E - Firm's Financial Stability	E-1 -
Reviewer	**/ 20 pts**	**/ 20 pts**
Leslie Norsworthy	20 pts	20 pts
Decius Aaron	17 pts	17 pts
Kim Barnett	15 pts	15 pts

	E - Firm's Financial Stability	E-1 -
Reviewer	**/ 20 pts**	**/ 20 pts**
Marcel Jackson	16 pts	16 pts
Todd Ennis	20 pts	20 pts
	Average:	**17.6 pts**
		↓
Calculated:	**17.6 pts**	**17.6 pts**

Evaluation Group 2 - Procurement

	Total	F - Cost	F-1 -
Reviewer	**/ 20 pts**	**/ 20 pts**	**/ 20 pts**
Jeremy Andrews	20 pts	20 pts	$17.75
		Average:	**$17.75**
			↓
Calculated:	**20 pts**	**20 pts**	**20 pts ($17.75)**

Arrow Waste - Scoring Summary

Evaluation Group 1 - Evaluation Committee Members

	Total	A - Experience with Government Entities	A-1 -	A-2 -	B - Service Delivery Approach/Transition
Reviewer	**/ 80 pts**	**/ 20 pts**	**/ 10 pts**	**/ 10 pts**	**/ 15 pts**
Leslie Norsworthy	67 pts	15 pts	9 pts	6 pts	13 pts
Decius Aaron	57 pts	12 pts	6 pts	6 pts	11 pts
Kim Barnett	62 pts	16 pts	8 pts	8 pts	12 pts
Marcel Jackson	59 pts	12 pts	6 pts	6 pts	12 pts
Todd Ennis	73 pts	20 pts	10 pts	10 pts	13 pts
		Average:	**7.8 pts**	**7.2 pts**	**Average:**
			↓	↓	

	Total	A - Experience with Government Entities	A-1 -	A-2 -	B - Service Delivery Approach/Transition
Reviewer	**/ 80 pts**	**/ 20 pts**	**/ 10 pts**	**/ 10 pts**	**/ 15 pts**
Calculated:	**63.6 pts**	**15 pts**	**7.8 pts**	**7.2 pts**	**12.2 pts**

	B-1 -	C - Customer Service Experience	C-1 -	D - Personnel/Staff Experience	D-1 -
Reviewer	**/ 15 pts**	**/ 15 pts**	**/ 15 pts**	**/ 10 pts**	**/ 10 pts**
Leslie Norsworthy	13 pts	13 pts	13 pts	8 pts	8 pts
Decius Aaron	11 pts	12 pts	12 pts	7 pts	7 pts
Kim Barnett	12 pts	11 pts	11 pts	8 pts	8 pts
Marcel Jackson	12 pts	12 pts	12 pts	8 pts	8 pts
Todd Ennis	13 pts	15 pts	15 pts	10 pts	10 pts

	B-1 -	C - Customer Service Experience	C-1 -	D - Personnel/Staff Experience	D-1 -
Reviewer	**/ 15 pts**	**/ 15 pts**	**/ 15 pts**	**/ 10 pts**	**/ 10 pts**
	12.2 pts	**Average:**	**12.6 pts**	**Average:**	**8.2 pts**
	↓		↓		↓
Calculated:	**12.2 pts**	**12.6 pts**	**12.6 pts**	**8.2 pts**	**8.2 pts**

	E - Firm's Financial Stability	E-1 -
Reviewer	**/ 20 pts**	**/ 20 pts**
Leslie Norsworthy	18 pts	18 pts
Decius Aaron	15 pts	15 pts
Kim Barnett	15 pts	15 pts

	E - Firm's Financial Stability	E-1 -
Reviewer	**/ 20 pts**	**/ 20 pts**
Marcel Jackson	15 pts	15 pts
Todd Ennis	15 pts	15 pts
	Average:	**15.6 pts**
		↓
Calculated:	**15.6 pts**	**15.6 pts**

Evaluation Group 2 - Procurement

	Total	F - Cost	F-1 -
Reviewer	**/ 20 pts**	**/ 20 pts**	**/ 20 pts**
Jeremy Andrews	16.64 pts	16.64 pts	$21.34
		Average:	**$21.34**
			↓
Calculated:	**16.64 pts**	**16.64 pts**	**16.64 pts ($21.34)**

Red Oak Sanitation - Scoring Summary

Evaluation Group 1 - Evaluation Committee Members

	Total	A - Experience with Government Entities	A-1 -	A-2 -	B - Service Delivery Approach/Transition
Reviewer	**/ 80 pts**	**/ 20 pts**	**/ 10 pts**	**/ 10 pts**	**/ 15 pts**
Leslie Norsworthy	61 pts	17 pts	8 pts	9 pts	9 pts
Decius Aaron	56 pts	11 pts	6 pts	5 pts	10 pts
Kim Barnett	55 pts	13 pts	7 pts	6 pts	12 pts
Marcel Jackson	61 pts	16 pts	8 pts	8 pts	10 pts
Todd Ennis	70 pts	20 pts	10 pts	10 pts	10 pts
		Average:	**7.8 pts**	**7.6 pts**	**Average:**
			↓	↓	

	Total	A - Experience with Government Entities	A-1 -	A-2 -	B - Service Delivery Approach/Transition
Reviewer	**/ 80 pts**	**/ 20 pts**	**/ 10 pts**	**/ 10 pts**	**/ 15 pts**
Calculated:	**60.6 pts**	**15.4 pts**	**7.8 pts**	**7.6 pts**	**10.2 pts**

	B-1 -	C - Customer Service Experience	C-1 -	D - Personnel/Staff Experience	D-1 -
Reviewer	**/ 15 pts**	**/ 15 pts**	**/ 15 pts**	**/ 10 pts**	**/ 10 pts**
Leslie Norsworthy	9 pts	8 pts	8 pts	9 pts	9 pts
Decius Aaron	10 pts	12 pts	12 pts	8 pts	8 pts
Kim Barnett	12 pts	8 pts	8 pts	7 pts	7 pts
Marcel Jackson	10 pts	12 pts	12 pts	8 pts	8 pts
Todd Ennis	10 pts	10 pts	10 pts	10 pts	10 pts

	B-1 -	C - Customer Service Experience	C-1 -	D - Personnel/Staff Experience	D-1 -
Reviewer	**/ 15 pts**	**/ 15 pts**	**/ 15 pts**	**/ 10 pts**	**/ 10 pts**
	10.2 pts	**Average:**	**10 pts**	**Average:**	**8.4 pts**
	↓		↓		↓
Calculated:	**10.2 pts**	**10 pts**	**10 pts**	**8.4 pts**	**8.4 pts**

	E - Firm's Financial Stability	E-1 -
Reviewer	**/ 20 pts**	**/ 20 pts**
Leslie Norsworthy	18 pts	18 pts
Decius Aaron	15 pts	15 pts
Kim Barnett	15 pts	15 pts

	E - Firm's Financial Stability	E-1 -
Reviewer	**/ 20 pts**	**/ 20 pts**
Marcel Jackson	15 pts	15 pts
Todd Ennis	20 pts	20 pts
	Average:	**16.6 pts**
		↓
Calculated:	**16.6 pts**	**16.6 pts**

Evaluation Group 2 - Procurement

	Total	F - Cost	F-1 -
Reviewer	**/ 20 pts**	**/ 20 pts**	**/ 20 pts**
Jeremy Andrews	13.65 pts	13.65 pts	$26
		Average:	**$26**
			↓
Calculated:	**13.65 pts**	**13.65 pts**	**13.65 pts ($26)**

Ryland Environmental, Inc. - Scoring Summary

Evaluation Group 1 - Evaluation Committee Members

	Total	A - Experience with Government Entities	A-1 -	A-2 -	B - Service Delivery Approach/Transition
Reviewer	**/ 80 pts**	**/ 20 pts**	**/ 10 pts**	**/ 10 pts**	**/ 15 pts**
Leslie Norsworthy	58 pts	18 pts	9 pts	9 pts	8 pts
Decius Aaron	57 pts	17 pts	8 pts	9 pts	10 pts
Kim Barnett	44 pts	14 pts	7 pts	7 pts	3 pts
Marcel Jackson	44 pts	10 pts	5 pts	5 pts	8 pts
Todd Ennis	70 pts	20 pts	10 pts	10 pts	12 pts
		Average:	**7.8 pts**	**8 pts**	**Average:**
			↓	↓	

	Total	A - Experience with Government Entities	A-1 -	A-2 -	B - Service Delivery Approach/Transition
Reviewer	**/ 80 pts**	**/ 20 pts**	**/ 10 pts**	**/ 10 pts**	**/ 15 pts**
Calculated:	**54.6 pts**	**15.8 pts**	**7.8 pts**	**8 pts**	**8.2 pts**

	B-1 -	C - Customer Service Experience	C-1 -	D - Personnel/Staff Experience	D-1 -
Reviewer	**/ 15 pts**	**/ 15 pts**	**/ 15 pts**	**/ 10 pts**	**/ 10 pts**
Leslie Norsworthy	8 pts	8 pts	8 pts	6 pts	6 pts
Decius Aaron	10 pts	8 pts	8 pts	7 pts	7 pts
Kim Barnett	3 pts	5 pts	5 pts	7 pts	7 pts
Marcel Jackson	8 pts	8 pts	8 pts	6 pts	6 pts
Todd Ennis	12 pts	12 pts	12 pts	6 pts	6 pts

	B-1 -	C - Customer Service Experience	C-1 -	D - Personnel/Staff Experience	D-1 -
Reviewer	**/ 15 pts**	**/ 15 pts**	**/ 15 pts**	**/ 10 pts**	**/ 10 pts**
	8.2 pts	**Average:**	**8.2 pts**	**Average:**	**6.4 pts**
	↓		↓		↓
Calculated:	**8.2 pts**	**8.2 pts**	**8.2 pts**	**6.4 pts**	**6.4 pts**

	E - Firm's Financial Stability	E-1 -
Reviewer	**/ 20 pts**	**/ 20 pts**
Leslie Norsworthy	18 pts	18 pts
Decius Aaron	15 pts	15 pts
Kim Barnett	15 pts	15 pts

	E - Firm's Financial Stability	E-1 -
Reviewer	**/ 20 pts**	**/ 20 pts**
Marcel Jackson	12 pts	12 pts
Todd Ennis	20 pts	20 pts
	Average:	**16 pts**
		↓
Calculated:	**16 pts**	**16 pts**

Evaluation Group 2 - Procurement

	Total	F - Cost	F-1 -
Reviewer	**/ 20 pts**	**/ 20 pts**	**/ 20 pts**
Jeremy Andrews	9.342 pts	9.342 pts	$38
		Average:	**$38**
			↓
Calculated:	**9.342 pts**	**9.342 pts**	**9.342 pts ($38)**

Request For Proposals (RFP) No. 2026-0007, Comprehensive Residential Waste Collection and Disposal Services.

End User: Department of Public Works, Decius Aaron, Director.

STAFF COMMENTS:

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____ / / _____

Staff Signature *Date: mm/dd/yyyy*

RFP 2026-0007

COS Comprehensive Residential Waste Collection & Disposal Services

Contract Documents Required:

Full Request For Proposal

Vendor: GFL Environmental

CITY OF STOCKBRIDGE RESIDENTIAL WASTE COLLECTION AND DISPOSAL SERVICES

Attention - Wanda Cooley, Contract Specialist

Due Date: 5/7/26 by 3:00PM

Submitted by Luke Ewing - Government Contract Manager - 1280 Rum Creek Pkwy Stockbridge, GA 30281

lewing@gflenv.com, 770-298-0844

GFL GREEN FOR LIFE

environmental





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1.0 (A) Transmittal Letter

I have read and understood the sanitation collection services for residential and commercial customers within the incorporated municipal limits of the City of Stockbridge. If awarded, we will carry out the proposed Work in accordance with all the provisions of the Contract. I further state that I am an authorized representative who can commit GFL Environmental to such Contract. We acknowledge and have recognized the RFP Clarification and have met the requirements with the information provided. Due to the location of the city, GFL has a disposal advantage. GFL is bidding and will be servicing and disposing at an EPD Approved Receiving Facility. GFL has reviewed all answers to RFP questions and has prepped accordingly through the use of Addendum. GFL's services per the RFP will include: Weekly curbside household garbage collection. Rear-load ("back door") collection services. Clam truck services for bulk waste and special collections. Provision, delivery, maintenance, repair, and replacement of residential trash carts. Transportation and lawful disposal of collected waste. All cans will be maintained in a sanitary condition, and the areas surrounding dumpsters will be kept free of trash and debris. An adequate number of cans will be provided to service all homes and facilities. As your partner, GFL will sponsor and support up to 5 events per year as well as offer at least 2 community clean up days each year. We pride ourselves in superior service and community sustainability. Myself and our general manager toured the city limits and fully understand what is needed and required to service the homes and businesses successfully and efficiently. As the current incumbent to this contract, our local team will ensure the transition to the new contract will be smooth and without disruptions. The current contract expires January 31, 2027. The city requests a four-day pickup. The dates should be Monday through Thursday. The local GFL team is prepared to service on those days and currently does so.

Luke Ewing, Government Contracts Manager - GFL Environmental - www.gflenv.com

Date: 4/30/2026

WRITTEN CONSENT
OF THE SOLE MANAGER OF
Waste Industries of Atlanta, LLC, dba GFL ENVIRONMENTAL

The undersigned, being the sole Manager of Waste Industries of Atlanta LLC, dba GFL Environmental, does hereby adopt the following resolution by executing this written consent, effective for all purposes as of May 7, 2026.

RESOLVED, that the following person be, and he is hereby authorized to execute documentation on behalf of the Company in connection with City of Stockbridge due on 4/30/26.

Luke Ewing Government Contracts Manager

This action is taken and effective as of the date first set forth above.

WASTE INDUSTRIES USA, LLC

By:
Name: Patrick Dovigi
Title: Chief Executive Officer



2.0 Executive Summary

GFL is the current service provider for the City of Stockbridge and is committed to its success, residents and staff members. The GFL team is local to the City of Stockbridge and is located at: 1280 Rum Creek Pkwy Stockbridge, GA 30281. This is the location of where the contract will be managed and maintained. GFL is always available by phone and can be reached at the following numbers: 770-318-9790 or 678-725-3915. Scott Johnson and Luke Ewing are the points of contact. GFL will provide collection, transportation and proper disposal of solid waste & recycling for approximately 11000 accounts within the city limits. Recycling Optional for Residents but will be offered by GFL. Bulk Waste - Up to 3 items per week. Yard waste - bagged up to 10 bags per week, no more than 50 lbs each; Call in required for unbagged, contained twigs/limbs. GFL will submit detailed reports based on a request from Stockbridge for performance measures. Trash and recycling collection will be provided the day after the holiday unless the holiday is on Saturday or Sunday if your regular day falls on the holiday. If Christmas is on Monday, the services will run a day behind all week. Holidays refers to any of the following: New Year's Day, Martin Luther King, Jr. Birthday, Juneteenth, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and other holidays mutually agreed to by the City and GFL and so specified in the proposed contract. In no instance will there be more than one holiday during a collection week. When the scheduled collection day falls on a holiday, collection for that day will be collected one day later. GFL will publish the yearly calendar including alternate collection days and must be published on GFL's website; also written documentation regarding the holiday schedule shall be submitted to the City. GFL utilizes CNG trucks to demonstrate a commitment to reducing air pollution from collection vehicles.

GFL will have to comply with the GA Rules for Solid Waste Management pertaining to the collection and disposal of MSW, bulk, and yard waste. City residents are billed for sanitation on their property taxes. Any specialty fees will be billed by the vendor directly to the residents.

3.0 (A). General Management

GFL is prepared and ready to start servicing City of Stockbridge regarding:

Residential solid waste collection and disposal services for all eligible residential customers within the incorporated municipal limits of the City of Stockbridge. GFL has chosen South Side Transfer Station and the Welcome All Transfer Station for disposal and is an EPD Approved Receiving Facility. GFL will be disposing of all recycling at Pratt Recycling. Each truck driver will secure all carts and keep the area surrounding free of debris and trash. The local GFL team will be responsible for the collection, transportation and proper disposal of solid waste & recycling for approximately 11000 accounts within

the city limits. Recycling Optional for Residents. Bulk Waste - Up to 3 items per week. Yard waste - bagged up to 10 bags per week, no more than 50 lbs each; Call in required for unbagged, contained twigs/limbs. The local GFL team shall provide an internet/email-based system for the communication of all service requests from the City and the customers to GFL. All requests shall be tracked, recorded, and reported monthly showing the date, type, and resolution of each request. GFL's personnel will be trained both in program operations and in customer service and ensure that all personnel maintain a positive attitude with the public and in the workplace. GFL has been a pillar in the Stockbridge community for the past 10 years and will maintain consistency and efficiency through the duration of the contract.

Understanding honesty, commitment to our employees and community, and the endless search for improvement are the reasons for our past success and the foundation for our future growth. Living in the communities we serve; we are committed to improving them. From state-of-the-art landfills and transfer stations to strategic environmental policies, we can help communities maintain and improve their quality of life by providing efficient, innovative, and cost-effective solid waste solutions. By standing by our principles, we have earned the trust and respect of our customers and industry and promise to work alongside Stockbridge throughout the duration of the contract. We currently service over 100 municipal contracts in GA and our success is translated through our customer relationships and references. In the collection of solid waste and recyclables, GFL and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any cart or lid damaged by its employees and upon collection leave the premises in a neat and clean condition.

Scott Johnson, General Manager of GFL's Fairburn Branch, will be our company's point of contact. Luke Ewing, GFL's Government Contracts Manager, will also be an additional point of contact to ensure the contract and all requirements are upheld and met.

Across its organization, GFL has a workforce of more than 11,500 employees and provides its broad range of environmental services to more than 135,000 commercial and industrial customers and its solid waste collection services to more than 4 million households.

Services Provided by GFL:

Residential Curbside Collection: At GFL, we strive to provide our customers with constantly evolving, innovative, diverse trash services that help keep streets clean and safe. Weekly collection of household garbage from all residential units within City limits. Collection shall utilize GFL-provided standardized roll-out carts. Routes and collection days shall be approved by the City prior to implementation. GFL will provide route maps and schedules. GFL will be servicing the residents Monday through Thursday. Through our residential subscription programs, we provide individual homes with regular, reliable curbside trash pickup service, with a range of service options available, as well as an appropriate cart or container to hold trash until it's collected. GFL assists municipalities with recycling and disposal of Household Hazardous Waste (HHW) through community round-up and stewardship programs. Information about planned round-up or collection events/ initiatives in your community, including those organized at established local waste drop-off sites, will be available through your municipality.

GFL will provide a 95-gallon cart for each occupied location to be serviced on a weekly basis.
Cart Contents will contain bagged municipal solid waste as defined by the Georgia Comprehensive Solid Waste Management Act of 1990 may be placed in the cart for collection. Carts must be placed at the

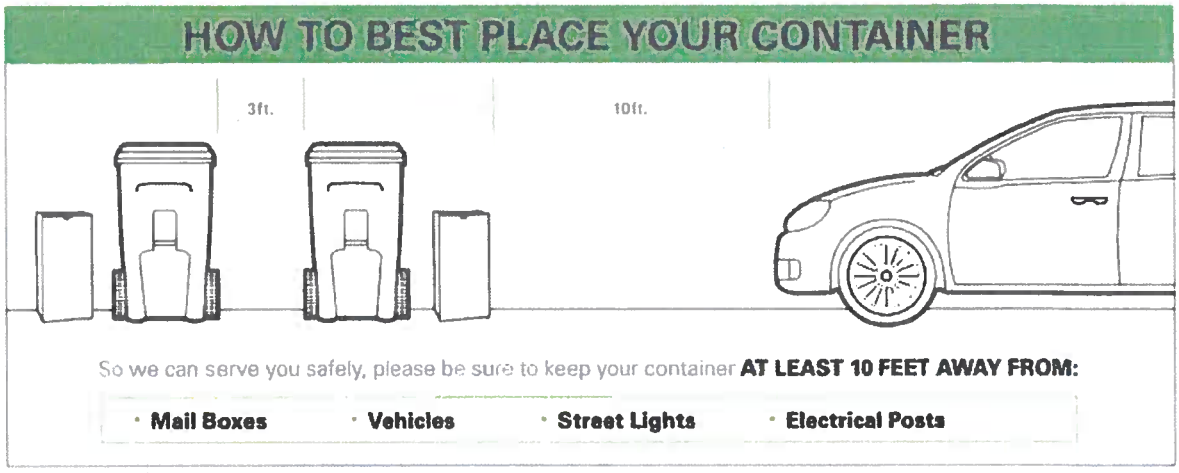
curb no later than 6:00 A.M. on the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic.

Correct placement of your container for curbside trash, recycling and organic waste collection is easy, but it's also important to ensure your services are handled properly and safely. We don't want to miss your collection, but we can't pick up your trash if it isn't by the curb when our truck gets there on your service day. This guide on container placement will ensure you're prepared:

Place your trash can and recycling bin at the curb with the wheels facing your house and the lid opening into the street. Keep your garbage cans four feet apart and at least four feet or more from any obstacles such as mailboxes, cars, lamp posts, or power lines. Keep your container at the curb until the end of the day if it hasn't been collected. Sometimes the timing of our arrival changes, and we don't want to miss you if we come later than expected. It's generally best to put your container out the night before your collection day. That way even if we're early, you won't miss your pick-up.

Note: Some areas with HOAs have specific regulations for when your trash should be at the curb, so always check your bylaws first. If you follow these guidelines, you shouldn't have any problems with your collection. On rare occasions something can go wrong, so if you have any issues with your service such as a missed collection, please contact your local branch to report it.

Our job is to provide you with the best waste collection service possible, so please don't hesitate to reach out!



Equipment: GFL is currently using and will also utilize collection vehicles and equipment that are safe, properly maintained, and appropriate for the services required under this agreement. GFL's vehicles are in good operating condition, properly licensed, compliant with all applicable state and federal regulations, and capable of performing the required services in a reliable and efficient manner. All equipment used in service delivery shall be maintained in a clean and professional condition and operated in a manner that promotes safety, efficiency, and minimal disruption to residents. All vehicles shall be secure, preventing any leakage of fluids or littering of material. Any fluid leak (except for oil, fuel, anti-freeze, or other substance deemed as hazardous material) must be cleaned up within one business day. All incidents should be reported to the City immediately. Should a hydraulic hose or other

vehicle related item break or leak fluid while on a collection route, the local GFL team shall respond to and make efforts to contain and clean the oil leak or other hazardous substance within a two (2) hour time period. Cleaning shall include complete removal of any oil tracked on the street or resident's driveway as well as any oil or other hazardous material leaked into a storm water system. It will be the sole determination of the City as to whether the cleaning is adequate in the event of a dispute. Clean up and disposal of all material deemed to be toxic, hazardous, or otherwise not approved for disposal at a regular municipal solid waste landfill must be disposed of properly under all local, state, and federal regulations. The City may request written documentation substantiating how and where the material was disposed of. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. GFL has this process streamlined and is currently doing this for all municipal contracts.

Trash Carts/Receptacles: The local GFL team will provide each residential customer with a standardized roll-out cart (minimum 95-gallon capacity). We will ensure carts are durable, wheeled, lidded, and compatible with automated or semi-automated collection. Our carts are marked with our identification. We will deliver carts prior to service commencement. Our local team will maintain responsibility for: Repair (normal wear and tear), Replacement of damaged carts, Replacement of stolen carts (per defined policy), Maintain an inventory tracking system and provide additional carts upon request (per approved pricing).

Recycling: GFL will provide no more than two (2) 65-gallon cart for each occupied location. Recycling is to be serviced every two (2) weeks. Recycling customers will receive one (1) can and this is an optional service available to each resident. A 95 gallon container can also be utilized clearly identified as recycling. GFL will be disposing of all recyclables with Pratt Recycling. This location's address is: 1920 Sarasota Business Pkwy. NE Conyers, GA 30013. GFL has been utilizing Pratt for over 10 years and has supporting documentation for reference. Within the past 10 years, GFL has not received a disposal violation. Recycling is essential to the future of our planet. As such, it forms an integral part of GFL's commitment to the environment. For our customers, recycling is an opportunity to maintain a more sustainable waste stream that helps keep recyclable materials out of landfills. Our residential recycling plans offer customers the resources they need to achieve this. GFL will provide you with a regular, reliable curbside collection of your recyclables on your scheduled service day, and a suitable bin or container to hold items until they are picked up. Once you have your container, simply follow the same guidelines as your solid waste container in regards to curbside placement, according to your recycling collection schedule. At GFL, we pride ourselves on being at the forefront of innovative recycling practices and we strive to offer superior recycling opportunities to all our customers. Recycling is the process of separating specific reusable materials from garbage streams and diverting them to facilities that will repurpose them for reuse. Recycling offers a sustainable alternative to regular waste streams by decreasing input into municipal landfills. It's essential to the future of our planet to drastically reduce the environmental impact of our waste materials and ensure that scarce resources are recovered and reused. At GFL, our recycling operations involve materials such as wood, paper, cardboard, plastic, aluminum and other metals. We collect, sort and prepare these materials for market and future use as recycled material. When it comes to recycling, awareness is key. Contamination is the biggest issue impacting successful recycling practices today, when people throw in items they shouldn't, such as grease-soaked cardboard, plastic bags or paint cans. This is why it's important to know what you can recycle and what you can't.

USUALLY ACCEPTED: Plastic recycling

Includes all CLEANED plastic bottles and jars #1 to #7: soft drink bottles, milk jugs, detergent bottles, FLATTENED cartons, etc. Check the bottom of the container. If you see the recycling symbol with a #1, 2, 3, 4, 5, 6, or 7 in the center, it is acceptable.

USUALLY ACCEPTED: Metal recycling

Includes aluminum cans, pie and baking pans, tin cans, steel food containers, EMPTY aerosol cans, and lids. Metal beverage cans, baking tins, foil, and food containers are also included in this material category.

All items must be CLEAN OF FOOD.

USUALLY ACCEPTED: Cardboard recycling

Includes corrugated cardboard, shipping boxes, cereal and dry food boxes, shoe boxes, tissue boxes, moving boxes, detergent boxes, soda/beer cartons, and paper towel/toilet tissue rolls.

All boxes MUST BE FLATTENED for proper disposal.

USUALLY ACCEPTED: Paper recycling

What can't I recycle?

Styrofoam

Window glass and mirrors

Electronic waste (TVs and computers)

Motor oil containers

Yard waste

Chemical containers

Shredded paper

Plastic bags

Ceramics or dishes

Food waste

Scrap metal

Monitors

Includes newspapers, inserts, labels, magazines, catalogs, paperback books, manila folders, letterhead, notebook paper (no backings), computer paper, envelopes (with windows), coupon books, index cards, calendars, and brown paper bags.

PRATT INDUSTRIES

Johnathan Cleveland
Transfer Station Supervisor
1920 Sarasota Business Pkwy
Conyers Ga 30013
jbcleveland2@prattindustries.com
Mobile: 770-733-7282

PRATT INDUSTRIES

Georgia Facility Capacities

- **Conyers (Eco-Campus):** This is Pratt's largest and most advanced MRF in Georgia. At full capacity, it can process **10,500 tons of material per month**, including 5,000 tons of paper fiber.
- **Atlanta:** This facility has the capacity to process up to **7,000 tons of material per month**, with approximately 4,000 tons of that being paper feedstock.
- **Columbus:** At full capacity, this MRF is capable of processing **200 tons per day** of single-stream recyclables, which includes 150 tons of paper and old corrugated containers (OCC).
- **Warner Robins (Peach County):** A new $120 million facility, which officially opened in December 2025, is designed to produce corrugated boxes using 100% recycled containerboard, primarily sourced from the Conyers mill.

Broader Operations

Pratt Recycling, the division responsible for sourcing these materials, recovers more than **3 million tons** of paper and other recyclables annually across its entire network. Much of this material is used to feed the company's 100% recycled paper mills, including the anchor mill in Conyers, Georgia.

PRATT INDUSTRIES

Based on available violation records for Pratt Industries (parent company) and its subsidiaries, there are no significant, recent, or widely reported environmental disposal violations in Georgia within the last five years. Pratt Recycling, Inc. has faced scrutiny regarding the processing of contaminated recycling, rather than unlawful disposal violations.

- **Audit Findings:** A 2023 review in DeKalb County raised questions about the amount of materials being recycled by the contractor, noting high contamination rates.
- **Safety Focus:** The company has reported, rather than faced violations for, the challenges of managing lithium-ion battery contamination in their recycling stream.
- **History:** Historical records indicate federal/state penalties for entities under the Pratt Industries parent company occurred more than five years ago (e.g., 2013).

Information indicates the company is actively operating under state solid waste management guidelines.

Rear-Load/Back Door Service: GFL will collect from designated rear or side locations for approved customers. GFL will coordinate with the City for approved back door service accounts and it must comply with ADA considerations where applicable. The local GFL drivers shall provide back door pick-up to elderly or disabled residents, as designated by the City, who are physically unable to place carts at curbside on pick-up day. In no case will the quantity of persons receiving back door pick-up exceed three (3%) percent of the total residential premises. GFL will provide back door residential solid waste collection service at no additional charge for those residents not physically able to take carts to curbside, provided however, that such exemptions will be granted only if there is no other occupant of the residential premises physically capable of placing the cart at curbside and the resident provides an affidavit from a physician certifying the physical disability. In no event will back door service be provided at a distance of more than one hundred and fifty (150) feet from the public roadway. In the event where back door service is provided pursuant to this section, the occupant shall use the cart for storage of residential solid waste but must place the residential solid waste in bags, designed to accommodate storage of waste, each bag not to exceed thirty (30) pounds in weight. GFL's employees servicing backdoor collection will be required to follow regular walk patterns for pedestrians while on private property. Employees will take care not to damage property, shrubs, and other plantings. Employees will not be required to expose themselves to danger by vicious animals in order to accomplish collection.

Yard Waste/Bulk Waste Services: GFL will dispose of all yard and bulk waste at the following locations: 5225 Welcome All Rd. College Park, GA and 252 First Manassas Mile, Fayetteville, GA 30215. These locations are named: Welcome All Transfer Station and South Side Transfer Station. These locations are owned and operated by our local GFL team members. Please contact Scott Johnson for any questions or concerns: 770-719-1590. Extra bags are considered to be bulk pick up. Up to 3 bulk items can be picked up per service. Residents are required to request this service a day in advance. The local GFL team in Stockbridge will collect bulk items including furniture, appliances (non-hazardous), and yard debris as specified by the City and will be serviced bi-weekly or as per needed on-call. Any special collection events upon City request will be handled and serviced by GFL. 1. Leaves and grass clippings must be placed in kraft bags and placed at the curb no later than 6:00 A.M. on the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic. Up to ten (10) bags will be removed weekly on the normal collection day. Each bag shall weigh no more than fifty (50) pounds. Collection crews will only be required to pick up from one location and will not be required to move their truck multiple times at the same residence to pick up yard waste. Multiple week pickups can be scheduled in the event the number of bags exceed ten (10) or the resident can request to have them collected in one pick up and must call to schedule a Special Pick Up and will be accessed a Special Pickup Fee. In the event of yard waste set out that does not meet the specifications above; GFL will leave a clearly explanatory printed or written notice for the customer and notify the City within eight (8) working hours. Residents will be required to call in their requests for yard waste (twigs, limbs, and branches) pickup no less than twenty-four (24) hours before the scheduled day of service. Residents will also be required to call in their requests for bulk waste pickup no less than twenty-four (24) hours before the scheduled day of service. Bulk items are described as any item that is too large to fit into the 95-gallon cart. This may include furniture, mattresses, appliances, etc. No more than three (3) items will be removed during each weekly service at no additional charge.

As your local solid waste management experts, GFL offers convenient, scheduled, full-service home collection options for customers requiring disposal of large bulky items. If you've got a fridge that's no longer cooling or a washer that's all washed out, chances are you'll want to replace them. When that time comes, rather than lugging cumbersome old units down to your local disposal depot, give GFL a call

and we'll take your items away. All you need to do is set no more than 2 bulk items out by the curb on the same day as your yard waste pickup day (every other week) and we will remove the items. As your local solid waste management experts, GFL offers convenient, scheduled, full-service home collection options for customers requiring disposal of large or bulky items. If you've got a fridge that's no longer cooling or a washer that's all washed out, chances are you'll want to replace them. When that time comes, rather than lugging cumbersome old units down to your local disposal depot, give GFL a call and we'll take your items away. Whether it's a broken water heater, a used dryer, or an old mattress, we'll handle your used white goods and bulky items safely and with care. All you need to do is contact your local GFL branch and we'll schedule a convenient time for one of our trained professionals to collect your goods from your home.

Accepted Items:

The following items are generally accepted for bulk pickup. Please note: these items vary by location, and you should call your local branch to confirm it's accepted.

Excess household trash

Cardboard (please break down flat and remove packing material)

Mattresses

Box Springs

Bicycles

Toys

Car seats

Grills (no Propane tanks or hot ashes)

Televisions

White goods

Furniture fixtures (no fluorescent lights)

Sofas

Chairs

Tables

Unaccepted Items:

The following items are generally not accepted for bulk pickup. Please note: these items vary by location, and you should call your local branch to confirm it's not accepted.

Items containing fuels such as Lawn mowers, propane tanks

Household chemicals

Pool chemicals

Oil, anti-freeze, automotive filters

Batteries, small or large

Cooking oils

Paint

Next time you need disposal of your old household items, keep GFL in mind. We can take care of them for you with one simple call.

City owned facilities to receive free service: GFL will provide free services with (9) FL dumpsters emptied weekly and 2 times per week, (1) 20 Yd Open Top Roll off on call approx 1 per month. GFL will also provide solid waste and recyclable collection services or City-sponsored special events (up to five (5) events per fiscal year, but an event may run for multiple days), at no additional cost to the City. These collections will be considered incidental to the contract. GFL will provide dumpsters and/or carts two (2) days before the events at locations designated by the City. The GFL team will provide up to two (2) community clean up events (Spring and Fall). The contractor will provide equipment and labor. Prior to the event GFL will work with the City to develop a process and schedule fully detailing a work plan.

GFI understands and is willing to provide solid waste and recyclable collection services to all City owned facilities at no additional cost to the City. Said containers will be emptied once per week on the same schedule set forth above. Any new facilities constructed or purchased during the duration of the contract shall be provided the same service. Current locations include:

1. City Hall 4640 North Henry Blvd

2. Municipal Court 4602 North Henry Blvd

3. Merle Manders Conference Center 111 Davis Road

4. Police Department 4545 North Henry Blvd

5. Mainstreet Office 130 MLK Sr. Heritage Trail

6. Amphitheater 4650 North Henry Blvd

7. Public Works Administrative Building 321 Taylor Drive

8. Public Works Maintenance Facility 351 Taylor Drive

Disposal: All materials will be transported by GFL to a properly permitted disposal site. The address of the facility is: 5225 Welcome All Rd. College Park, GA and 252 First Manassas Mile, Fayetteville, GA 30215. These locations are named: Welcome All Transfer Station and South Side Transfer Station. These locations

are owned and operated by our local GFL team members. GFL acknowledges and will comply with all Georgia EPD and applicable regulations.

(B). Financial Stability and Strength

Below are two links detailing our Financials. We are a publicly held company and as such all financials may be viewed.

https://d18rn0p25nwr6d.cloudfront.net/CIK-0001780232/bde43bf3-1521-406f-87d9-43ca23885928.pdf

We have disclosures in our latest quarterly financial statements, available from our website or the SEC.

https://gfl2019ipo.q4web.com/English/financials/sec-filings/default.aspx

Audited Report

Annual and Transition Report (foreign private issuer)

- PDF Format Download (opens in new window)

https://d18rn0p25nwr6d.cloudfront.net/CIK-0001780232/f645562e-1929-4993-b001-c755128a87ff.pdf

- Excel Format Download (opens in new window)

https://d18rn0p25nwr6d.cloudfront.net/CIK-0001780232/4b93e45f-4a3d-45de-b5c4-c3bd83c887b9.xls

- XBRL Format Download (opens in new window)

https://d18rn0p25nwr6d.cloudfront.net/CIK-0001780232/ef12609c-ef70-47a1-8a5c-60bf9836fc4b.zip

- XBRL Format Download (opens in new window)

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CITY OF STOCKBRIDGE
4640 North Henry Blvd
Stockbridge, GA 30281
770.389.7900
www.stockbridgega.org

Stockbridge

Where Community Connects

OCCUPATIONAL TAX CERTIFICATE

Business Name: Waste Industries Atlanta LLC
DBA: GFL Environmental

Business Location: 1280 RUM CREEK PKWY
STOCKBRIDGE, Georgia 30281

Owner:

License Number: OTC-0441-2019

Issued Date: 01/01/2026

Expiration Date: 12/31/2026

Business Type(s): 562111 Solid Waste Collection
562111 Solid Waste Collection

Mailing Address: 1000 Social Street, Ste 1100
Raleigh, North Carolina 27609

License Type: Occupational Tax Certificate

Classification: Commercial

Uneeda Smith-Sellers

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

Credit Information for Waste Industries USA, LLC & Affiliates dba GFL Environmental

Nature of Business:	Waste Collection and Disposal
Type of Ownership:	Corporation
Date of incorporation:	December 31, 1970
Federal ID Number*:	56-0954929
Dun & Bradstreet Number:	01-635-6896
Officers:	Patrick Dovigi, President and CEO Luke Pelosi, CFO Greg Yorston, COO Mindy Gilbert, Executive VP and Secretary
Bank Reference:	Bank of America Merrill Lynch 600 Peachtree Street, NE, 3rd Floor Atlanta, GA 30308 Attn: Andrea Pinder-Jack www.bankvod.com
Address:	3301 Benson Drive, Suite 601 Raleigh, NC 27609 Phone: 919-325-3000 Fax: 919-325-4040

Credit References:

Marathon Equipment Company
PO Box 2244
Birmingham, AL 35201
Fax: 205-695-7250
All credit references are fax ONLY

Rehrig
4010 East 26th Street
Los Angeles, CA 90058
Phone: 323-262-5145
Fax: 323-269-8506
DSokolowski@Rehrig.com

Lewis Steel Works
PO Box 338
Wrens, GA 30833
Phone: 706-547-6561
706-547-3020
ben@lewissteelworks.com

Mansfield Oil Company
1025 Airport Parkway SW
Gainesville, GA 30501
Phone: 678-450-2000 Fax:
Fax: 770-532-6266
RCampos@mansfieldoil.com

Business Litigation: No legal action has ever been taken against Waste Industries of Atlanta LLC dba GFL Environmental relative to the performance or compliance of any government contract involving the collection of solid waste, recyclables, yard trimmings or bulk waste including the operation of any processing facility. In addition, no instance of collusion or any other state or federal anti-trust violation has ever been charged against Waste Industries of Atlanta LLC dba GFL Environmental.

Executive Officers and Directors

The following table lists our executive officers and directors, their respective ages (as of the date of this prospectus), their positions and a brief account of the business experience of each of them. The business address for our executive officers and directors is: 100 New Park Place, Suite 500, Vaughan, ON, L4K 0H9.

Patrick Dovigi

Mr. Dovigi is the Founder, President and CEO and Chairman of the Board of Directors of GFL. In 2007, Mr. Dovigi had a vision to create a company that is a "one-stop shop" provider of environmental solutions. Since then, drawing on the discipline he learned in his earlier hockey career, Mr. Dovigi has driven GFL to become the 4th largest environmental services company in North America. Mr. Dovigi has instilled an entrepreneurial culture in GFL's leadership team with a focus on operational excellence, sustainability, and safety as core values. In 2017, he was recognized by Waste360 with a Top 40 under 40 award and in the EY Entrepreneur of the Year Ontario Awards, as Entrepreneur of the Year in the Power &. Utilities Sector. Mr. Dovigi currently serves on the board of directors of Environmental Research &. Education Foundation (EREF) and of the Toronto General&. Western Hospital Foundation.

Luke Pelosi

Mr. Pelosi joined GFL as Director, Mergers &. Acquisitions in January 2015 and became Executive Vice President, Corporate Development in October 2016. In addition, Mr. Pelosi was appointed interim Chief Financial Officer in January 2017. Mr. Pelosi held the role of Executive Vice President and Chief Operating Officer until October 10, 2018, during which time Mr. Pelosi worked with Mr. Dovigi on the development and execution of our acquisition strategy. Effective October 10, 2018, Mr. Pelosi was appointed our Executive Vice President and Chief Financial Officer. Mr. Pelosi has 16 years of financial management experience with a focus on financial analysis, mergers and acquisitions and general corporate finance. Prior to joining GFL, Mr. Pelosi was a Director in the M&A Advisory group of KPMG LLP where he provided due diligence services to Canadian private equity market investors. Prior to that, Mr. Pelosi worked in KPMG's Complex Accounting group. Mr. Pelosi is a Chartered Professional Accountant and holds a bachelor's degree in commerce from Concordia University.

Greg Yorston

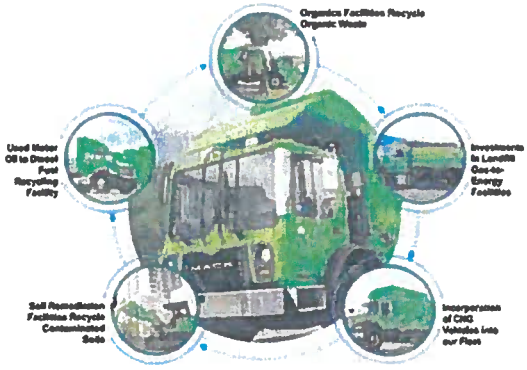
Mr. Yorston joined GFL on November 14, 2018, as Executive Vice-President and Chief Operating Officer, Solid Waste. From 2013 to 2018, Mr. Yorston was Senior Vice President of Operations of Waste Industries and assumed the roles of Chief Operating Officer on January 1, 2014, and President in early 2015. Mr. Yorston has over 30 years of experience working directly within the waste industry. Mr. Yorston worked for 26 years with Waste Management, where he was the Corporate Vice President for Operations and Business Solutions prior to joining Waste Industries. During his tenure at Waste Management, he held various

management positions, including 12 years as an Area Vice President with responsibility for collection, recycling, and landfill disposal services in the southeastern United States.

Mindy Gilbert

Ms. Gilbert joined GFL as Executive Vice President and General Counsel in October 2018. Prior to joining GFL, Ms. Gilbert was a partner at a major Canadian law firm for over 16 years. During her time in private practice, Ms. Gilbert specialized in the areas of mergers and acquisitions, securities, and corporate law, providing advice to clients in various industries. Ms. Gilbert has served as a member of the Securities Advisory Committee of the Ontario Securities Commission and the Listing Advisory Committee of the Toronto Stock Exchange. She holds an LL. B from Osgoode Hall Law School and was called to the Ontario bar in January 1999.

(C). Garbage Collection Experience



GFL is committed to providing sustainable solutions to the City of Stockbridge.

- Enhances value for the city and community.
- A robust environmental management system tracks regulatory compliance and various performance measures.
- Well positioned to adapt to environmental regulatory changes given GFL's scale and sophistication.
- Committed to identifying and implementing sustainable environmental solutions.

While it's easy for us to recognize our successes it's always rewarding and uplifting when others see the value and quality in what we do. And in 2007 Waste Industries was recognized by Forbes magazine as one of the 200 Best Small Companies in America. Our successful track records that cover nearly 4 decades remind us that great companies consistently outperform those around them because in good and not-so-good times they are always reaching higher!

There are many reasons why we achieved this honor, but the main reason is because our employees are happy. We're excited and enthusiastic about "what" we do and we're grateful for "who" we do it for. We foster a team environment that is serious about meeting the needs of our customers. Waste Industries has one of the lowest defection rates in the business because our employees are genuinely committed to getting things done. Our Mission Statement and Business Principles can be found at every branch, in every office, and in the minds, hearts, and pockets of our employees. Many of our managers carry them in their wallets.

Through our system of curbside collection programs, network of transfer stations, long-haul waste transportation systems, specialized landfills, commercial and industrial roll-off services, we have been successful in providing Governmental participants and industry with long-term, environmentally sound alternatives to solid waste management. GFL Environmental Inc. is the leading North American provider of diversified environmental solutions, and the only major diversified environmental services

company in North America offering services in solid waste management, liquid waste management and infrastructure development. Recognized by our signature fleet of well-maintained, bright green trucks, we offer a robust, consolidated, and sophisticated approach to meeting our customers' environmental service requirements.

Through GFL's strategically located network of facilities across the State of Georgia we have capabilities that can be mobilized to service our customers wherever they are. Especially those who reside in Stockbridge. We believe that by providing accessible, cost-effective environmental solutions we will encourage greater environmental responsibility and allow our customers and the communities we serve to be GREEN FOR LIFE.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

GFL Environmental is an equal employment opportunity employer. As such, the Company offers equal employment opportunities without regard to race, color, religion, creed, sex (including pregnancy), age, marital status, sexual orientation, national origin, genetic information, or any other characteristic protected by applicable discrimination laws. Furthermore, no employee of the Company may discriminate against any applicant or fellow employee based on a disability or veteran/military status. The principles of equal employment opportunity apply to all terms, conditions, and privileges of employment, including but not limited to hiring, job placement, training, compensation, discipline, advancement, and termination.

GFL Environmental does not authorize or condone unlawful discrimination or harassment. Employees who believe they are being or have been unlawfully discriminated against or harassed by a fellow employee, a customer, or a vendor should immediately report the incident to the Human Resources Manager. If unlawful discrimination or harassment is found to have occurred, appropriate disciplinary action will be taken, up to and including termination.

Invitation to Self-Identify

The Affirmative Action Program of GFL Environmental sets forth our nondiscrimination policy and outlines the steps we follow to implement the policy. If you are an individual with a disability, protected veteran, or if you wish to self-identify by gender or race/ethnicity, please advise us. Employees may contact the Human Resources Director and Affirmative Action Administrator on 919-325-3000 now or at any time in the future. Submitting this information is voluntary and refusal to provide it will not subject you to any adverse treatment, including but not limited to discharge or disciplinary treatment. The information you supply will be kept confidential except as necessary to comply with the law.

Individuals with Disabilities

The Company will not discriminate against qualified individuals with disabilities in any aspect of employment, including job application procedures, hiring, advancement, job assignments, leave of absence, transfers, layoffs, demotions, promotions, discipline, discharge, compensation, fringe benefits and job training. Employment opportunities will not be denied to an otherwise qualified applicant or employee because of the need to provide reasonable accommodation as required by law regarding the physical or mental impairment(s) of such an individual.

As defined by the Americans with Disabilities Act ("ADA"), as amended, qualified individuals with disabilities are those persons with a physical or mental impairment substantially limiting one or more major life activities, a record of such impairment, or who are regarded as having such impairment, who nevertheless meet the legitimate skill, experience, and educational requirements of the job and are able to perform the essential functions of the job with or without reasonable accommodation, as applicable and defined by law. For purposes of this policy, qualified individuals with a disability shall not include any employee or applicant who is currently engaging in alcohol abuse that adversely affects his or her job performance or who is currently engaging in the illegal use of drugs.

The Company will provide reasonable accommodation to any employee with a known disability who is otherwise qualified to perform the essential functions of his or her job. In determining the Company's ability to offer reasonable accommodation to an otherwise qualified applicant or employee with a disability, each request for accommodation will be evaluated on a case-by-case basis.

The Company may require documentation, including medical records, to establish that the individual has a "disability" within the meaning of the ADA. The Company may also require the individual to identify with precision what his or her abilities and limitations are for purposes of planning and providing any requested reasonable accommodation.

The Company prohibits retaliation against any employee for requesting reasonable accommodation. Employees with questions about medical conditions or impairments are encouraged to contact their Human Resources Manager.

Policy Prohibiting Unlawful Harassment and Discrimination

The Company will not tolerate any unlawful discrimination or harassment of employees. Types of unlawful discrimination and harassment covered by this Policy include harassment of, or discrimination against an individual because of that person's sex, race, religion, color, national origin, age, sexual orientation, disability, veteran status, genetic information, or any other characteristic protected by law. Any employee who engages in any form of unlawful discrimination or harassment will be disciplined. Discipline may include, but is not limited to, oral or written warning, transfer, demotion, suspension, or discharge. The Company also forbids retaliation of any type against an employee for reporting unlawful harassment or discrimination.

The Company strictly prohibits sexual harassment in any form. The definition of sexual harassment is as follows:

Unwelcome sexual advances, requests for sexual favors and other verbal, graphic or physical conduct of a sexual nature, when (]) submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or (3) such conduct has a purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

If an employee feels that he or she has been unlawfully harassed or discriminated against at work, or if an employee feels that a fellow employee is being unlawfully harassed or discriminated against, the Company encourages the employee to immediately notify his or her supervisor or Human Resources Manager. If possible, such notice should be in writing (signed and dated), stating the date, place, time, nature of the harassment, and the name(s) and position(s) of the offending party and any witnesses to the alleged harassment. If an employee feels that his or her supervisor is involved in the harassment or discrimination in any way, or the employee believes for some other reason that his or her supervisor cannot be approached, then the following people, in this order, should be notified: General/Facility Manager, Human Resources Manager, or Region Manager. Any supervisor or other individual receiving a report of alleged harassment or discrimination must in turn report the complaint to one of the people listed above.

This policy also applies to any person with whom an employee comes into contact while performing his or her duties, such as contractors, vendors, and/or suppliers. Employees should immediately inform their supervisors, General/Facility Manager or Human Resources Manager if they believe that they have been unlawfully discriminated against or unlawfully harassed while on duty by a contractor, vendor, supplier, or the like.

The Company encourages reports of any acts of alleged unlawful harassment or discrimination when they happen. All reports of unlawful discrimination and harassment will be investigated promptly. Supervisors who fail to uphold this policy or who fail to escalate complaints of conduct or allegations of the type which are prohibited by this policy will be subject to discipline up to and including discharge. In all cases, the employee who reports unlawful harassment or discrimination will be advised of the outcome of the investigation. To the greatest extent possible, the Company will attempt to maintain confidentiality of any harassment or discrimination investigation. The disclosure of any information relating to a charge of unlawful harassment or discrimination will be made only on a need-to-know basis. The Company requires all employees to fully comply with this policy.

(D). Overview of Services

GFL will provide collection, transportation and proper disposal of solid waste & recycling for approximately 11000 accounts within the city limits. Recycling Optional for Residents. Bulk Waste - Up to 3 items per week. Yard waste - bagged up to 10 bags per week, no more than 50 lbs each; Call in required for unbagged, contained twigs/limbs. GFL will submit detailed reports based on a request from Stockbridge for performance measures. Trash and recycling collection will be provided the day after the holiday unless the holiday is on Saturday or Sunday if your regular day falls on the holiday. If Christmas is on Monday, the services will run a day behind all week. Holidays refers to any of the following: New Year's Day, Martin Luther King, Jr. Birthday, Juneteenth, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and other holidays mutually agreed to by the City and GFL and so specified in the proposed contract. In no instance will there be more than one holiday during a collection week. When the scheduled collection day falls on a holiday, collection for that day will be collected one day later. GFL will publish the yearly calendar including alternate collection days and must be published on GFL's website; also written documentation regarding the holiday schedule shall be submitted to the

City. GFL utilizes CNG trucks to demonstrate a commitment to reducing air pollution from collection vehicles.

GFL will have to comply with the GA Rules for Solid Waste Management pertaining to the collection and disposal of MSW, bulk, and yard waste. City residents are billed for sanitation on their property taxes. Any specialty fees will be billed by the vendor directly to the residents.

GFL's Inclusion and Exempt Waste List:

Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.

"Unacceptable Solid Waste" means:

any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility; explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

a) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to be passed to CONTRACTOR at any time.

(E). Collection Service

GFL currently and will provide equipment that will accommodate Stockbridge's public streets, alleyways and gated communities. We also use automatic lifters to prevent injuries and to minimize wind-blown litter. Special collections shall be made using appropriate equipment. GFL shall, if necessary, hand-clean all spillage resulting from its collection activities. GFL provides a team of environmental experts who ensure, through a routine process of audits, inspections, and training, that our pristine environmental record continues to be untarnished. Our comprehensive program includes vehicles and equipment, operations facilities, transfer stations and landfills. It also provides

strict guidelines and instructions for the consideration and use of all subcontractors and their facilities. All garbage collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. GFL will work closely with the county to reduce the amount of waste disposed of in local and regional landfills through GFL's marketed recycling program. All moving equipment either owned or operated by GFL is maintained through a routine scheduled maintenance program that includes safety checks and washing. Procedures include daily, weekly, monthly, quarterly, and annual inspections of specific mechanisms, systems, and aesthetic features. GFL will support the county regarding street and road life by minimizing heavy truck traffic throughout the day. GFL will always retain sufficient personnel and equipment to fulfill the requirements and specifications for the services described in this RFP. GFL will provide a Route Supervisor to oversee the sanitation route drivers servicing the City. The Route Supervisor shall be available to address customer complaints each day. The local GFL team shall be on duty Monday through Friday from 8:00 A.M. to 5:00 P.M. a dispatch customer service representative to receive customer calls and route issues. GFL shall provide a twenty-four (24) hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

(F). Equipment and Route Description

GFK understands that the City requires all solid waste collection to begin no sooner than 6:00 A.M. and shall be completed by 6:00 P.M., except by express authorization of the City. The City requires scheduled collection days to be Monday through Friday. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pickups and holiday weeks as previously described. The local GFL team may request City authorization for exceptions to these time restrictions. GFL must request such an exception from the City via telephone or e-mail, prior to requested collection event and specify the date, time, and reason for the exception. For purposes of this RFP, the City intends to retain the existing garbage, recycling, yard waste and bulk waste collection days and routes. However, the City may evaluate further routing efficiencies, including analysis of changing collection days and/or service areas, at any time in the future. GFL will create and distribute all service days to residents by residential letter and electronically. GFL's system allows you to look up your service days online and can connect you to a local GFL representative who can answer any questions the resident or staff member might have. GFL is currency-using and will continue to utilize routing software to create a routed service strategy that limits truck traffic through the community while maximizing productivity to minimize fuel consumption and the City's carbon footprint. Prior to service implementation, GFL will submit service route maps that are color-coded by zone for final route approval. Route maps shall be delivered in an electronic format that enables the City to display on its website. Existing routing will be provided upon contract approval.

GFL is currently using the following trucks for servicing: 728131, 836133, 836140, 728132, 726101, 713007. This includes all trash, recycling and boom trucks. These trucks are CNG and do not require diesel. 6 vehicles will be dedicated to the City of Stockbridge.

DRIVERS - All GFL drivers will possess a Commercial Driver's License as required by the RFP and our local, state, and federal law in the Class required for the vehicle that they operate. Any new certifications required by changes in law will be acquired within the allowable legal time frame.

VEHICLES - Every vehicle operated by GFL during the performance of the services will meet all local, state, and federal regulations and will satisfy the standards as set forth in the RFP.

Compliance Reporting: Ad Hoc Reports can be submitted to the County upon request, and the reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection service (refuse, recycling, and yard trimmings).

1. Complaints/Resolution summary.
2. Daily route sheet with attached disposal site weight ticket.
3. Recycling participation.
4. Route operational data form.
5. Vehicle identification number.
6. Daily staffing summary (including substitutions).
7. Landfill tickets.
8. Disposed tonnage of refuse and recyclables, itemized on a per-day basis.

Monthly Reports:

1. A cover letter that abstracts the report and highlights major accomplishments, problems trends and other pertinent information for the associated month.
2. Complaints/resolution summary for the associated month.

5. Tonnage summary for the associated month.

Annual Report: The obligation to submit an annual report shall survive the termination or expiration of the contract. The annual report should be submitted to the County no later than thirty (30) days following every twelve (12) month period of the contract and should include a compilation of the monthly reports for the associated year.

<u>GFL's Logistic Team- Routing Support</u>

The following bullet points outline our strategy for providing safe and efficient routes.

- Right side of street routing algorithm
- Left hand turn penalties.
- U Turn penalties
- DOT Hour Compliance modeling
- DOT Payload Modeling
- Time zones (traffic around schools)

- Municipal Border Compliance
- Disposal Optimization (tons, time, and cost)
- Traffic Modeling

(G). Cart Management and Administration

The local GFL team will deliver your trash container promptly to your residence. Then you can simply follow our container placement guidelines for curbside pickup to ensure your service occurs properly and safely. GFL maintains all cart replacement and warranty work with a specific cart manufacturer or supplier should be provided. During servicing carts that are blocked by parked cars or placed too close to other carts or waste items, and other challenges GFL will contact the City and make note of the specific residence. If we are unable to reach a point of contact, GFL will place on schedule for the next day to ensure residents are serviced in a timely manner.

(H). Customer Service

While it's easy for us to recognize our successes it's always rewarding and uplifting when others see the value and quality in what we do. Waste Industries was recognized by Forbes magazine as one of the 200 Best Small Companies in America. Our successful track records that cover nearly 4 decades remind us that great companies consistently outperform those around them because in good and not-so-good times they are always reaching higher!

There are many reasons why we achieved this honor, but the main reason is because our employees are happy. We're excited and enthusiastic about "what" we do and we're grateful for "who" we do it for. We foster a team environment that is serious about meeting the needs of our customers. Waste Industries has one of the lowest defection rates in the business because our employees are genuinely committed to getting things done. Our Mission Statement and Business Principles can be found at every branch, in every office, and in the minds, hearts, and pockets of our employees. Many of our managers carry them in their wallets. GFL will create a custom phone number specifically for the City of Stockbridge and you will have a dedicated Contract Representative who is named Luke Ewing. He can be contacted at: 678-725-3915 or lewing@gflenv.com. For all service related issues, Scott Johnson will be the point of contact. He can be reached at 770-318-9790. GFL is currently delivering reliable, safe, and cost-effective sanitation services while maintaining high standards of customer service and regulatory compliance to all of its contracts here in Georgia. GFL will be on duty Monday through Friday from 8:00 A.M. to 5:00 P.M. a dispatch customer service representative to receive customer calls and route issues. The local GFL team shall provide a twenty-four (24) hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

Missed Pickups:

The local GFL team will respond and handle all missed pickups within 24 hours. Any verified missed collections shall be completed no later than the next business day. GFL takes pride in providing the best value in customer service in the industry. Our motto is going the "extra green mile" in service to all our customers. We truly believe in being a citizen wherever we serve. GFL consolidates collection days to minimize the number of days materials are set out so that litter can be minimized as much as possible. If a County or Agency chooses to direct all customer service calls to GFL, our customer service representatives will field the calls. All customer requests will be handled and recorded by our customer

service department through our Tower software. The Call Center operates 8:00 a.m. to 5:00 p.m. Customers can leave a message. Customers can request additional carts and services over the phone. We can handle Spanish-speaking requests through Google Translation Software. We feel it is a realistic goal to resolve all complaints within 48 hours of being notified. In the event an entire neighborhood is missing, we do have the capability to work on Saturdays, so the customer does not have to wait until the next service week. In the case of inclement weather events, we have the following ways of communicating: Phone Blasts, Email for posting on the County Website. Our company currently uses the latest version of TOWER waste management software. TOWER is considered the industry leader in comprehensive billing and services software. When a customer complaint or request is received either from the customer or from the County, the following occurs.

GFL agrees to pick up all missed collections on the same day the Contractor receives notice of a missed collection, provided notice is received by GFL before 11:00 A.M. and GFL further agrees to pick up the missed collection before 6:00 P.M. on the following business day if the notice is received after 11:00 A.M. GFL is willing and able to substantiate via written records or photos that the household did not have their cart out at the time the collection vehicle serviced the household, GFL may inform the household of this fact and provide the household the option to pay a late set out fee to return or hold the solid waste until the next scheduled collection day.

How do we do it? It begins and ends with our people! From the hiring to the ongoing training and high expectations of our employees, everyone at GFL is challenged to be the best they can be. Before employment is offered, all our applicants are drug screened and interviewed to determine if pride in job performance is their strong point. Once hired, our employees are fully trained in performing their responsibilities in a professional and safe manner. This applies to the customer service representatives in our office as well as the customer service representatives on the trucks (our drivers are referred to as customer service representatives). We even provide our drivers with business cards to provide professional interaction with the customers on his or her route. Our route supervisors also provide constant interaction with citizens in the service area.

We "inspect what we expect" to ensure customers are satisfied daily. We use a 10-2-4 route check system to monitor how our routes are performing. In addition, our drivers are required to call in to the office once their routes are complete to determine if any missed pick-ups have occurred to go back before leaving the route for the day. We consider any calls from a citizen regarding a missed pick-up as a missed pick-up! The driver's routes are monitored daily and posted for missed pick-ups and production. Our goal, of course, is "O" and many of our drivers achieve that goal every day. We will continue in the future.

To retain an unhappy customer, we follow the following playbook:
The nature of the call is determined, and the customer is located by name or address in our system. Next, the information regarding the call is entered into the customer note section for historical data e.g., missed pick-ups, damaged containers, etc. The responsible driver is notified by radio to correct the problem BEFORE he comes in. If a container needs to be delivered or replaced, the container delivery driver is then notified to perform the service. The note will remain open in the customer data file until the issue is resolved by the end of the same day. A supervisor reviews all open notes BEFORE the end of the day to ensure the issue has been resolved by day's end. Historical data also aids us in tracking repeat complaints and resolving the issue before it becomes unmanageable. Missed pick-ups

will be addressed within 24 hours. Call to check back in with the customer to ensure service request is completed and recorded.

If the City chooses to direct all customer service calls to GFL, our customer service representatives will field the calls. All customer requests will be handled and recorded by our customer service department through our Tower software. Our company currently uses the latest version of TOWER waste management software. TOWER is considered the industry leader in comprehensive billing and services software. When a customer complaint or request is received either from the customer or from the City, the following occurs.

1. The nature of the call is determined, and the customer is located by name or address in our system.
2. The information regarding the call is entered in the customer note section for historical data e.g., missed pick-ups, damaged containers, etc.
3. The responsible driver is notified by radio to correct the problem BEFORE he comes in. If a container needs to be delivered or replaced, the container delivery driver is then notified to perform the service.
4. The note will remain open in the customer data file until the issue is resolved by the end of the same day.
5. A supervisor reviews all open notes BEFORE the end of the day to ensure the issue has been resolved by days end.
6. Historical data also aids us in the tracking of repeat complaints and resolving the issue before it becomes unmanageable.
7. Missed pick-ups will be addressed within 24 hours.

(I). Public Education Plan

The local GFL team will provide public education information that can be distributed to all residents in physical or electronic form. This information will show collection days, what to dispose of/not, and a direct line of communication to our team to ensure all residents are taken care of in a timely manner and within 24 hours if there is a missed pickup. Our plan is comprehensive and easy to digest for all residents and staff members. Educating the residents and connecting them with their service provider is crucial to continued success.

(J). Management Plan

As part of the GFL Environmental commitment to excellence, I want to assure you that the transition to the new residential contract with the City of Stockbridge will be executed seamlessly. Our comprehensive approach ensures that all services required by Stockbridge are efficiently performed by GFL. We have implemented a robust reporting process that systematically communicates clear expectations and daily requirements to our operational personnel. This ensures that our team is well-informed and equipped to meet the specific needs of Stockbridge. Moreover, supervisory personnel have complete visibility into daily performance, allowing for effective oversight. In our commitment to navigating the dynamic nature of our operational environment, we maintain a proactive stance by regularly updating our checks and procedures. This adaptability is pivotal in allowing us to effectively respond to various challenges arising from factors such as seasonality, population changes, weather fluctuations, and any other issues, be they acute or chronic, that could potentially impact the seamless delivery of our services. As a further

measure to uphold our commitment to excellence, our supervisors are mandated to conduct daily inspections of all routes. This dual-purpose initiative not only ensures that our drivers consistently meet performance expectations but also provides an invaluable opportunity to engage with our customers, addressing any issues or concerns they may have. This customer-centric approach is integral to maintaining the highest level of service satisfaction. Additionally, our innovative 10-2-4 program plays a crucial role in enhancing operational efficiency. This program allows us to monitor the real-time movement of our trucks, enabling us to strategically mobilize equipment throughout the day. This strategic deployment ensures timely assistance to routes that may require additional support, facilitating the prompt and efficient collection of our customers' garbage. Each Driver is assigned to a Lead Driver, who communicates daily results directly to the Operations Supervisor. This immediate feedback loop allows us to address customer needs within 24 hours of any reported issue. The Operations Supervisor, in turn, reports to the General Manager on a weekly basis. This report encompasses issues addressed during the week and highlights any emerging trends within specific route systems. In cases requiring immediate action, both the Lead Driver and Operations Supervisor have the authority to address issues without requiring input from the General Manager. This streamlined approach ensures agility in resolving operational challenges. The General Manager reports to the Regional Vice President monthly, providing comprehensive insights into ongoing operations. To further enhance visibility and efficiency, a Quarterly Operational Review is conducted with key stakeholders, including the CEO, COO, CFO, Area Vice President, Division Manager, and the General Manager. This collaborative forum supports our collective efforts to maintain transparency and operational excellence across all levels of our management team. GFL takes pride in providing the best value in customer service in the industry. Our motto is going the "extra green mile" in service to all of our customers. We truly believe in being a citizen wherever we serve. We "inspect what we expect" to ensure customers are satisfied daily. Our check system monitors how our routes are performing. In addition, our drivers are required to call in to the office once their routes are complete to determine if any missed pick-ups have occurred to go back before leaving the route for the day. We consider any calls from a citizen regarding a missed pick-up as a missed pick-up! The driver's routes are monitored daily and posted for missed pick-ups and production. Our goal, of course, is "O" and many of our drivers achieve that goal every day. We will continue in the future. All moving equipment either owned or operated by GFL is maintained through a routine scheduled maintenance program that includes safety checks and washing. Procedures include daily, weekly, monthly, quarterly, and annual inspections of specific mechanisms, systems, and aesthetic features.

When any direct or indirect damage or injury is done to public property by or on account of any act, omission, negligence, or misconduct in the execution of the work, GFL and its local team shall either restore at his own expense such property to a condition similar, or equal to that existing before such damage or injury occurred.

(K) Clean-up Event Plan

As your current and potential future partner, GFL will sponsor and support up to 5 events per year as well as offer community clean up days. We pride ourselves in superior service and community sustainability. GFL's vehicles are in good operating condition, properly licensed, compliant with all applicable state and federal regulations, and capable of performing the required services in a reliable and efficient manner. All equipment used in service delivery shall be maintained in a clean and professional condition and operated in a manner that promotes safety, efficiency, and minimal disruption to residents. All equipment used in service delivery shall be maintained in a clean and professional condition and operated in a manner that promotes safety, efficiency, and minimal disruption to residents. Community

clean up events may include up to two (2) Council Initiative Clean-up Events for large item drop-off. Community Clean-up Events will include no more than two (2) 30YD Rolloff containers and an attendant for up to 6 hours per event.

(L). Safety Plan Required

GFL's Emergency Plan: In case of inclement weather events, we have the following ways of communicating: Phone Blasts, Email for posting on the County Website. Our company currently uses the latest version of TOWER waste management software. TOWER is considered the industry leader in comprehensive billing and services software. GFL may postpone trash collection due to severe weather at the sole discretion of the Contractor. "Severe Weather" shall include, but shall not be limited to, those cases in which snow, sleet, ice, or cold temperatures might jeopardize the safety of GFL's staff or result in unsafe driving conditions. If collections are postponed, the GFL will then notify the City via telephone or email. Upon postponement, collection will be made on a day agreed upon between GFL and the City.

All trucks are equipped with Drive Cam.

It is a safety program that consists of a palm-sized digital video recording device mounted in the vehicle, wireless upload process, web-based review system and driver coaching. • The Program is designed to capture 12 seconds of video and audio inside and outside of the vehicle when activated by a risky driving event, such as hard braking, sudden acceleration, swerving, excessive speed or other potentially unsafe actions that could lead to a collision. Some customers may have a 20-second video capture. Events are uploaded and analyzed by the Drive Cam Program's highly trained reviewers and posted to a secure website for driver coaching or positive reinforcement when needed. This device increases the safety and driving habits of our drivers thus increasing safety.

All our CDL Drivers are professionals who have completed a lengthy training and safety process. Prior to employment each employee must meet our strict standards for employment including a comprehensive criminal background check, safe driving history and drug screen. The GFL uniform that each driver wears, shows their attention to detail and concern for our great reputation. They are courteous and always helpful to the residents that we service.

(M). Cost/Price Proposals (attached with bid)

EXHIBIT K:

COST PROPOSAL
RFP No. 2026-0007
CITY OF STOCKBRIDGE COMPREHENSIVE RESIDENTIAL WASTE COLLECTION AND DISPOSAL SERVICES

RESIDENTIAL PRICE SHEET

FEE BREAKDOWN	
Rate per month, per unit for weekly curbside waste collection	$ 14.25
Rate per month, per unit for biweekly curbside recycling collection	$ 2.00
Rate per month per unit for weekly yard waste collection	$ 0.75
Rate per month per unit for weekly bulk waste collection	$ 0.75
Total Monthly Fee Per Resident	$ 17.75

SPECIALTY FEES:

Additional collection price for each additional regular cart:

Units: Proposed price per extra cart resident per month: $ 12.00
(Paid by resident directly to vendor)

BULK WASTE (including Administrative Fee) for one time collection of bulk waste that exceeds 3 items.

Units: Proposed price per collection occurrence $ 0 (Included)
(Paid by resident directly to vendor)

YARD WASTE (Including Administrative Fee) for one time collection of yard waste that exceeds four (4) cubic yards.

Units: Proposed price per collection occurrence: $ 0 (Included)
(Paid by resident directly to vendor)

MISSED PICKUP LATE SET OUT RETURN (Including Administrative Fee)

Units: Proposed price per collection occurrence $ 0 (Included)
(Paid by resident directly to vendor)

CART BRANDING – Should the City opt to have the City branding added to the cart

Units: Proposed price per cart $ 1.50

CLEAN-UP EVENT FEE (Including Administrative Fee)

Fixed annual price for two (2) cleanup events (Spring and Fall) six (6) hours each price should include disposal cost.

Units: Proposed price per year $ 0 (Included)

EXHIBIT K:

COST PROPOSAL
RFP No. 2026-0007
CITY OF STOCKBRIDGE COMPREHENSIVE RESIDENTIAL WASTE COLLECTION AND DISPOSAL SERVICES

OVERALL TOTAL BASE BID (Numerical) ⟶ $ 17.75

OVERALL TOTAL BASE BID IN WORDS

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

End of Exhibit K.

(N). References

References:

City of Grantville - collection and disposal of sanitation services - recommendation letter attached from 4/6/26. Mayor Proctor - mayorproctor@grantvillega.org or (470) 241-9770

City of Fayetteville: collection and disposal of sanitation services
Ray Gibson - City Manager: Rgibson@fayetteville-ga.gov or (770) 461-6029

City of Union City: Waste Management Services
Vince Williams - Mayor: vwilliams@unioncityga.org or (770)-964-2288

Cobb County School District and Government - disposal and collection contract with GFL to dump at Cobb County Transfer Station owned by GFL. GFL also services all dumpster and commercial units at each school district and Government faclities.
Tyler Lovelace | Supervisor | Maintenance
560 Glover Street SE | Marietta, GA 30060
W 770.426.3425 | cobbk12.org
Email: Tyler.lovelace@cobbk12.org

Cedartown, Georgia - Residential & Commercial
Services: 201 East Avenue Cedartown, GA 30125
Contact: Edward Guzman- City Manager
Phone: 770-748-3220

Douglasville, Georgia- Commercial and Roll-off
Services: 2699 Cochran Industrial Boulevard
Contact: Gregory Roberts- Director of Public
Services Phone: 770-920-3005
Email: robertsg@douglasvillega.gov
Service Date: 2018- present

Rockmart, Georgia- 26,000 homes, Residential Curbside and
Commercial Services: 316 N. Piedmont Avenue
Contact: Stacey Smith- City Clerk/Public Information Officer
Phone: 478-293-1099
Email: ssmith@rockmart-ga.gov
Service Date: 1997- Present

Forsyth County Schools
Matthew Wark
Chief Facilities Officer
1120 Dahlonega Hwy.
Cumming, GA 30040
Email: MWark@forsyth.k12.ga.us

Bartow County Schools
Clint Terza
Superintendent
65 Gilreath Road
Cartersville, GA
Email: clint.terza@bartow.k12.ga.us

Clayton County Schools
Charlotte Parramore
Maintenance Supervisor
1058 Fifth Avenue
Jonesboro, Ga. 30236
(770) 473-2825
Email: charlotte.parramore@clayton.k12.ga.us

Union County
Matt White and Pam Hawkins
Commissioner's Office
65 Courthouse Street, Suite 1
Blairsville, GA 30512
Email: transferstation@uniongov.com



White County
Derick Canupp
Director of Public Works
675 Truelove Rd.
Cleveland, GA 30528
(706) 865-2510
Email: dcanupp@whitecounty.net



City of Grantville

123 LaGrange Street
P.O. Box 160
Grantville, GA 30220

770-583-2289
Telephone

770-583-2280
Telefax

April 6, 2026

To Whom It May Concern,

I am pleased to provide this letter of recommendation on behalf of GFL Environmental for their outstanding garbage collection and waste management services.

The City of Grantville has had the opportunity to work with GFL Environmental, and throughout our partnership, they have consistently demonstrated a high level of dependability and professionalism. Their team reliably adheres to scheduled service times, ensuring that our community's sanitation needs are met without disruption. This consistency has been essential in maintaining the cleanliness and overall quality of life for our residents.

In addition to their routine services, GFL Environmental has shown exceptional flexibility and commitment when supporting special events within our city. Whether assisting with increased waste demands during festivals, community gatherings, or other public events, they have gone above and beyond to provide timely and efficient service. Their responsiveness and willingness to accommodate unique needs make them a valuable partner.

Their customer service is also noteworthy. GFL Environmental maintains open communication, addresses concerns promptly, and works collaboratively with city staff to ensure all expectations are met or exceeded.

Based on our experience, I confidently recommend GFL Environmental to any municipality or organization seeking reliable, high-quality waste management services. Their dedication to service, dependability, and community support sets them apart.

If you require any additional information, please do not hesitate to contact my office.

Sincerely,

Richard Proctor
Mayor, City of Grantville

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 05/05/2026

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Cleveland OH Office
950 Main Avenue
Suite 1600
Cleveland OH 44113 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 | FAX (A/C, No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	AIU Insurance Company	19399
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
GFL Environmental Holdings (US), Inc
and its subsidiaries
26999 Central Park Blvd
Southfield MI 48076 USA

COVERAGES **CERTIFICATE NUMBER:** 570119831653 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		014121394	06/01/2025	06/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$1,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$1,000,000
	OTHER:						Per Location/ Project Aggregate	$1,000,000
A	AUTOMOBILE LIABILITY	Y		014-12-1393	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC014121402	06/01/2025	06/01/2026	X PER STATUTE / OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N/A		WC014121401	06/01/2025	06/01/2026	E.L. EACH ACCIDENT	$5,000,000
	(Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE	$5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy does not exclude Contractual Liability. RE: Request For Proposals (RFP) 2026-0007, City of Stockbridge Comprehensive Residential Waste Collection And Disposal Services, Pre-Proposer's Conference: 4/23/2026. The City of Stockbridge, GA, their member (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary to other insurance available to Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

City of Stockbridge, GA
4640 N. Henry Blvd.
Stockbridge GA 30281 USA

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

Aon Risk Services Northeast Inc.

Holder Identifier :

Certificate No : 570119831653

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AGENCY CUSTOMER ID: 570000100403

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	GFL Environmental Holdings (US), Inc
POLICY NUMBER	
See Certificate Number: 570119831653	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570119831653	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

GFL Named Insureds

GFL ENVIRONMENTAL HOLDINGS (US), INC.

1877984 Delaware, LLC
American Waste, Inc.
Baldwin Pontiac LLC
Brent Run Landfill, Inc.
Capital Waste Co- Invest, LP
Dafter Sanitary Landfill, Inc.
GFL (CW) Holdco, LLC (fka County Waste of Virginia, LLC)
GFL Environmental Real Property, Inc.
GFL Environmental USA Inc.
GFL Environmental USA Roll-Off Inc.
GFL HoldCo (US) GP, LLC
GFL Holdco (US), LLC
GFL North Michigan Landfill, LLC
GFL of Virginia, LLC (fka County Waste, LLC)
GFL Recycling of Virginia, LLC (fka County Recycling, LLC)
GFL Slim Jim 2, LLC
GFL Slim Jim 3, LLC
GFL Southwest Virginia, LLC (fka County Waste Southwest Virginia, LLC)
GFL US 13, LLC
GFL Wrangler US 5, LLC
Green Ridge Recycling and Disposal Facility, LLC
J&E Recycling, LLC
Primary American Casualty & Environmental, Inc.
WCA Waste Corporation
Wexford County Landfill, LLC
Wexford Water Technologies, LLC
Wood Island Waste Management, Inc.
Wrangler Holdco Corp.

WASTE INDUSTRIES USA, LLC.

Black Creek Renewable Energy, LLC
ETC of Georgia, LLC
GFL Renewables LLC
GFL Wrangler Holdco US 2, Inc.
GFL Wrangler US 1, LLC
GFL Wrangler US 3, LLC
GFL Wrangler US 4, LLC
GFL Wrangler US 6, LLC
Haw River LandCo, LLC
L&L Disposal, LLC
Lakeway LandCo, LLC
Lakeway Sanitation & Recycling C&D, LLC
Lakeway Sanitation & Recycling MSW, LLC
Laurens County Landfill, LLC
Red Rock Disposal, LLC
S&S Enterprises of Mississippi, LLC
Safeguard Landfill Management, LLC
Sampson County Disposal, LLC
Southeastern Disposal, LLC
Transwaste Services, LLC
Wake County Disposal, LLC
Wake Reclamation, LLC
Waste Industries Atlanta, LLC
Waste Industries of Tennessee, LLC
Waste Industries, LLC
Waste Services of Decatur, LLC
WI Burnt Poplar Transfer, LLC
WI High Point Landfill, LLC
WI Shiloh Landfill, LLC
Wilmington LandCo, LLC
Wimberly Hill, LLC

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AGENCY CUSTOMER ID: 570000100403

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	GFL Environmental Holdings (US), Inc
POLICY NUMBER: See Certificate Number: 570119831653	
CARRIER: See Certificate Number: 570119831653 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

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FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

GFL Named Insureds

WCA WASTE SYSTEMS, INC.

WCA GP LLC
GFL (Texas) Solids LLC
Waste Corporation of Arkansas, LLC
Waste Corporation of Kansas, LLC
WCA of Alabama, L.L.C.
WCA of Oklahoma, LLC
Pauls Valley Landfill, LLC
N.E. Land Fill, LLC
Sooner Waste, LLC
Waste Corporation of Tennessee, LLC
Jones Sanitation, L.L.C.
WCA of Central Florida, Inc.
GFL Florida Holding Company LLC
Sugar Landfill, LP (formerly Fort Bend County Landfill, L.P.)
GFL Recycling Center - Northeast, LLC (formerly Sprint Recycling Center - Northeast, LLC)
WCA Texas Management General, Inc.
Fort Bend Regional Landfill, L.P.
Conroe Landfill, LP (formerly Sprint Montgomery County Landfill, LP)
GFL Triple-S Compost, LLC (formerly Triple-S Compost LLC)
WCA Management Limited, Inc.
WCA Management General, Inc.
WCA Management Company, LP
GFL of Texas, LP (formerly Waste Corporation of Texas, L.P.) (merged with V.F. Waste Services, LLC and 6ish Holdings, Inc.)
Waste Corporation of Missouri, LLC (WCA of Missouri, LLC) (merged with Town & Country Disposal Solid Waste Transfer Station, LLC, Town & Country Recycling, LLC and Town and Country Disposal of Western Missouri, LLC)
Eagle Ridge Landfill, LLC
WCA - Kansas City Transfer, LLC
LRS South
Inland Waste Solutions, LLC
Alternative Waste Management, LLC

GFL EVERGLADES HOLDINGS LLC

Alabama Dumpster Service, L.L.C.
Angelo's Aggregate Materials, Ltd.
Arbor Hills Landfill, Inc.
Area Disposal Service, Inc.
Bunn Box, LLC (formerly Bunn Box, Inc.)
Bunn Excavating, Inc.
Clinton Landfill, Inc.
Cobb County Transfer Station, LLC
Coulter Companies, Inc.
Eagle Bluff Landfill, Inc.
Eagle Point Landfill, LLC
Emerald Park Landfill, LLC
GFL Birmingham, LLC
GFL Muskego LLC
GFL Solid Waste Midwest LLC
GFL Solid Waste Southeast LLC
Glacier Ridge Landfill, LLC
Gwinnett Transfer Station, LLC
Henson Disposal, LLC
Henson Parent, LLC
Hickory Meadows Landfill, LLC
Hickory Ridge Landfill, Inc.
Hoosier Landfill, Inc.

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AGENCY CUSTOMER ID: 570000100403

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	GFL Environmental Holdings (US), Inc
POLICY NUMBER	
See Certificate Number: 570119831653	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570119831653	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

GFL Named Insureds

Land & Gas Reclamation, Inc.
Mallard Ridge Landfill, Inc.
Montgomery Transfer Station, LLC
Opelika Transfer Station, LLC
Otis Road Landfill, LLC
PDC Services, Inc.
Peoria City/County Landfill, Inc.
Peoria Disposal Company
PH Land, LLC
Seven Mile Creek Landfill, LLC
Smyrna Transfer Station, LLC
Stone's Throw Landfill, LLC
Tallassee Waste Disposal Center, Inc.
Tazewell County Landfill, Inc.
Welcome All Transfer Station, LLC
Zion Landfill, Inc.

VARIOUS

Capital Waste Buyer, Inc.
Capital Waste Holdings, Inc.
Capital Waste Investor II GP, LLC
Capital Waste Investor II JV, LP
Capital Waste Investor II, LP
Capital Waste Midco, Inc.
Capital Waste Services LLC
Capital Waste Topco, Inc.
Chattanooga Transfer, LLC
Desoto Landfill, LLC
DeSoto Recycling & Disposal, L.L.C.
EcoSouth DeSoto Holdings, LLC
EcoSouth Florida Intermediate Equity Aggregator, LLC
EcoSouth Florida Intermediate Equity, LP
EcoSouth Florida Intermediate, LLC
EcoSouth Florida JV, LLC
EcoSouth Florida Subsidiary OpCo, LLC (fka GFL Florida, LLC)
EcoSouth Florida, LLC
EcoSouth Intermediate II, LLC
Ft. Meade Landfill, LLC
Gabbert LLC
GFL US 11, LLC
GFL US 12, LLC
GFL US 7, L.P.
GFL US 8, LLC
GFL US 9, L.P.
GFL Wrangler US 2, LLC
GFL Wrangler US, L.P.
GWS Transfer LLC
Kinderhook Capital Fund 7 GP, LLC
Kinderhook Capital Fund 7, L.P.
Kinderhook Capital Fund 7-B, L.P.
M & G CD Disposal Facility, L.L.C.
Pee Dee Environmental Services, Inc.
Priority Waste Services, Inc.
Sandlands C & D Landfill of SC LLC
TST Ventures, LLC

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2025
forms a part of Policy No. 014-12-1394
issued to GFL ENVIRONMENTAL HOLDINGS (US), INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders withi n 30 days after the **First Named Insured** provides such information to the**Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the**First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

POLICY NUMBER: 014-12-1394

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

© Insurance Services Office, Inc., 2018

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT	BLANKET WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2025
forms a part of Policy No. 014-12-1393
issued to GFL ENVIRONMENTAL HOLDINGS (US), INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders withi n 30 days after the **First Named Insured** provides such information to the**Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the**First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2025

forms a part of Policy No. 014-12-1393

issued to GFL ENVIRONMENTAL HOLDINGS (US), INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 06/01/2025 forms a part of Policy No. WC014121402

Issued to GFL ENVIRONMENTAL HOLDINGS (US), INC.

By A I U INSURANCE COMPANY

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

Don Bailey

AUTHORIZED REPRESENTATIVE

INSURE

Trusted Choice
Independent Insurance Agent

2607 GLENWOOD AVENUE • P. O. BOX 31508 • RALEIGH, N. C. 27622 • 919/781-1115 • (FAX) 919/783-6427

April 30, 2026

City of Stockbridge
6640 N. Henry Boulevard
Stockbridge, Georgia 30281

Re: Waste Industries Atlanta, LLC dba GFL Environmental
Proposal for Comprehensive Residential Waste Collection and Disposal Services

To Whom It May Concern:

Our above client is submitting proposal to you for the above services in response to your request (RFP 2026-0007).

If a contract for these services is awarded to Waste Industries Atlanta, LLC dba GFL Environmental, and the City requires a performance guarantee, the United States Fire Insurance Company has agreed to provide a Performance Bond on their behalf. Other bonds will be provided if required by contract for services. United States Fire Insurance Company is a surety licensed to conduct business in Georgia, has an A.M. Best rating of A+ XV and appears on the US Treasury Department current list of approved sureties with an underwriting amount of $251,791,000.

We have provided bonds for this client for several years and highly recommend them to you as a professional and dependable organization.

Please give us a call if you have any questions.

Sincerely,

James W. Poole
Attorney-in-Fact
United States Fire Insurance Company

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

James W. Poole; Robert G. Salmon, Jr.; John D.Kinney; David J. Braswell

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 17th day of January, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 17th day of January, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/29/2026
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 30th day of April 2026

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact SuretyInquiries@amyntagroup.com.

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

Jeffrey W. Cown, Director

EPD Director's Office
2 Martin Luther King, Jr. Drive SE
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

Apr 01, 2025

Mr. Scott Mann
Eagle Point Landfill, LLC
8880 Old Federal Road
Ball Ground, GA 30107

RE: Request for Variance under the Provisions of O.C.G.A. § 12-7-6(b)(15)
Eagle Point Landfill Expansion
Forsyth County
File: BV-058-24-07

Dear Mr. Mann:

The Georgia Environmental Protection Division (EPD) has reviewed your stream buffer variance application for the above-referenced project. The review was conducted to consider the potential impacts of the proposed project's encroachment on buffers to State waters within the context of the Georgia Erosion and Sedimentation Act and the potential impact to State waters within the context of Georgia's National Pollutant Discharge Elimination System (NPDES) General Permits for Stormwater Discharges Associated with Construction Activities. This review, and the variance granted herein, is limited to only the request(s) in the application that you submitted for permission to conduct land-disturbing activities within 25-foot areas located immediately adjacent to the banks of State waters where vegetation has been wrested by normal stream flow or wave action. To the extent that your buffer variance application includes a request to conduct land-disturbing activities within 25 feet of State waters where there is no vegetation that has been wrested by normal stream flow or wave action, such request has not been considered by EPD, and the related activity is not addressed in the variance granted herein.

Pursuant to Ga. Comp. R. and Regs. 391-3-7-.05(2)(h) and subject to the conditions and contingencies described further below, authorization is hereby granted to encroach within the 25-foot buffer adjacent to State waters as delineated in your application dated October 7, 2024. ***Buffer impacts authorized by this variance must be completed within five years of the date of this approval letter. If the approved buffer impacts cannot be completed prior to the expiration date, a time extension must be requested in writing at least 90 calendar days prior to the expiration date with justifiable cause demonstrated.***

Authorization for the above referenced project is subject to the following conditions and contingencies:

1) All graded slopes 3:1 or greater must be hydroseeded and covered with Georgia DOT approved wood fiber matting or coconut fiber matting. If not hydroseeded, Georgia DOT approved matting that has been incorporated with seed and fertilizer must be used. All slopes must be properly protected until a permanent vegetative stand is established;

2) The amount of land cleared during construction must be kept to a minimum;

3) All disturbed areas must be seeded, fertilized, and mulched as soon as the final grade is achieved. Also, these disturbed areas must be protected until permanent vegetation is established;

4) A double row of Georgia DOT type "C" silt fence or an approved high performance silt fence must be installed between the land disturbing activities and State waters where appropriate;

5) Buffer variance conditions must be incorporated into any Land Disturbing Activity Permit issued by Forsyth County for this project;

6) This project must be conducted in strict adherence to the approved erosion and sedimentation control plan and any Land Disturbing Activity Permit issued by Forsyth County; and

7) Post-construction stormwater management systems must be maintained to ensure pollutant removal efficiencies for water quality protection.

The granting of this approval does not relieve you of any obligation or responsibility for complying with the provisions of any other law or regulations of any federal, local, or additional State authority, nor does it obligate any of the aforementioned to permit this project if they do not concur with its concept of development/control. As a delegated "Issuing Authority," Forsyth County is expected to ensure that the stream buffer variance requirements are met for this project and is empowered to be more restrictive in this regard.

If you have questions concerning this letter, please contact Brian Kent, Erosion and Sedimentation Control Unit, Nonpoint Source Program, at (470) 521-1463.

Sincerely,

Jeffrey W. Cown

Jeffrey W. Cown
Director

JWC:bk

cc: Brandon Smith, Hodges, Harbin, Newberry & Tribble, Inc.
David McKee, County Manager
John Barlow, Planner II Forsyth County
Jonathan Wells, EPD Mountain District
Robert Amos, Georgia Soil and Water Conservation Commission
John Thomson, WRD Fisheries Northeast Region II

File: BV-058-24-07

WYRICK
ROBBINS
YATES
& PONTON
LLP

ATTORNEYS AT LAW

The Summit
4101 Lake Boone Trail
Suite 300
Raleigh, NC 27607.7506

PO Drawer 17803
Raleigh, NC 27619

ph 919.781.4000
fax 919.781.4865
www.wyrick.com

Email: linman@wyrick.com

MEMORANDUM

Via Email

TO: Waste Industries

ATTN: Leslie Childress

CC: Tom Cook

FROM: Lisa Inman

DATE: September 15, 2004

RE: Employer Identification Numbers

You have requested some clarification on the proper use of employer identification numbers for some of the Waste Industries entities. In particular, you note that, while most of the Waste Industries entities have their own EINs, Waste Industries, LLC and Waste Industries USA, Inc. have the same EIN.

Waste Industries, LLC is a wholly-owned subsidiary of Waste Industries USA, Inc. To put it another way, Waste Industries, LLC is a single member LLC that, for federal tax purposes, is a disregarded entity. The Federal Tax Regulations provide that a disregarded entity, such as a single member LLC that does not "check the box" to be taxed as a corporation, uses its owner's EIN. This rule does not *prohibit* a single-member LLC from obtaining an EIN, and most of the single member LLCs in the Waste Industries family *do* have a separate EIN, but our preference is not to obtain a separate EIN for Waste Industries, LLC because of the potential effect on pre-existing contracts and other documents.

Section 301.6109-1(h)(2) of the Treasury Regulations adopted by the IRS is set forth on the attached page for your reference. Please let me know if you require anything further. If there are any government entities that have questions or concerns about the EIN of Waste Industries, LLC (or any other Waste Industries entity), we would encourage such parties to call our tax partner, Tom Cook, at the phone number set forth above.

(h) *Special rules for certain entities under §301.7701–3*—(1) *General rule.* Any entity that has an employer identification number (EIN) will retain that EIN if its federal tax classification changes under §301.7701–3.

(2) *Special rules for entities that are disregarded as entities separate from their owners*—(i) *When an entity becomes disregarded as an entity separate from its owner.* Except as otherwise provided in regulations or other guidance, a single owner entity that is disregarded as an entity separate from its owner under §301.7701–3, must use its owner's taxpayer identifying number (TIN) for federal tax purposes.

(ii) *When an entity that was disregarded as an entity separate from its owner becomes recognized as a separate entity.* If a single owner entity's classification changes so that it is recognized as a separate entity for federal tax purposes, and that entity had an EIN, then the entity must use that EIN and not the TIN of the single owner. If the entity did not already have its own EIN, then the entity must acquire an EIN and not use the TIN of the single owner.

(3) *Effective date.* The rules of this paragraph (h) are applicable as of January 1, 1997.

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0457809038
Sep 30, 2019 LTR 147C
56-0954929

WASTE INDUSTRIES USA LLC
% WRANGLER HOLDCO CORP SOLE MBR
3301 BENSON DRIVE
RALEIGH NC 27609-7362 990

Taxpayer Identification Number: 56-0954929

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of September 30th, 2019.

Your Employer Identification Number (EIN) is 56-0954929. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

MS.REESE
1003528068
Customer Service Representative

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 0465378
EFFECTIVE DATE: 11/05/2004
JURISDICTION : DELAWARE
REFERENCE : 0091
PRINT DATE : 11/08/2004
FORM NUMBER : 350

ORIGIN INFORMATION & SERVICES, INC.
233 MITCHELL ST SW, STE 550
ATLANTA, GA 30303

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

WASTE INDUSTRIES ATLANTA, LLC
A FOREIGN LIMITED LIABILITY COMPANY

has been organized under the laws of the jurisdiction stated above and has filed an application meeting the requirements of Georgia law to transact business as a foreign limited liability company in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above named limited liability company is hereby granted, on the effective date stated above, this certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

Cathy Cox
Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISON

315 West Tower, #2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530
(404) 656-2817
Registered agent, officer, entity status information via the Internet
http://www.georgiacorporations.org

WARREN RARY
Director

ENRICO M ROBINSON
Assistant Director

CATHY COX
Secretary of State

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR FOREIGN LIMITED LIABILITY COMPANY

DO NOT WRITE IN SHADED AREA – SOS USE ONLY

DOCKET #		PENDING #		CONTROL #			
DOCKET CODE		DATE FILED		AMOUNT RECEIVED		CHECK/ RECEIPT #	
TYPE CODE		EXAMINER		JURISDICTION CODE			

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1. Waste Industries Atlanta, LLC
Limited Liability Company Name (Optional) — Name Reservation Number

October 28, 2004
Date Business Commenced (Or Proposed) in Georgia (NOTE. If the date provided here is more than 30 days prior to the date the application is received by the Secretary of State, a $500 penalty must be paid, penalty is statutory and cannot be waived by Secretary of State.)

2. Deborah A. Pike — (919) 781-4000 ext 3041
Name of filing person (certificate will be mailed to this person, at address below) — Telephone Number

4101 Lake Boone Trail, Suite 300 — Raleigh — North Carolina — 27607-7506
Address — City — State — Zip Code

3. Delaware — October 28, 2004 — Perpetual
Jurisdiction (Home state/country) — Date of Organization in home state — Period of Duration

4. 3301 Benson Drive, Suite 601 — Raleigh — North Carolina — 27609
Address of Principal Place of Business — City — State — Zip Code

5. Origin Information and Services, Inc.
Name of Registered Agent in Georgia

233 Mitchell Street, Suite 550
Registered Office Street Address in Georgia (Post office box or mail drop not acceptable for registered office address)

Atlanta — Fulton — Georgia — 30303
City — County — State — Zip Code

6. Waste Industries USA, Inc. (Attn: D. Stephen Grissom)
3301 Benson Drive, Suite 601 — Raleigh — North Carolina — 27609
Manager's Name & Address (Person w/responsibility for maintaining records) — City — State — Zip Code

7. 3301 Benson Drive, Suite 601 — Raleigh — North Carolina — 27609
Address Where Limited Liability Company Records Are Maintained — City — State — Zip Code

8. **NOTICE: Mail or deliver an original and one copy of this form and the filing fee of $225.00 to the Secretary of State at the above address. Filing fees are NON-refundable. This application is signed by a person duly authorized to sign such instruments by the laws of the jurisdiction under which the foreign limited liability company is organized. The foreign limited liability company undertakes to keep its records at the address shown in #7 above until its registration in Georgia is canceled or withdrawn. The foreign limited liability company, in accordance with Title 14 of the Official Code of Georgia Annotated, appoints the Secretary of State as agent for service of process if no agent has been appointed in Georgia or, if appointed, the agent's authority has been revoked or the agent cannot be found or served by the exercise of reasonable diligence.**

D. Stephen Grissom, CEO — 11/2/04
Authorized Signature — Date

Request certificates and obtain entity information via the Internet: http://www.georgiacorporations.org

FORM 241

NOV 05 2004 SECRETARY OF STATE 5:12

376858 v1

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Wrangler Holdco Corp.

2 Business name/disregarded entity name, if different from above.

GFL Environmental / Waste Industries Atlanta, LLC (EIN: 20-1828202)

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) E

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1000 SOCIAL STREET, SUITE 1100

Requester's name and address (optional)

6 City, state, and ZIP code

RALEIGH, NC 27609

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				

or

Employer identification number

8	2	-	2	1	8	8	6	8	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person yousufibrahim yousufibrahim (Jan 31, 2025 16:31 EST) Date 01/30/2025

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

RFP 2026-0007

COS Comprehensive Residential Waste Collection & Disposal Services

Contract Documents Required:

Proposal Letter

Vendor: GFL Environmental, Inc.

PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposals (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Stockbridge Procurement Manual as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Stockbridge, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Stockbridge.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Stockbridge reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal shall be valid and held open for a period of one hundred twenty (120) days from opening date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Proposer to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature  Date 4/30/26

Print/Type Name Luke Ewing

Print/Type Company Name Here GFL Environmental

Email lewing@gflenv.com

RFP 2026-0007

COS Comprehensive Residential Waste Collection
& Disposal Services

Contract Documents Required:

Exhibit D: Bond Documents

Vendor: GFL Environmental

CRUM & FORSTER
A FAIRFAX COMPANY

Bond Number: USFIC 30621

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, **Waste Industries Atlanta, LLC dba GFL Environmental**, with an office at **1280 Rum Creek Parkway, Stockbridge, Georgia 30281**("Principal"), and **United States Fire Insurance Company**, a corporation organized under the laws of the State of Delaware, and duly authorized to transact business in the State of **Georgia**, ("Surety"), are held and firmly bound unto **City of Stockbridge, Georgia** ("Obligee"), in the penal sum of **Five Per Cent (5%) of Amount Bid** (--------) DOLLARS, lawful money of the United States, to the payment of which well and truly to be made we hereby bind ourselves and our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS Waste Industries Atlanta, LLC dba GFL Environmental is presenting a proposal and bid to provide Comprehensive Residential Waste Collection and Disposal Services for The City of Stockbridge.

NOW, THEREFORE, the conditions of this Bid Bond are such that: if the above-named Obligee accepts the bid of the Bond Principal within the time specified in the bid documents, or within such time, not to exceed sixty (60) days, as may be agreed by the Bond Principal and Obligee; and the Bond Principal executes the contract awarded; and provides such bond or bonds as may be required in the bid documents with a surety licensed in the jurisdiction where the contract is to be performed and is otherwise acceptable to the Obligee, or pays to the Obligee the difference, not to exceed the amount of this Bid Bond, between the Bond Principal's bid and the amount of the contract awarded in good faith by the Obligee to the next lowest bidder in accordance with the contract documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that in no event shall the Surety's liability exceed the above-stated penal sum of this bond.

Signed, sealed and dated this 4th day of May, 20 26.

Waste Industries Atlanta, LLC dba GFL Environmental
Principal

By: _____
(Signature)
Name & Title: Luke Ewing
Government Contract Manager

United States Fire Insurance Company

By: _____
James W. Poole, Attorney-in-Fact

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

James W. Poole; Robert G. Salmon, Jr.; John D.Kinney; David J. Braswell

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 17th day of January, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 17th day of January, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2028
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 1st day of MAY 2025

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact SuretyInquiries@amyntagroup.com.

INSURE

Trusted Choice
Independent Insurance Agent

2607 GLENWOOD AVENUE • P. O. BOX 31508 • RALEIGH, N. C. 27622 • 919/781-1115 • (FAX) 919/783-6427

April 30, 2026

City of Stockbridge
6640 N. Henry Boulevard
Stockbridge, Georgia 30281

Re: Waste Industries Atlanta, LLC dba GFL Environmental
Proposal for Comprehensive Residential Waste Collection and Disposal Services

To Whom It May Concern:

Our above client is submitting proposal to you for the above services in response to your request (RFP 2026-0007).

If a contract for these services is awarded to Waste Industries Atlanta, LLC dba GFL Environmental, and the City requires a performance guarantee, the United States Fire Insurance Company has agreed to provide a Performance Bond on their behalf. Other bonds will be provided if required by contract for services. United States Fire Insurance Company is a surety licensed to conduct business in Georgia, has an A.M. Best rating of A+ XV and appears on the US Treasury Department current list of approved sureties with an underwriting amount of $251,791,000.

We have provided bonds for this client for several years and highly recommend them to you as a professional and dependable organization.

Please give us a call if you have any questions.

Sincerely,

James W. Poole
Attorney-in-Fact
United States Fire Insurance Company

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

James W. Poole; Robert G. Salmon, Jr.; John D.Kinney; David J. Braswell

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 17th day of January, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 17th day of January, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 8/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 30th day of APRIL 2026

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact SuretyInquiries@amyntagroup.com.

RFP 2026-0007

COS Comprehensive Residential Waste Collection & Disposal Services

Contract Documents Required:

Exhibit E: Georgia Security And Immigration Compliance Act Affidavit

Vendor: GFL Environmental

Stockbridge
Where Community Connects

EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: GFL Enviornmental

Address: 1280 Rum Creek Pkwy Stockbridge, GA 30281

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stockbridge within five (5) business days after any subcontractor(s) is/are retained to perform such service.

170827
E Verify ™ Company Identification Number

12/12/2008
Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

4/30/26
Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

30th DAY OF April, 2026

Notary Public

Sabrina Gray Hills
NOTARY PUBLIC
Richmond County, GEORGIA
My Commission Expires 07/28/2026
[NOTARY SEAL]

My Commission Expires: 7/28/26

*** or any subsequent replacement** 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. 99-60

Stockbridge
Where Community Connects

EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: GFL Enviornmental

Address: 1280 Rum Creek Pkwy Stockbridge, GA 30281

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stockbridge within five (5) business days after any subcontractor(s) is/are retained to perform such service.

170827
E Verify ™ Company Identification Number

12/12/2008
Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

4/30/26
Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

30th DAY OF April, 2026

Notary Public

Sabrina Gray Hills
NOTARY PUBLIC
Richmond County, GEORGIA
My Commission Expires 07/28/2026
[NOTARY SEAL]

My Commission Expires: 7/28/26

*** or any subsequent replacement** 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. 99-60

Stockbridge
Where Community Connects

EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stockbridge within five (5) business days after any subcontractor(s) is/are retained to perform such service.

170827
E Verify ™ Company Identification Number

12/12/2008
Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

4/30/26
Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

30th DAY OF April, 2026

Notary Public

Sabrina Gray Hills
NOTARY PUBLIC
Richmond County, GEORGIA
My Commission Expires 07/28/2026
[NOTARY SEAL]

My Commission Expires: 7/28/26

*** or any subsequent replacement** 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. 99-60

RFP 2026-0007

COS Comprehensive Residential Waste Collection & Disposal Services

Contract Documents Required:

Exhibit F: Drug-Free Work Place

Vendor: GFL Environmental

EXHIBIT F
DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract: and

(2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with GFL Environmental (Service Provider), N/A (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

GFL Environmental
Company Name

4/30/26
BY: Authorized Officer or Agent Date
(Service Provider Signature)

Gov. Contract Manager
Title of Authorized Officer or Agent of Service Provider

Luke Ewing
Printed Name of Authorized Officer or Agent

End of Exhibit F.

RFP 2026-0007

COS Comprehensive Residential Waste Collection & Disposal Services

Contract Documents Required:

Exhibit G: Purchasing Policy Addendum

Vendor: GFL Environmental

EXHIBIT G

PURCHASING POLICY ADDENDUM

I, Luke Ewing, hereby certify that I have received certify that I have received a copy of the City of Stockbridge, GA, Financial Management Policies Purchasing Policy which can be found at https://stockbridgega.org/departments/procurement-division and agree to comply with all requirements of the City of Stockbridge, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

4/30/26

BY: Authorized Officer or Agent (Service Provider Signature) — Date

Gov. Contract Manager

Title of Authorized Officer or Agent of Service Provider

Luke Ewing — 4/30/26

Printed Name of Authorized Officer or Agent — Date

End of Exhibit G.

EXHIBIT G

PURCHASING POLICY ADDENDUM

I, Luke Ewing, hereby certify that I have received certify that I have received a copy of the City of Stockbridge, GA, Financial Management Policies Purchasing Policy which can be found at https://stockbridgega.org/departments/procurement-division and agree to comply with all requirements of the City of Stockbridge, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

4/30/26

BY: Authorized Officer or Agent Date
(Service Provider Signature)

Gov. Contract Manager

Title of Authorized Officer or Agent of Service Provider

Luke Ewing 4/30/26

Printed Name of Authorized Officer or Agent Date

End of Exhibit G.

RFP 2026-0007

COS Comprehensive Residential Waste Collection & Disposal Services

Contract Documents Required:

Exhibit H: Affidavit Verifying Status for Public Benefit Application

Vendor: GFL Environmental

Stockbridge
Where Community Connects

EXHIBIT H
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stockbridge, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and /or contract for

GFL Environmental

[Name of natural person applying on behalf of individual, business. corporation, partnership, or other private entity]:

1. _____x_____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: _____ Date: 4/30/26

Printed Name: Luke Ewing

* Alien Registration number for non-citizens: _____

** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD PASSPORT WITH A COPY OF YOUR DRIVER LICENSE OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOUR ARE A LEGAL PERMANENT RESIDENT (#2) **

Subscribed and Sworn Before Me, this the 30th day of April, 2026

Notary Public: _____ Sabrina Gray Hills

My Commission Expires: _____ NOTARY PUBLIC
Richmond County, GEORGIA
My Commission Expires 07/28/2026

* Note: O.C.G.A.§ 50-36-1(c)(2) requires that the Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

_____

End of Exhibit H.

Stockbridge
Where Community Connects

EXHIBIT H
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stockbridge, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and /or contract for

GFL Environmental

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. X I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: _____ Date: 4/30/26

Printed Name: Luke Ewing

* Alien Registration number for non-citizens: _____

** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOUR ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 30th day of April, 2026

Notary Public: _____ Sabrina Gray Hills

My Commission Expires: _____ NOTARY PUBLIC
Richmond County, GEORGIA
My Commission Expires 07/28/2026

* Note: O.C.G.A.§ 50-36-1(e)(2) requires that aliens qualified under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

_____

End of Exhibit H.

Stockbridge
Where Community Connects

EXHIBIT H
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stockbridge, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and /or contract for

GFL Environmental

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. x I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: _____ Date: 4/30/26

Printed Name: Luke Ewing

* Alien Registration number for non-citizens: _____

** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOUR ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 30th day of April, 2026

Notary Public: _____

Sabrina Gray Hills
NOTARY PUBLIC
Richmond County, GEORGIA
My Commission Expires 07/28/2026

My Commission Expires: _____

* Note: O.C.G.A.§ 50-36-1(e)(2) requires that aliens qualified under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

_____

End of Exhibit H.

RFP 2026-0007

COS Comprehensive Residential Waste Collection & Disposal Services

Contract Documents Required:

Exhibit I: References

Vendor: GFL Environmental

Stockbridge
Where Community Connects

EXHIBIT I
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP 2026-0007

SOLICITATION TITLE: **CITY OF STOCKBRIDGE RESIDENTIAL COMPREHENSIVE WASTE COLLECTION AND DISPOSAL SERVICES**

Proposing Firm (List name exactly as provided in the proposal):

GFL Environmental

Date of Verification: 4/30/26

Reference Organization: West Solutions

Project Verified (include the Project Name / Title and brief description of the Project:

Person Contacted: Blake West

Title of Contract: (CEO)

Telephone and extension: 770-549-7154

Email Address: westsolution02@gmail.com

Questions: Yes/No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirements?
3. Did the firm provide deliverables as agreed upon?
4. Would you contract with this firm again?

Additional Comments (if any):

GFL provides rollotts for Jobsites Clean ups, restorations and Demo Timely & all ways on point!

Signature and Date: Blake West 5/4/26

71

Stockbridge
Where Community Connects

EXHIBIT I
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP 2026-0007

SOLICITATION TITLE: **CITY OF STOCKBRIDGE RESIDENTIAL COMPREHENSIVE WASTE COLLECTION AND DISPOSAL SERVICES**

Proposing Firm (List name exactly as provided in the proposal):

GFL Environmental

Date of Verification: 4/30/26

Reference Organization: Pumping Iron Pro fit

Project Verified (include the Project Name / Title and brief description of the Project:

Total remodel of building and Weekly Trash Service 8 yrd can Roll OFF

Person Contacted: George Sawyer - Norine Sawyer

Title of Contract: owner (ceo)

Telephone and extension: 770-670-0707

Email Address: gs141561@gmail.com

Questions: (Yes) No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirements?
3. Did the firm provide deliverables as agreed upon?
4. Would you contract with this firm again?

Additional Comments (if any):

GFL has provided great Customer Service over the past 4 years willing to help and always go above and beyond

Signature and Date: [signature] 5-4-26

71

Stockbridge
Where Community Connects

EXHIBIT I
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP 2026-0007

SOLICITATION TITLE: **CITY OF STOCKBRIDGE RESIDENTIAL COMPREHENSIVE WASTE COLLECTION AND DISPOSAL SERVICES**

Proposing Firm (List name exactly as provided in the proposal):

GFL Environmental

Date of Verification: 4/30/26

Reference Organization: Particular Peoples Painter

Project Verified (include the Project Name / Title and brief description of the Project:

Person Contacted: Marvin Latta

Title of Contract: Owner

Telephone and extension: 678 789-4040

Email Address: marv_lat@hotmail.com

Questions: (Yes) No

1. Were you satisfied with the Company/Organization's overall performance? YES
2. Did the firm adhere to the scope of work and bid requirements? YES
3. Did the firm provide deliverables as agreed upon? YES
4. Would you contract with this firm again? YES

Additional Comments (if any):

Signature and Date: 5/4/26

May 1, 2026

To Whom It May Concern:

GFL's commitment to excellence and professionalism with Henry County Schools has proven them to be valued team members in our daily operations.

Handling/Managing a solid waste contract is challenging. Especially, when you consider our current capacity of 74+ containers at 64 different sites. Adding multiple container sizes and varying schedules to the mix, you can imagine the organizational structure required to successfully execute such a contract.

With that, GFL has never disappointed. They have a proven record of performance with Henry County Schools. Their administrative staff are very responsive, and their drivers are thorough and professional. We are a very satisfied partner.

We look forward to a continued partnership with GFL as our solid waste service provider.

Respectfully,

Barry L. Miles
Executive Director of Facilities and Maintenance - Operations
Henry County Schools

RFP 2026-0007

COS Comprehensive Residential Waste Collection & Disposal Services

Contract Documents Required:

Exhibit K: Cost Proposal

Vendor: GFL Environmental

EXHIBIT K:

COST PROPOSAL
RFP No. 2026-0007
CITY OF STOCKBRIDGE COMPREHENSIVE RESIDENTIAL WASTE COLLECTION AND DISPOSAL SERVICES

RESIDENTIAL PRICE SHEET

FEE BREAKDOWN	
Rate per month, per unit for weekly curbside waste collection	$ 14.25
Rate per month, per unit for biweekly curbside recycling collection	$ 2.00
Rate per month per unit for weekly yard waste collection	$ 0.75
Rate per month per unit for weekly bulk waste collection	$ 0.75
Total Monthly Fee Per Resident	$ 17.75

SPECIALTY FEES:

Additional collection price for each additional regular cart:

Units: Proposed price per extra cart resident per month: $ 12.00
(Paid by resident directly to vendor)

BULK WASTE (including Administrative Fee) for one time collection of bulk waste that exceeds 3 items.

Units: Proposed price per collection occurrence $ 0 (Included)
(Paid by resident directly to vendor)

YARD WASTE (Including Administrative Fee) for one time collection of yard waste that exceeds four (4) cubic yards.

Units: Proposed price per collection occurrence: $ 0 (Included)
(Paid by resident directly to vendor)

MISSED PICKUP LATE SET OUT RETURN (Including Administrative Fee)

Units: Proposed price per collection occurrence $ 0 (Included)
(Paid by resident directly to vendor)

CART BRANDING – Should the City opt to have the City branding added to the cart

Units: Proposed price per cart $ 1.50

CLEAN-UP EVENT FEE (Including Administrative Fee)

Fixed annual price for two (2) cleanup events (Spring and Fall) six (6) hours each price should include disposal cost.

Units: Proposed price per year $ 0 (Included)

EXHIBIT K:

COST PROPOSAL
RFP No. 2026-0007
CITY OF STOCKBRIDGE COMPREHENSIVE RESIDENTIAL WASTE COLLECTION AND DISPOSAL SERVICES

OVERALL TOTAL BASE BID (Numerical) ⟶ **$** 17.75

OVERALL TOTAL BASE BID IN WORDS

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

End of Exhibit K.

City of Stockbridge

AGENDA ITEM

MEETING DATE

August 25, 2026

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

FUNDING SOURCE

☐	GENERAL FUND
☐	FUND BALANCE
☐	SPLOST
☑	TSPLOST
☐	CDBG GRANT
☐	GRANT FUNDING
☐	TRAFFIC CAMERA FUNDING
☐	PARTNER/SPONSOR
☐	DEPARTMENT FUND BALANCE
☐	BOND

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works

ITEM/PROJECT/EVENT:

Council Consideration to approve the Walt Stephens Trail Project Service Agreement in the amount of $216,835.00. The funding source is from TSPLOST account number 335-42200-541447.

BACKGROUND INFORMATION:

The PATH Design Team (PATH) will provide full professional services for surveying, landscape architecture, engineering, permitting, contract administration, and construction management for the 1.1-mile, ten (10) foot wide, concrete multi-use trail along Walt Stephens Road.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☑ FINANCIAL IMPACT ☐ N/A

AMOUNT:

$216,835.00

ATTACHMENTS: ☑

ITEM/PROJECT/EVENT:

The project begins at the SE corner of Walt Stephens Rd and Monarch Village Way, crosses Walt Stephens at the existing traffic signal, continues east as a ten (10) foot side path with five (5) to ten (10) foot landscape buffer, crosses I-75 via existing road bridge, turns into a private property to tie into the programmed trail by the proposed development on Flippen Road.

STAFF RECOMMENDATION:

Public Works recommends approval.

eSigned via GovOS.com

Decius T. Aaron

Key: 7cb4adb3-7883-4556-a458-5C27344f5d99

PROJECT AGREEMENT
BY AND BETWEEN THE CITY OF STOCKBRIDGE, GEORGIA, AND
THE PATH FOUNDATION, INC., FOR TRAIL DESIGN AND CONSTRUCTION MANAGEMENT

PROJECT: WALT STEPHENS TRAIL

THIS PROJECT AGREEMENT ("PSA") is made and entered into this _____ day of _____, 2026, by and between the **CITY OF STOCKBRIDGE, GEORGIA** ("City") and **PATH FOUNDATION, INC.** ("PATH").

WITNESSETH:

WHEREAS, the City entered into a Master Agreement with PATH (as at any time modified or amended, the "Master Agreement") to establish the framework within which the City and PATH will proceed to implement specific projects related to the design and management of a trail network within the City; and

WHEREAS, the Master Agreement provides that the parties will work together to determine the terms and conditions for specific projects for the trail network, each to be memorialized in a project agreement (each a "Project Agreement"); and

WHEREAS, the parties have identified the project described in Exhibit A attached hereto ("Project") as a specific project under the Master Agreement and desire to enter into this Agreement to set forth the terms and conditions to govern the Project;

NOW, THEREFORE, in consideration of the mutual promises and benefits hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally found hereby, agree as follows:

1.
DEFINITIONS; PROJECT DESCRIPTION

Terms used but not defined herein shall have the meaning ascribed to them in the Master Agreement. The Project and scope of work are described in Exhibit A attached hereto.

3.
TERM; TERMINATION

Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other party. Upon termination, PATH shall be compensated for all services rendered and costs incurred up to the effective termination date, provided such costs are reasonable and properly documented. The City shall not be liable for any anticipated profits, unperformed services, or other consequential damages beyond the termination date.

This Agreement shall commence on the date hereof and shall continue in effect until the date on which the Project covered by this Agreement has been completed and all obligations of the parties hereunder have been discharged. Subject to any local, state or federal law that may limit its term, this Agreement shall automatically renew upon the same terms and conditions as set forth in this Agreement for four (4) one-year terms unless earlier terminated as provided herein.

Notwithstanding the foregoing, this Agreement shall terminate upon expiration of the term of the Master Agreement (or its earlier termination in accordance with its terms), unless otherwise agreed by the parties in writing.

4.
BUDGET; PAYMENT TERMS

The proposed budget and sources of funding for the design and management of the Project are described in Exhibit B attached hereto. Payment terms for the Project are as described in Exhibit C attached hereto.

5.
DOCUMENTATION AND RECORDS
POINT OF CONTACT

PATH shall provide the City with an updated primary point of contact each year for the duration of this Agreement. This designated individual shall be responsible for coordinating all communications, approvals, and reporting between PATH and the City. PATH shall notify the City in writing of any changes to the designated contact within ten (10) business days of such change.

A. Documentation. PATH will send documentation of the status of the Project in the form and frequency requested by the City Representative. Such documentation shall indicate the progress of specific activities on the Project schedule.

B. Records/Audit. PATH will maintain records and accounts in connection with the performance of this Agreement for a period of three (3) years from the date of completion of the Project. The City Representative shall have the right to examine and copy the records and accounts at all reasonable times, with reasonable advance notification. The City reserves the right to audit such records and accounts at any time during the period commencing on the date of this Agreement and ending 365 days after completion of the Project.

6.
PROJECT SCHEDULE

The preliminary schedule for the Project is described in Exhibit D attached hereto. As adjustments in the Project schedule become necessary, the City and PATH shall cooperate in developing a revision to the Project schedule and amending this Agreement.

7.
SUCCESSORS/ASSIGNS; NO ASSIGNMENT/DELEGATION; NO PERSONAL LIABILITY

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that no party shall be authorized to delegate performance of any of its duties hereunder to any other person or entity, nor shall either party assign any of its rights or remedies under this Agreement to any person or entity, which restriction on assignments and delegations shall apply to those occurring by operation of law, as well as by contract, merger, or consolidation. Any assignment or delegation in breach of this Agreement shall be void. Nothing herein shall be construed as creating any personal liability on the part of any elected officials, officers, directors, employees, or agents of the City or PATH, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

8.
GOVERNING LAW/VENUE

The City shall have the final authority over project approvals, changes, and completion determinations. PATH shall comply with all directives issued by the City regarding project management and execution.

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

This Agreement shall be deemed to have been made and performed in City of Stockbridge, Georgia. For the purpose of venue, all suits or cause of action arising out of this Agreement shall be brought in the courts of Henry County, Georgia.

9.
AMENDMENTS; NOTICES

This Agreement may be modified or amended by the parties in writing. Written notice by one party to the other shall be sent as provided in the Master Agreement.

10.
ENTIRE AGREEMENT

This Agreement and the Master Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof, and no representation (oral or written) not incorporated herein or therein shall be binding on the parties.

11.
SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

12.
TIME OF ESSENCE

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts (each to be considered as an original but all taken together to constitute one and the same agreement) by their authorized representative, on the day and year first written.

PATH FOUNDATION, INC.

By: _____
Signature

(SEAL)

Greta G. deMayo
Printed Name

Executive Director
Title

Date: July 8, 2026

ATTEST:

_____
Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF STOCKBRIDGE, GEORGIA

By: _____
Jayden L. Williams, Mayor

Date: _____

ATTEST:

_____
Cassandra Lester, Interim City Clerk

(SEAL)

Approved as to form:

_____
Quinton G. Washington, City Attorney

EXHIBIT A
PROJECT DESCRIPTION/SCOPE OF WORK

The PATH Design Team (PATH) will provide full professional services for surveying, landscape architecture, engineering, permitting, contract administration, and construction management for the 1.1-mile, ten-foot wide, concrete multi-use trail along Walt Stephens Road. The project begins at the SE corner of Walt Stephens Rd and Monarch Village Way, crosses Walt Stephens at the existing traffic signal, continues east as a 10' sidepath with 5' to 10' landscape buffer, crosses I-75 via existing road bridge, turns into a private property to tie into the programmed trail by the proposed development on Flippen Road.

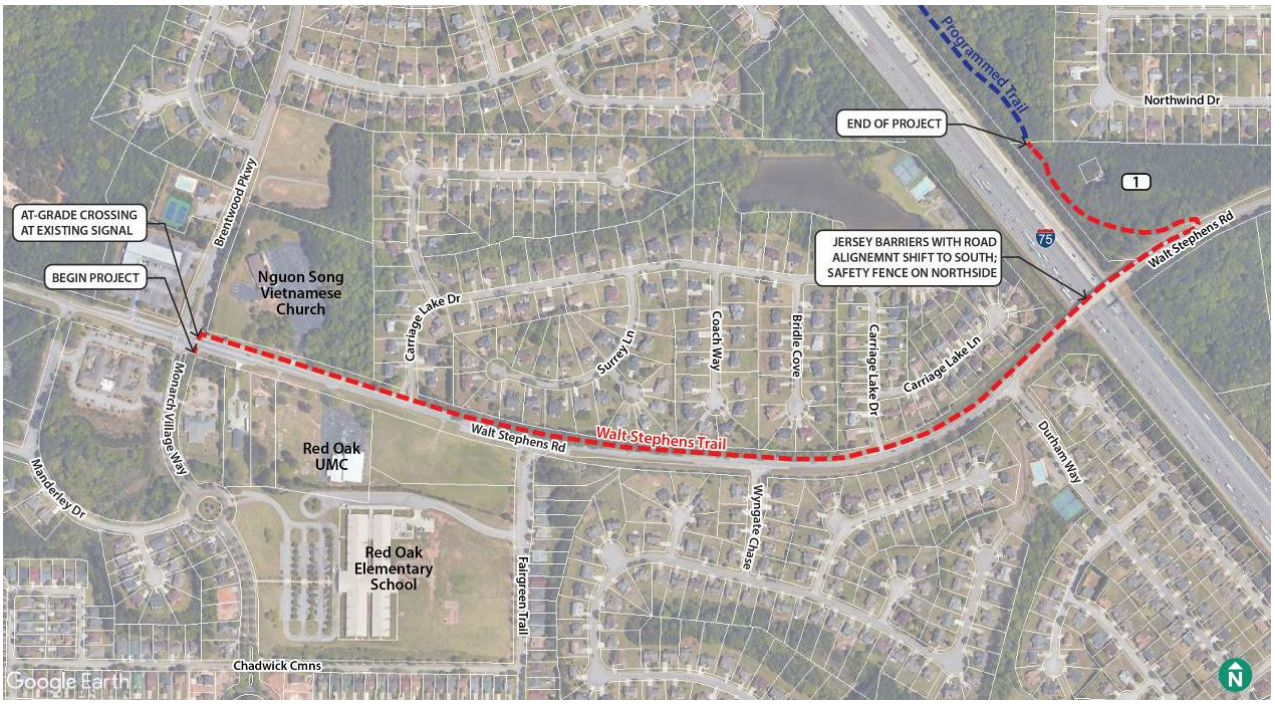


Figure 1 – Walt Stephens Trail Scope Map

TASK 1 – Survey Services:

1a. Topographic/Utility Survey

Upon Notice to Proceed, PATH will coordinate with owner and property stakeholders to send out notification via letters. The project surveyor will conduct a topographic/utility survey of the project areas. The surveying services will be performed to meet the standards for surveying trail corridors. Specific scope of services includes:

- Boundary line verification – research, locate property monumentation, and perform property analysis of approximately forty-one (41) parcels of land for subject project corridor, including research of right-of-way plans.
- topography (2' contours) within the trail alignment locating substantial visible improvements
- stormwater structures top and inverts
- locate visible or marked utilities
- locate trees 10" in diameter and larger within survey corridor.
- streets, sidewalks, and intersections
- existing cut-ins for driveways

- buildings including accessory buildings, small structures
- retaining walls, privacy and security fences
- all site elements
- for the scope area crossing Interstate 75, the project survey will locate the improvements along the top of bridge only, and will not collect field data below the bridge.
- coordination and checking
- underground utility designating (SUE Level B)

1b. Easement Plats and Legal Descriptions

Upon acceptance of the Design Development document (60%) and the easement graphics, the project surveyor will prepare easement plats and legal descriptions for acquiring necessary permanent easements and temporary construction easements. One (1) temporary easement and one (1) permanent easement plat and legal description are anticipated for the parcel below:

Map Key #	Address	Parcel ID	Owner
1	4251 Walt Stephens Rd	031-02007002	MENG TRUST

Task 1 Deliverables:

- AutoCAD/Civil 3D File
- Stamped survey file in pdf format
- Two (2) legal descriptions with exhibit maps (PDF)

TASK 2 – 30% Schematic Design:

Project Kick-off: Upon receiving the project survey, PATH will conduct a virtual project kickoff meeting with PATH's Design Team and City of Stockbridge to review project scope and schedules, discuss important deliverables and design milestones, and address any project concerns.

Recurring Project Meetings: PATH will meet monthly with PATH's Design Team and City of Stockbridge as needed during an anticipated 13-month design duration.

Property Stakeholders Coordination: PATH will coordinate with the City PM to conduct several meetings at design milestones with the private property stakeholder to ensure clear communication of the proposed design. Meetings will be held virtually at the end of schematic design (30% CDs) to collect property stakeholders' feedback, and at the end of design development (60% CDs) for their agreement to the required easement acquisition to complete real estate acquisition.

PATH design team will assist with all meeting materials needed, including PowerPoint presentation(s) and digital/hard copies of design document(s). Easement Plats and Legal Descriptions will be produced based on agreed 60% design and easement graphics. See task 1b.

30% Schematic Design: Utilizing the survey file, PATH will create schematic design drawings including proposed alignment, rough grading, length and location of structures if any, and any amenity areas.

PATH shall prepare 30% Schematic Design Documents as described below:

- Composite Map
- 30% Alignment Construction Plans
- 30% Plan View and Section Graphics

- 30% Cost Estimate

PATH will hold a design review meeting followed by a site meeting as needed with property owners and City of Stockbridge to collect feedback on the schematic design document.

Task 2 Deliverables:

- A 30% CDs submission will be made for review comments, as digital PDF
- Plan view and typical section graphics (.pdf)
- Preliminary easement graphics
- 30% Design Cost Estimate
- PATH/City of Stockbridge Team Meeting – biweekly meetings and unlimited number of electronic messaging (i.e. web conference/ conference call)

Task 3 - 60% Design Development

During 60% Design Development, PATH will conduct on-going coordination with City of Stockbridge and submit progress reports as requested. Each report will include task accomplishments, status of deliverables, and expected upcoming activities. PATH will participate in continued monthly project implementation meetings as requested to discuss key issues or opportunities that arise to keep the project on schedule and within budget.

Based on the acceptance of the 30% Schematic Design documents and the agreed cost estimate, PATH shall prepare 60% Design Development Documents for the project. The documents will further refine and articulate the project elements established in 30% design drawings and address all comments received from the 30% Design Submittal.

3a. Civil Engineering & Hydrological Analysis: PATH design team will prepare construction documents to adhere to the City of Stockbridge policy for stormwater management for public facilities, the department of public works requirements. This trail project falls into the category as a linear transportation project being constructed by the City of Stockbridge, therefore, the stormwater infeasibility report will be submitted to obtain the infeasibility determination by the administrator.

3b. Structural Engineering: PATH design team will provide design and detail for a series of retaining walls on the side of the proposed trail. The proposed retaining walls are assumed to be concrete walls possibly supported by helical piles, to be determined with geotechnical report.

The PATH design team will coordinate with GDOT bridge office to obtain any as-built drawings for the existing Walt Stephens Road bridge over I-75. Assuming the drawings are available, the project structural engineer will provide calculations and details for a new jersey barrier and trail slab on the bridge. Miscellaneous details for maintaining drainage, expansion joints, etc. are assumed. The calculations will be limited to comparing the new loading with the original bridge design capacities. A full re-analysis of the bridge is not anticipated as necessary therefore is excluded in this proposal.

3c. Geotechnical Services: Based on site assessment, six (6) SPT borings are proposed; two for each estimated wall section. The borings will be extended depths of 15 to 20 feet below existing grades or refusal on rock, whichever is shallower. The borings will characterize the soil composition and relative density, as well as the depth of potential unsuitable soils, partially weathered to competent rock or groundwater. The drilling operations will be supervised by our field engineer, who will maintain logs of boring. The boring logs

will indicate the depth, classification, relative density or consistency of the soils encountered, depth to rock or groundwater and any unusual subsurface conditions noted.

Following the field exploration, an engineering report will be prepared outlining the findings of the exploration. The allowable soil bearing pressure of the existing soils and the recommended foundation type and bearing depth will be provided based on the findings of the borings. The recommended lateral earth pressures and coefficient of friction values for the design of the proposed retaining wall structures will be provided. The presence of potentially unsuitable soils which could require undercutting or excavation and replacement or recommendations for deep foundations for the retaining wall foundations will also be discussed.

60% Construction Document Submittal: PATH Design Team shall prepare 60% Construction Documents as described below:

- Project Cover Sheet/ Index/ General Notes
- Composite Map
- Existing Conditions
- Tree Removal and Replacement Plan
- Typical Sections
- Construction Plans (Layout and Grading)
- Construction Details for all trail related work within the scope of the project
- Stormwater Pipe Design and Profiles
- Structural Plans and Details
- Signing and Marking Plans – includes trail signature using the Stockbridge trail sign standard
- Landscape Plans
- Erosion, Sedimentation and Pollution Control Plans with a NPDES Comprehensive Monitoring Program (CMP)

Task 3 Deliverables:

- 60% Design for Construction submission will be made to City of Stockbridge for review comments as digital PDF
- 60% Design for Construction Cost Estimate
- Geotechnical Report
- Calculations for proposed trail and barriers on existing road bridge over I-75
- PATH/City of Stockbridge Team Meeting – monthly meetings and unlimited number of electronic messaging (i.e. web conference/ conference call)

TASK 4 – Permit Coordination:

As a part of the design for construction process, PATH will submit applications necessary for the project to be approved by City of Stockbridge, GDOT and any other public agencies having jurisdiction during the 60% design for construction phase. The PATH team will meet with the review agencies needed to keep the permitting as concise and timely as possible.

4a. Georgia Department of Transportation (GDOT) special encroachment permit

All encroachments within property owned by the Georgia Department of Transportation will be determined within 60% construction documents to prepare all encroachment applications and documents. All permit applications will be submitted prior to 100% Construction Documents. PATH team will submit/manage

GDOT permitting through the Georgia Permit Application System (GPAS) under access permits to generate a permit ID.

This design contract specifically excludes the generation of any plans required to go through the Georgia Department of Transportation Plan Development Process, which is a requirement of most federally funded grants.

Task 4 Deliverables

- PATH shall coordinate with all review comments from City of Stockbridge, GDOT, and any public agencies having jurisdiction of the project and ensure comments are addressed and incorporated into the Issue for Permit Construction Document submittal.

TASK 5 – 100% Construction Documents:

PATH will address all agency and stakeholders' comments to create the 100% Construction Documents that will be issued for final approval and stamped by the required agencies and municipal departments. This process is a negotiation with the municipalities to ensure the permitted set of drawings is constructible, value engineered and not burdened with unnecessary comments and expense from the permitting authorities.

Task 5 Deliverables

- PATH shall create the 100% Construction Documents/Permit Set as per any final review comments to finalize all permitting required for the project
- 100% Cost Estimate

TASK 6 – Bid Assistance:

PATH Design Team will assist the City of Stockbridge with the bidding process, providing a bid item list, description of the scope of work for the City's advertisement purposes, attending one (1) pre-bid meeting, responding to RFIs during the bidding process, and preparing addenda as appropriate. PATH will assist City of Stockbridge in evaluating the contractor's submitted bidding documents and will provide a recommendation for the City's consideration.

TASK 7 – Contract Administration:

PATH will provide construction administration throughout the anticipated 12-month construction timeframe on an hourly rate basis. PATH Design Team will provide construction administration for this project. Tasks include:

- Attending one (1) pre-construction meeting
- Prepare Notice of Intent (NOI) for NPDES permit prior to construction
- Provide 7-day letter as needed
- Coordination with Contractor and Utility Companies
- Attending site meetings and preparing supplemental drawings as needed
- Responding to RFIs during construction phase
- Review and approval of submittals
- Review and approval of Contractor's pay applications
- Review of Contractor's change orders as needed.
- Coordinate and conduct final inspection and prepare final punch item list

- Prepare Notice of Termination (NOT) to end NPDES permit coverage for construction sites once final stabilization is achieved.
- Process project's close out documents.

TASK 8 – Construction Management

PATH will provide construction management services and assign a PATH PM to the project to work alongside City of Stockbridge and lead the project through design, engineering, permitting and construction. These services will bring PATH's knowledge and expertise building trails throughout the southeast to the project. The PATH PM will provide hands-on assistance to manage the project schedule, cost and quality. The goals of the PATH PM will be to reduce overall project costs, assist with contract negotiations, reduce change orders, and eliminate unnecessary scope and costs.

The industry standard value for construction management services is 6% of the construction cost but is provided with no cost to the City of Stockbridge within this scope of services.

Scope Exclusions:

The following services are not included under this Agreement, and will be furnished by others or their agent, as noted:

- 25' State Stream Buffer encroachment application with EPD
- Architectural design or site work associated with proposed facilities (i.e. architectural renderings, sketches, elevations, footings/ foundations, etc.)
- As-built surveys or construction staking
- Easement acquisition fee
- Electrical or mechanical engineering
- Environmental Site Assessment (ESA)
- Flood Study and No-rise Certificate
- Improvements to any existing public rights-of-way or utilities that may be additional requirements by the city that have not been identified elsewhere in this scope and would not exclusively serve the development
- Sanitary sewer and/or water distribution system design
- Services associated with variances, waivers, modifications and/or any relief from local, state or federal regulations
- Services related to air, solid waste, and/or hazardous waste permits
- Services related to noise abatement or endangered species
- Services related to rezoning or annexation of property
- Services requiring FEMA approvals such as CLOMAR; A LOMAR and ASBUILT survey
- Soft-surface Trail Design
- Structural engineering and geotechnical services
- Traffic engineering, signal design, or traffic studies and/or signal warrants
- Variance or Special Use Permits for the development
- Water collections for water quality samples or submittals to NPDES for water quality monitoring reports
- Wetland delineation and Army Corps permitting for disturbance within jurisdictional wetlands
- WFIs and BFIs

EXHIBIT B
BUDGET

Proposed budget and sources of funding for full professional services for surveying, landscape architecture, engineering, permitting, contract administration, and construction management for the 1.1-mile, ten-foot wide, concrete multi-use trail project know as "Walt Stephens Trail". The project begins at the SE corner of Walt Stephens Rd and Monarch Village Way, crosses Walt Stephens at the existing traffic signal, continues east as a 10' sidepath with 5' to 10' landscape buffer, crosses I-75 via existing road bridge, turns into a private property to tie into the programmed trail by the proposed development on Flippen Road.

Budget	**Cost**
Acquisition	$ TBD
P&E	$ 216,835.00
Construction Management	$ **346,440.00*
Construction	$ 2,783,165.00
Total Budget for Project:	**$ 3,346,440.00**
Funding from Transportation Enhancement (GDOT)	$
Funding from Recreational Trails (GDNR)	$
Funding from City of Stockbridge (SPLOST)	$ 3,000,000.00
Other City of Stockbridge Funding	$ 0.00
Funding from PATH Foundation (in-kind)	$ ** 346,440.00*
TOTAL	**$ 3,346,440.00**

**PATH will provide construction management services at no cost to the City (valued at 6% of construction costs).*

EXHIBIT C
PAYMENT TERMS

PATH has agreed to construction management services, as described in Exhibit A, at no cost to the City; provided however, PATH shall be entitled to reimbursement for out-of-pocket costs expended for this Project that have been pre-approved by the City, as may be invoiced in accordance with the provisions of Article III of the Master Agreement.

EXHIBIT D
PROJECT SCHEDULE*

TASK/SERVICE	TIMELINE
Complete Survey	Month 1 - 2
30% Design	Month 3 - 4
Geotech Investigation, Property Stakeholder Review Coordination	Month 5 - 6
60% Design and Permitting Submittal	Month 7 - 9
Permitting Coordination	Month 10
Finalize Permitting, 100% Construction Documents	Month 11 - 13
Advertise for Bid, Award Construction Contract, Issue NTP	Month 14 - 16

**This indicates a general outline of the Project schedule and is subject to change by the parties.*

City of Stockbridge

AGENDA ITEM

MEETING DATE

August 25, 2026

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

FUNDING SOURCE

☐	GENERAL FUND
☐	FUND BALANCE
☐	SPLOST
☐	TSPLOST
☐	CDBG GRANT
☐	GRANT FUNDING
☐	TRAFFIC CAMERA FUNDING
☐	PARTNER/SPONSOR
☐	DEPARTMENT FUND BALANCE
☐	BOND

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works

ITEM/PROJECT/EVENT:

Council Consideration to approve the proposed FY 2027 LMIG list. Presented by: Decius Aaron, Public Works Director.

BACKGROUND INFORMATION:

The Georgia Department of Transportation (GDOT) Local Maintenance & Improvement Grant (LMIG) program provides crucial financial and administrative benefits that allow city and county governments to repair and upgrade their local roadway networks.

SIGNATURES:

CITY MANAGER eSigned via GovOS.com Frank S. Milazi eSigned via GovOS.com Shawn Edmondson

CITY TREASURER eSigned via GovOS.com Quinton Washington

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☑ N/A

AMOUNT:

$0

ATTACHMENTS: ☑

ITEM/PROJECT/EVENT:

The 2027 Local Maintenance and Improvement Grant (LMIG) program will resurface 29 roads spanning a total of 5.30 miles.

STAFF RECOMMENDATION:

Public Works recommends approval.

eSigned via GovOS.com

Decius T. Aaron

FY 2027 LMIG LIST

Street	From Road	To Road	Subdivision	Miles
ALLISON COURT	AMANDA COURT	Cul-De-Sac	OAK HILL	0.1
AMANDA COURT	EAST ATLANTA ROAD	Cul-De-Sac	OAK HILL	0.6
BROOKSTONE WAY	EAGLE WAY	BANKS ROAD	EAGLE RIDGE	0.05
BUSINESS CENTER DRIVE	E.L. PARKWAY	PARKING LOT		0.2
CARRERA ROAD	FLIPPEN ROAD	EAGLE WAY	EAGLE RIDGE	0.2
CHERRIE LANE	DANIEL DRIVE	DOBBINS DRIVE		0.1
CLIFFORD COURT	ADRIAN DRIVE	OLD ATLANTA ROAD	WILDWOOD ESTATES	0.2
COLLIER ROAD	OLD CONYERS ROAD	DEAD END		0.4
CREEK MOOR WAY	SPRINGWOOD VALLEY ROAD	MOSSY BROOK DRIVE	SPINGWOOD VALLEY	0.1
DOBBINS DRIVE	DANIEL DRIVE	CITY LIMIT SIGN		0.3
EAGLE COURT	EAGLE WAY	Cul-De-Sac	EAGLE RIDGE	0.05
EAGLE WAY	Cul-De-Sac	Cul-De-Sac	EAGLE RIDGE	0.7
GRAND OAKS COURT	GRAND OAKS WAY	Cul-De-Sac	GRAND OAKS	0.05
GRAND OAKS WAY	FLIPPEN ROAD	Cul-De-Sac	GRAND OAKS	0.2
HILLANDALE DRIVE	VALLEY HILL ROAD	GROVE HILL DRIVE	VALLEY HILL STATION	0.1
JULIE LANE	ADRIAN DRIVE	ADRIAN DRIVE	WILDWOOD ESTATES	0.2
MISTY GLEN	MOSSY BROOK DRIVE	Cul-De-Sac	SPINGWOOD VALLEY	0.05
NORTHWIND PLACE	NORTHWIND DRIVE	Cul-De-Sac	NORTHWIND	0.05
NORTHWIND WAY	NORTHWIND DRIVE	Cul-De-Sac	NORTHWIND	0.05
OLD STAGECOACH ROAD	VALLEY HILL ROAD	DEAD END		0.6
SLIVERBELL COURT	DEERWOOD DRIVE	Cul-De-Sac	WINDSONG PLANTATION	0.05
SPRINGWOOD VALLEY ROAD	DAVIS ROAD	Cul-De-Sac	SPINGWOOD VALLEY	0.2
TRESTLE COURT	GROVE HILL DRIVE	Cul-De-Sac	VALLEY HILL STATION	0.05
VALLEY VIEW	MOSSY BROOK DRIVE	Cul-De-Sac	SPINGWOOD VALLEY	0.05
VALLEYDALE DRIVE	VALLEY HILL ROAD	Cul-De-Sac	VALLEY HILL STATION	0.1
VILLAGE CIRCLE	Cul-De-Sac	VILLAGE LANE	ARBOR COVE VILLAGES	0.3
VILLAGE LANE	FLIPPEN ROAD	VILLAGE CIRCLE	ARBOR COVE VILLAGES	0.1
VILLAGE LANE	FLIPPEN ROAD	VILLAGE CIRCLE	ARBOR COVE VILLAGES	0.1
VILLAGE WAY	VILLAGE CIRCLE	Cul-De-Sac	ARBOR COVE VILLAGES	0.05

TOTAL MILAGE= 5.30

City of Stockbridge

AGENDA ITEM

MEETING DATE

August 25, 2026

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☐	DEPARTMENT FUND BALANCE
☐	BOND

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works

ITEM/PROJECT/EVENT:

Council Consideration to approve the award of ITB (Invitation to Bid) NO: 2026-0010 for the City's Landscape Maintenance Services to Gibson Landscape Services, LLC. The contract commencement date is October 1, 2026.

BACKGROUND INFORMATION:

The Public Works Department requests approval to award a fixed contract to Gibson Landscape Services, LLC in the annual amount of $159,732.00. Funding Source: $107,520.00 from account number 100-15650-522219 (Landscaping) in the Government Buildings budget and $52,212.00 from account number 565-61800-522219 (Landscaping) in the Amphitheater budget.

SIGNATURES:

CITY MANAGER eSigned via GovOS.com Frank S. Milazi eSigned via GovOS.com Shawn Edmondson

CITY TREASURER eSigned via GovOS.com Quinton Washington

CITY ATTORNEY _____

☑ FINANCIAL IMPACT ☐ N/A

AMOUNT:

$159,732.00

ATTACHMENTS: ☑

ITEM/PROJECT/EVENT:

The annual landscaping program includes multiple sites and locations within the City.

STAFF RECOMMENDATION:

The Public Works Department is requesting City Council's approval of the competitively solicited contract pursuant to Request For Proposals (RFP) No. 2026-0010, City of Stockbridge Landscape Maintenance Services with Gibson Landscape Services, LLC, and the City of Stockbridge, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the agreement.

The Contract has an initial fifteen (15) month term, with the option to renew for four (4) additional twelve-month renewable options, with such options in the City's sole discretion.

The Procurement Division solicited Request for Proposals (RFP) No. 2026-0010, for the Landscape Maintenance Services in accordance with the City's Ordinance and the State of Georgia Code.

Request for Proposals (RFP) No. 2026-0010 opened on Wednesday, June 24, 2026 and closed on Friday, August 7, 2026.

A total of six (6) vendors submitted proposals (Gibson Landscape Service LLC, Greenwood Group, Mariani Enterprises, LLC d/b/a Ed Castro Landscape, Russell Landscape Group -Sugar Hill GA, United Land Services, and Yellowstone Landscape). Each were determined to be in the competitive range.

The Evaluation Committee evaluated each proposal, and according to their assessment of the criteria listed within the Request For Proposals, Gibson Landscape Service, LLC, was ranked the highest, most responsible and responsive Proposer.

Public Works recommends approval.

eSigned via GovOS.com

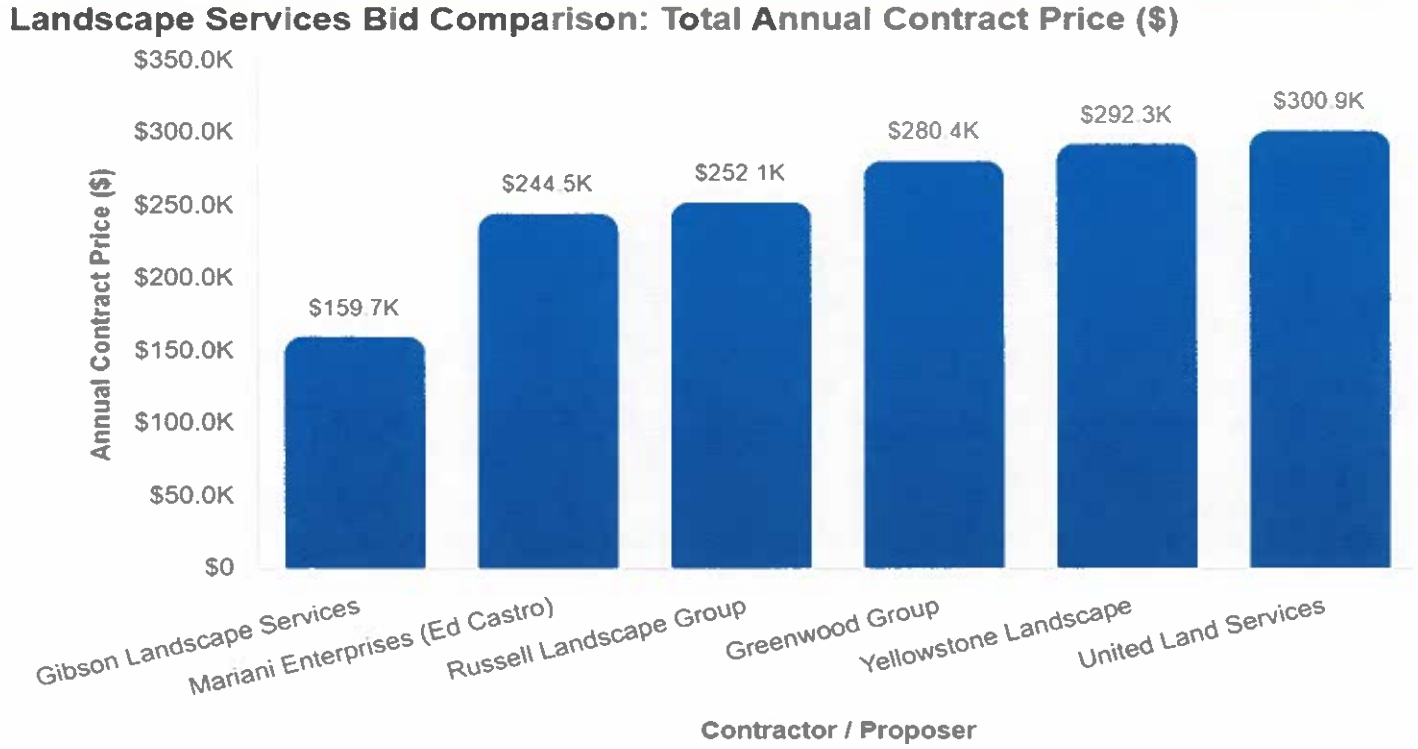
Decius T. Aaron

LANDSCAPING RFP

ANALYSIS

Ranking By Cost

Rank	Contractor	Cost	Variance (Dollars)	Variance Percentage
1	Gibson Landscape Services, LLC	$159,732.00	$0.00	Baseline
2	Mariani Enterprises, LLC. dba Ed Castro Landscape	$244,515.00	+$84,783.00	+53.08%
3	Russell Landscape Group - Sugar Hill, GA	$252,118.44	+$92,386.44	+57.84%
4	Greenwood Group	$280,437.00	+$120,705.00	+75.57%
5	Yellowstone Landscape	$292,320.00	+$132,588.00	+83.01%
6	United Land Services	$300,900.27	+$141,168.27	+88.38%



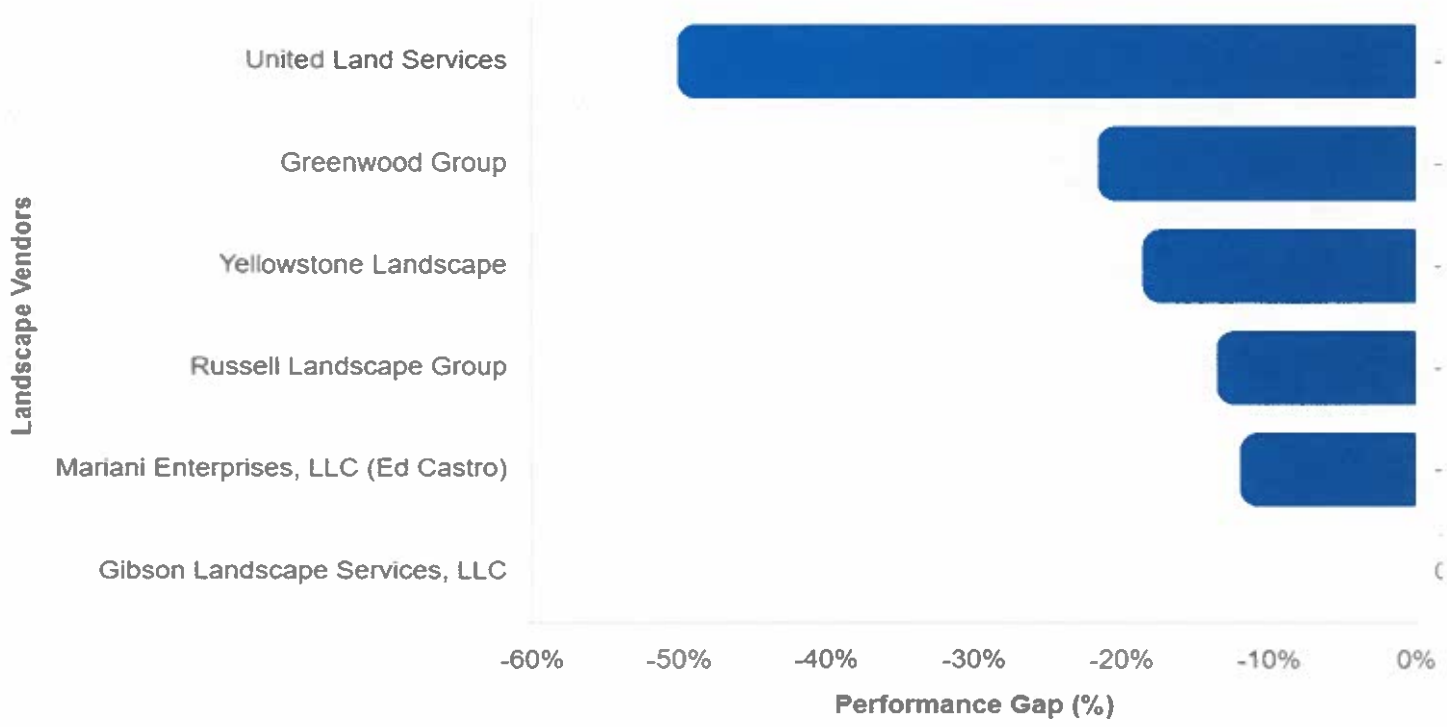
LANDSCAPING RFP

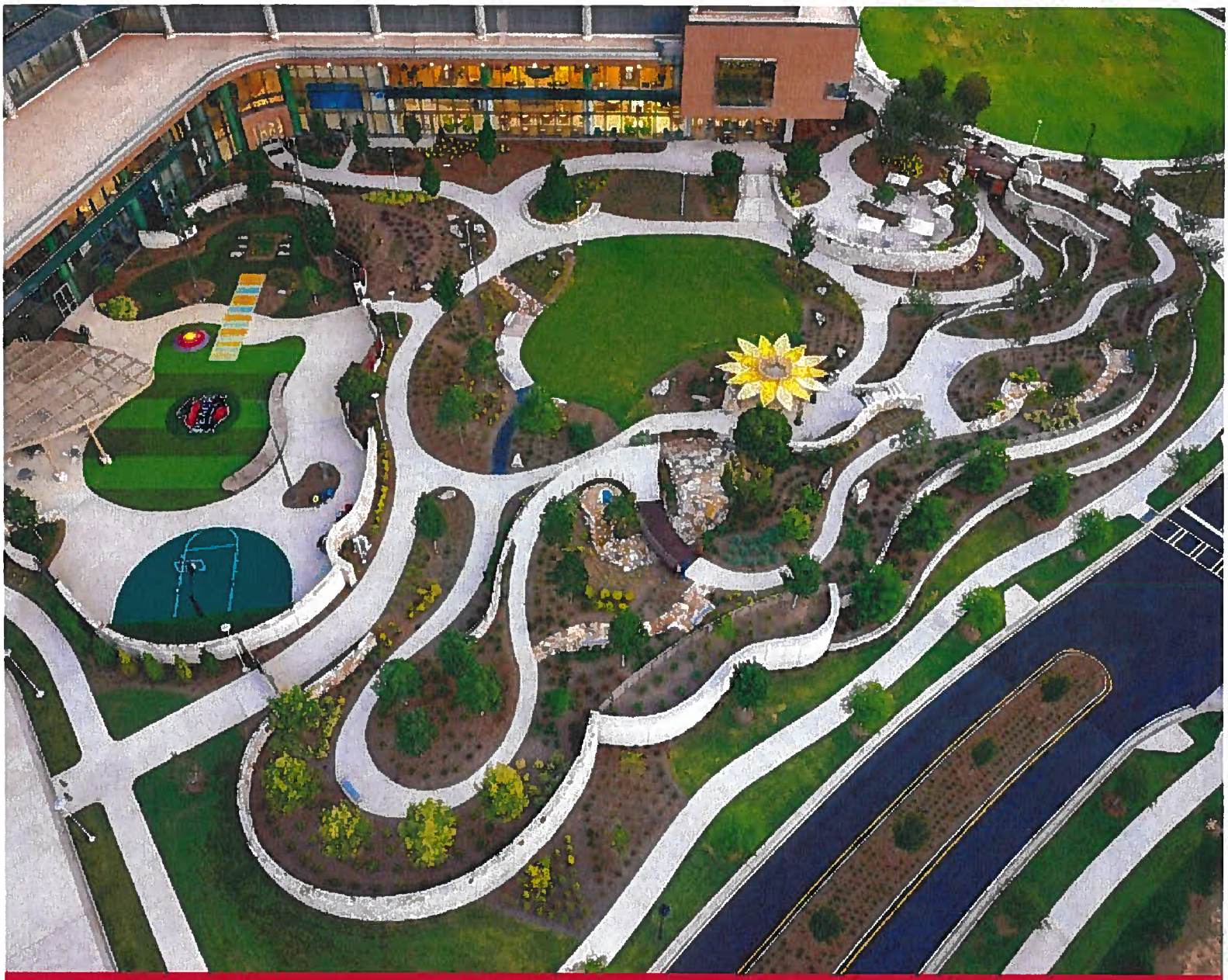
ANALYSIS

Ranking By Score

Rank	Contractor	Score	Variance	Variance Percentage
1	Gibson Landscape Services, LLC	86.80	0.00	Baseline
2	Mariani Enterprises, LLC. dba Ed Castro Landscape	76.46	-10.34	-11.91%
3	Russell Landscape Group - Sugar Hill, GA	75.08	-11.72	-13.50%
4	Yellowstone Landscape	70.72	-16.08	-18.53%
5	Greenwood Group	68.08	-18.72	-21.57%
6	United Land Services	43.34	-43.46	-50.07%

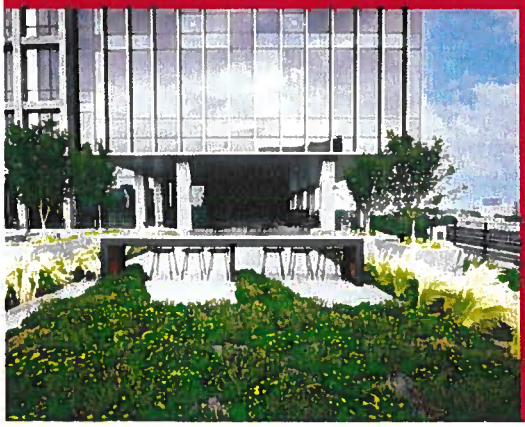
Landscape Contract Bid Evaluation: Variance From Top Proposal (%)





GIBSON
LANDSCAPE

TECHNICAL PROPOSAL FOR CITY OF STOCKBRIDGE LANDSCAPE SERVICES





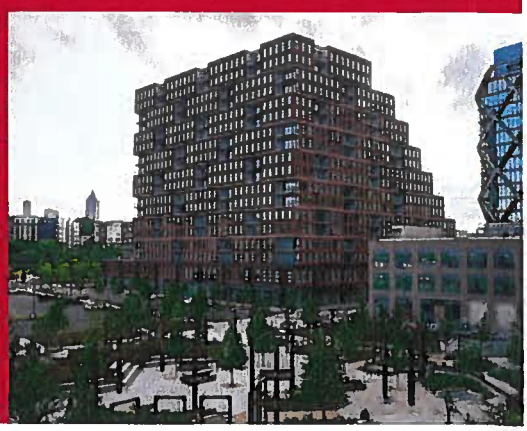


TABLE OF CONTENTS

01 — COVER/TRANSMITTAL LETTER
WITH OVER 27 YEARS IN THE LANDSCAPE MAINTENANCE INDUSTRY, WE ARE DEDICATED TO QUALITY AND CUSTOMER SATISFACTION.

02 — EXECUTIVE SUMMARY
WE BELIEVE THAT LANDSCAPE MAINTENANCE IS ALL ABOUT SERVING THE NEEDS OF POEOPLE WHILE ALSO CREATING BEAUTIFUL SPACES.

03 — STATEMENT OF QUALIFICATION
A MULTIDISCIPLINARY CONTRACTOR SPECIALIZING OM BUILDING AND MAINTAINING HIGH-QUALITY COMMERCIAL LANDSCAPES.

04 — TEAM BIOGRAPHIES
OUR TEAM IS WELL-TRAINED AND HIGHLY DEDICATED TO MEETING THE NEEDS OF OUR CLIENTS.

05 — TECHNICAL APPROACH
WE KICK OFF SERVICES WITH OUR JOB START-UP MEETING AND WALK-THRU, WHERE WE INTRODUCE OUR TEAM AND WALK EACH PROPERTY WITH YOUR REPRESENTATIVE.

06 — SAFETY
OUR .65 EXPERIENCE MODIFICATION RATE BY INSURERS CONFIRMS THAT GIBSON IS AMONG THE SAFEST OPERATING COMPANIES IN THE LANDSCAPE INDUSTRY.

07 — REFERENCES
OUR CLIENTS HAVE ALWAYS BEEN WILLING TO DISCUSS THEIR SATISFACTION WITH THE QUALITY OF OUR WORK.

GIBSON LANDSCAPE SERVICES, LLC

404.537.4200
bparker@gibsonls.com
11395 Old Roswell Rd
Alpharetta, GA 30009

RE: Gibson Cover/Transmittal Letter

Dear Ms. Cooley & Mr. Andrews,

Gibson Landscape Services, LLC. is leading private-owned landscape services firm in metro Atlanta. Gibson formed during 1998 in Jonesboro, GA by owner Tony Gibson - who earned $10K mowing lawns & doing landscape construction. His business grew to $1M in just 18 months. Our headquarters now in Alpharetta. We operate in Georgia from our building in Alpharetta, and locations in Norcross and Hapeville. Our construction division keeps an office in Nashville.

Company HQ & address for correspondence: 11395 Old Roswell Road, Alpharetta, GA 30009

We will manage the City of Stockbridge from our large warehouse in Hapeville. Hapeville branch address & City's main Gibson contact/contact numbers:

3415 Empire Boulevard, Atlanta, GA 30354
Senior Account Executive Chris Zaboth, 404-537-4200 (office), 470-602-3385 (cell)

As VP of Business Development, I am able to execute contracts and sign this proposal.

Best Regards,

Bart Parker, VP Business Development

EXECUTIVE SUMMARY

Please refer to Section 3 - STATEMENT OF QUALIFICATIONS, for more details on Gibson Landscape Services background, licenses and services. See Section 4 - TEAM BIOGRAPHIES, for complete details on key personnel.

Our Gibson Maintenance Team is headed by Kevin Wilhoit, who holds a degree in golf course management from Coastal Carolina University. Kevin has worked in the professional landscape industry the past 20 years, previously working 10 years in golf course management.

The Senior Account Manager who will be your Gibson contact is Chris Zaboth, a U.S. Marine who has worked in the commercial landscape industry the past 22 years. Chris and our gardeners who will maintain the City of Stockbridge facilities operate from our Hapeville Warehouse, at 3415 Empire Boulevard, Atlanta, GA 30354.

Other key team members include:
-Scott Carter, one of the leading landscape designers in Georgia, who leads a skilled enhancement team. Scott uses digital imaging as a tool to design enhancements.
-Irrigation manager Michael Garrow, who has worked in irrigation the past 12 years and is knowledgeable managing 2-Wire, Traditional/Conventional, Baseline & Rainbird IQ systems. Michael leads a 4-person irrigation team.
-Certified Arborist, Brian McGinty, who also holds ISA Tree Risk Assessment Qualification certification (see certificates, next page).
-VP for Business Development, Bart Parker, is a LEED Green Associate and is knowledgeble regarding all aspects of operating landscape services in a sustainable manner.

EXECUTIVE SUMMARY - LICENSES

The International Society of Arboriculture

Hereby Announces That

Brian McGinty

Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

17 January 2023	30 June 2026	GO-0038A
Issue Date	Expiration Date	Certification Number

ANAB
ACCREDITED
PERSONNEL CERTIFICATION BODY
ISA Certified Arborist

The International Society of Arboriculture

Hereby Announces That

Brian McGinty

Has Earned the Credential

ISA Tree Risk Assessment Qualification®

By successfully meeting ISA Tree Risk Assessment Qualification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

31 May 2024	31 May 2029
Issue Date	Expiration Date

GIBSON
LANDSCAPE

STATEMENT OF QUALIFICATION

GIBSON IS A MULTIDISCIPLINARY SPECIALTY CONTRACTOR SPECIALIZING IN BUILDING AND MAINTAINING HIGH-QUALITY COMMERCIAL CONCRETE, HARDSCAPES, AND GROUNDS MAINTENANCE FOR ARCHITECTS, OWNERS AND PROPERTY MANAGERS THROUGHOUT THE SOUTHEASTERN UNITED STATES.

ANNUAL VOLUME
50 MILLION

EMR
.65

NATIONAL RANKING
TOP 100 US LAWN AND LANDSCAPE
TOP 150 LANDSCAPE MANAGEMENT
TOP 600 US ENR SPECIALTY CONTRACTOR
TOP 5 ATLANTA BUSINESS CHRONICLE

SERVICES
PRECONSTRUCTION SERVICES, SITE CONCRETE FOUNDATIONS, RETAINING WALLS, DECORATIVE CONCRETE, WATER FEATURES, LANDSCAPE INSTALLATION, IRRIGATION, PAVERS, DRAINAGE, SITE PAVING, SITE ELEMENTS, ARTIFICIAL TURF, GROUNDS MAINTENANCE, SEASONAL COLOR

OFFICE LOCATIONS
11395 OLD ROSWELL RD ALPHARETTA GA 30009 404.537.4200
3415 EMPIRE BLVD SW ATLANTA GA 30354 404.537.4200
1316 ADAMS ST. STE 220 NASHVILLE, TN 37208

LEADERSHIP
TONY GIBSON – PRESIDENT
CAITLIN HEISEY – VICE PRESIDENT
ROBERT REICH – VICE PRESIDENT

STATES W/ COMPLETED/IN PROGRESS PROJECTS
AL, GA, KY, NC, OH, OK, SC, TN, VA

SURETY + FINANCE
AUDITED FINANCIALS 20+ YEARS
3MM LINE OF CREDIT
TRAVELERS - 50MM SINGLE 100MM AGGREGATE

LICENSURE + MEMBERSHIPS
GENERAL CONTRACTOR LICENSES
GEORGIA - GCCO06780
TENNESSEE - BC-B75299
ALABAMA - ALGC-S41579
GDOT 14099
GA18032

MAINTENANCE TEAM BIO



TONY GIBSON - PRESIDENT

Tony founded Gibson Landscape in 1998 with $10k saved from years of cutting lawns and working in landscape construction. Inspired by his passion for transforming outdoor spaces, he started with small projects for friends and family. By word of mouth referrals and commitment to quality, the company grew rapidly; reaching over $1M in 18 months. This success marked the beginning of a company dedicated to excellence. Tony and his wife of 27 years have 4 daughters. He enjoys Braves baseball and being outside.



KEVIN WILHOIT - DIRECTOR OF MAINTENANCE

Kevin is a graduate of Coastal Carolina University and has been working in commercial landscape for close to 20 years. He has 10 years of experience in golf course management so let's just imagine how great your turf will look. Kevin is married with two kids, a boy and a girl, and two slightly spoiled dogs. He's really good at building relationships and outstanding customer service. In his time off, he enjoys golf with is wife and spending time with famiy.



BART PARKER - DIRECTOR OF SALES

Bart is a graduate of UGA and a LEED Green Associate. He has worked in the landscape industry for 38 years and enjoys the teamwork and excitement of the sales process. He takes pride in showing off our people and our great work. Bart has been married to Beth for 42 years, has 4 successful boys, one very fun grandson and a granddaughter on the way. In his extra time he enjoys cycling and sailing Hobie Cat along the Georgia Coast.



CHRIS ZABOTH - ACCOUNT EXECUTIVE

Chris is a veteran who proudly served as a US Marine for 4 years. He has 23 years of experience in landscape maintenance and hardscapes. Chris is your Go-To-Guy, confidently working directly with owners and property managers to insure expectations are exceeded. He has 4 children from 22 down to 14 and enjoys spending his off days on his family's small hobby farm in South Georgia; being with neighbors and other farmers in their small community.



SCOTT CARTER - ENHANCEMENT DESIGNER

Scott started in the maintenance industry when he was just 15 and has worked his way up that ladder to be one of the best designers around. He and his wife of 37 years have 4 grown children; Nicholas, Haley, Zoe & Lily. Scott operates the kitchen at their church and looks forward to working revival each year. He enjoys hiking and has trekked up the Swiss Alps, the Inca Trail in Peru to Machu Picchu and next year will climb Kilimanjaro. See? Consistently climbing.

TECHNICAL APPROACH

Once all contractual arrangements are settled, we will initiate services by holding a JOB START-UP MEETING. At the Job Start-up Meeting, we will:

1. Introduce Sr. Account Exec. Chris Zaboth to City of Stockbridge team members.
2. Discuss City of Stockbridge expectations regarding the grounds maintenance.
3. Walk each of the City of Stockbridge facilities with Stockbridge landscape rep.
4. Prepare site assessment for each location, including punchlist items for crew to address.
5. Provide photographic report on punchlist items to the City of Stockbridge.

At the appropriate time during our initial service, our irrigation team will go through the irrigation system at each location and prepare a report on the condition of each system, whether repairs needed. In some cases, repairs may need to be performed before we can test the system (where there is main-line break, zone-line break or electrical problems.)

Our arborist, Brian McGinty, will go through each location and assess the condition of trees on the properties. He will provide an Arbor Notes report compiling his assessments.

Punchlist items from the Job Start-up Meeting site assessment may include recommendations for enhancements. These items will be addressed by Scott Carter, our designer, who will prepare a proposal, sometimes including digital imaging, to communicate his design. Your account manager, Chris Zaboth, typically prepares proposals that don't require a design.

Based on the volume of work the City of Stockbridge facilities reflect, we will conduct monthly site assessments on the properties. We prefer that a team member from the City of Stockbridge attend the monthly landscape walks where we conduct these assessments. This way we get input on City priorities and also the City is kept informed about the issues we are addressing.

Once per quarter, our Director of Maintenance Kevin Wilhoit will participate in the site assessment walkthrough. By means of the week-to-week interaction between our account manager and your landscape representative, plus by interaction during the monthly walks, communication is maintained between Gibson & the City. The reports provide a written/pictorial record of issues discussed or addressed.

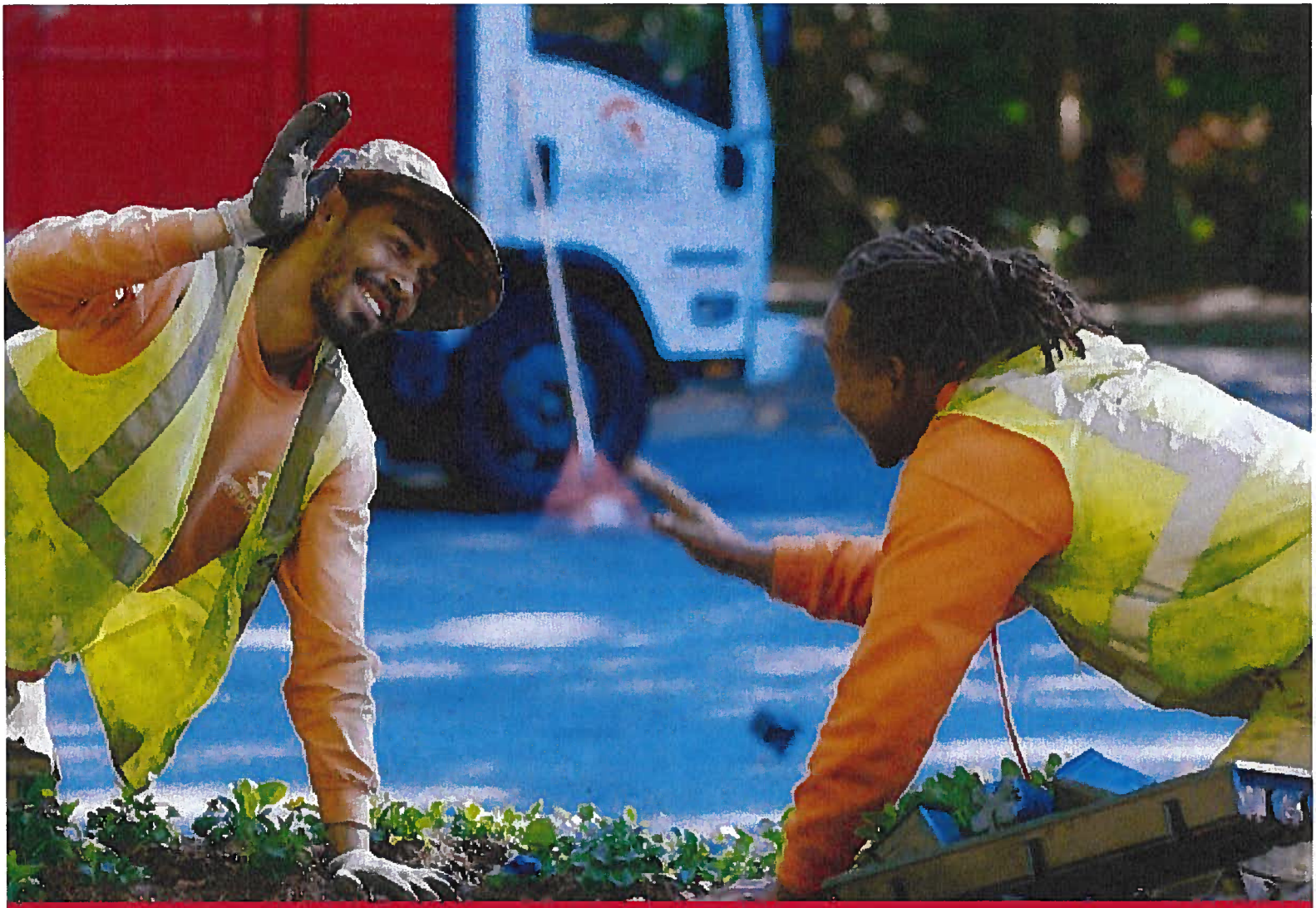
On the following page is a Frequency Chart that provides a thumbnail sketch of the services our team will perform each month over the course of the year, including the frequency of each task, by month.

GIBSON
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TECHNICAL APPROACH, SERVICES

Frequency of Landscape Management Services														
Primary Warm Season Turf Maintenance	**As Needed**	**J**	**F**	**M**	**A**	**M**	**J**	**J**	**A**	**S**	**O**	**N**	**D**	**TOTAL**
Mow				1	3	5	4	4	5	4	3	2	1	32
Trim				1	3	5	4	4	5	4	3	2	1	32
Edge (Hard and Soft Lines)				1	3	5	4	4	5	4	3	2	1	32
Pre-emergent Weed App.			1						1					2
Post-emergent Weed App.	X	1		1		1					1			4
Disease Control	X													
Backpack Blowing				1	3	5	4	4	5	4	3	2	1	32
Insect Control	X							1						1
Fertilizer			1		1		1	1	1			1		6
Secondary Turf Maintenance	**As Needed**	**J**	**F**	**M**	**A**	**M**	**J**	**J**	**A**	**S**	**O**	**N**	**D**	**TOTAL**
Maintenance Visits														
Shrub Maintenance	**As Needed**	**J**	**F**	**M**	**A**	**M**	**J**	**J**	**A**	**S**	**O**	**N**	**D**	**TOTAL**
Pruning	X				1	1	1	1	1	1				6
Perennial Cut Back			1											1
Fertilize Trees and Shrubs												1		1
Insect & Disease	Apply At First Sign of Infestation- As Needed													
Weed Control -Beds	X	1	1	1	2	4	4	4	4	4	4	2	1	32
Weed Control - Parking Lot	X	1	1	1	2	4	4	4	4	4	4	2	1	32
Backpack Blowing		1	1	1	2	4	4	4	4	4	4	2	1	32
Tree Maintenance	**As Needed**	**J**	**F**	**M**	**A**	**M**	**J**	**J**	**A**	**S**	**O**	**N**	**D**	**TOTAL**
Insect Control	X													
Trimming up to 12 Feet	X	1												1
Misc. Maintenance	**As Needed**	**J**	**F**	**M**	**A**	**M**	**J**	**J**	**A**	**S**	**O**	**N**	**D**	**TOTAL**
Aeration										1				1
Mulch application			1					1						2
Seasonal Color					1						1			2
Bedline Trenching		1												1
Trash and Debris Removal		4	4	4	4	5	4	4	5	4	4	4	4	50
Irrigation Start-UP					1									1
Irrigation Shut-Down												1		1
Irrigation Inspections					1	2	2	2	2	2	2	1		

GIBSON
LANDSCAPE



SAFETY

CREATING A SAFE WORKING ENVIRONMENT IS CRUCIAL AT GIBSON LANDSCAPE, ESPECIALLY WHEN OPERATING ON SUCH LARGE-SCALE PROPERTIES. WE PRIDE OURSELVES ON MAINTAINING A PERFECT SAFETY RECORD; DEMONSTRATING A COMMITMENT TO THE WELL-BEING OF OUR EMPLOYEES, CLIENTS AND THE PEOPLE OF ATLANTA AND NASHVILLE. THAT MEANS NO SURPRISES FOR YOU. WE SIMPLY DON'T OVERLOOK ON-THE-JOB SAFETY.

WE ARE DEDICATED TO ENSURING THAT OUR EQUIPMENT IS REGULARLY MAINTAINED AND INSPECTED. FURTHERMORE, WE COLLABORATE WITH ANY ON-SITE CONTRACTORS TO ALIGN SAFTEY MEASURES WITH THE OVERALL SAFETY STANDARDS OF EACH PROPERTY.

OUR ZERO INJURY RECORD TRANSLATES INTO CLIENT SATISFACTION, MAKING OUR CLIENTS CONFIDENT IN THE PROFESSIONALISM AND RELIABILITY OF OUR COMPANY. ADDITIONALLY, CONTINUOUS IMPROVEMENTS IN SAFETY MEASURES, INCLUDING ON-SITE TRAINING AS WELL AS IN THE OFFICE, ALONG WITH CERTIFICATIONS, AND SAFE PRACTICES ENABLE US TO CONFIDENTLY OFFER UP THAT FLAWLESS SAFETY RECORD. YOU CAN COUNT ON US. IT'S JUST THAT SIMPLE.







EDUCATION | HEALTHCARE | INDUSTRIAL | OFFICE | PUBLIC RECREATION



FOURTH WARD

ATLANTA, GA

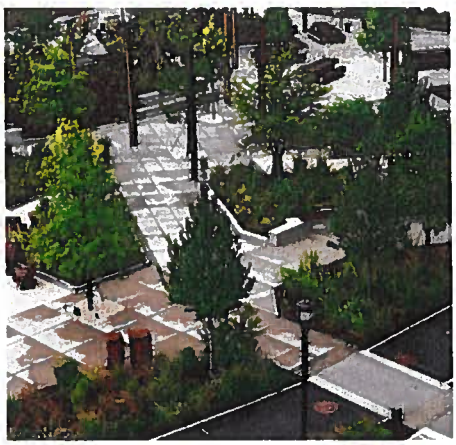
CORPORATE CAMPUS

SITTING ALONGSIDE ATLANTA BELTLINE'S EASTSIDE TRAIL, GIBSON WAS SELECTED AS THE MAINTENANCE PROVIDER FOR THIS IMPRESSIVE ONE MILLION SQUARE FOOT CAMPUS. WITH OVER 33, 000 UNITS OF PLANT MATERIAL, WE HAVE A DEDICATED GARDENER ON SITE DAILY.

OUR SERVICES AT THIS LOCATION INCLUDE: SEASONAL COLOR, WEEKLY GROUNDS MAINTENANCE, WATER MANAGEMENT, WEEKLY TURF CARE, HAND PRUNING AND FERTILIZATION ALONG WITH A DEDICATED DAILY GARDENER

AS ATLANTA NATIVES, IT HAS BEEN A BLESSING TO BE PART OF THE TRANSFORMATION OF THIS SPACE AND TO NOW DILIGENTLY CARE FOR THE PROPERTY EACH WEEK.









HEALTHCARE CAMPUS

CHILDREN'S HEALTHCARE OF ATLANTA

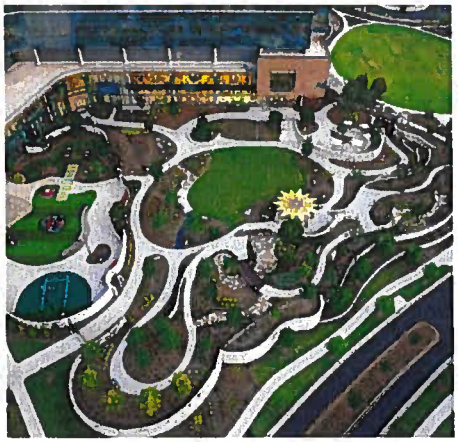
BROOKHAVEN, GA

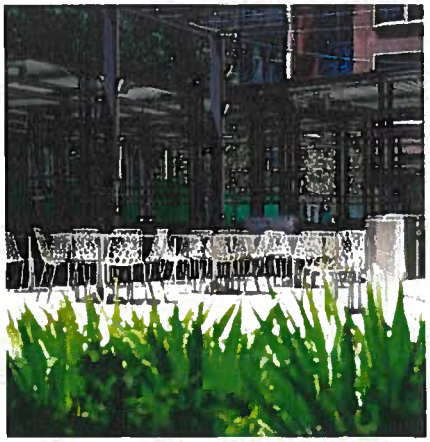
GIBSON PROVIDES GROUNDS MANAGEMENT SOLUTIONS FOR THE 70+ ACRE SUPPORT CENTER, CENTER FOR ADVANCED PEDIATRICS, AND NEW ARTHUR M BLANK HOSPITAL OF CHILDREN'S HEALTHCARE IN BROOKHAVEN.

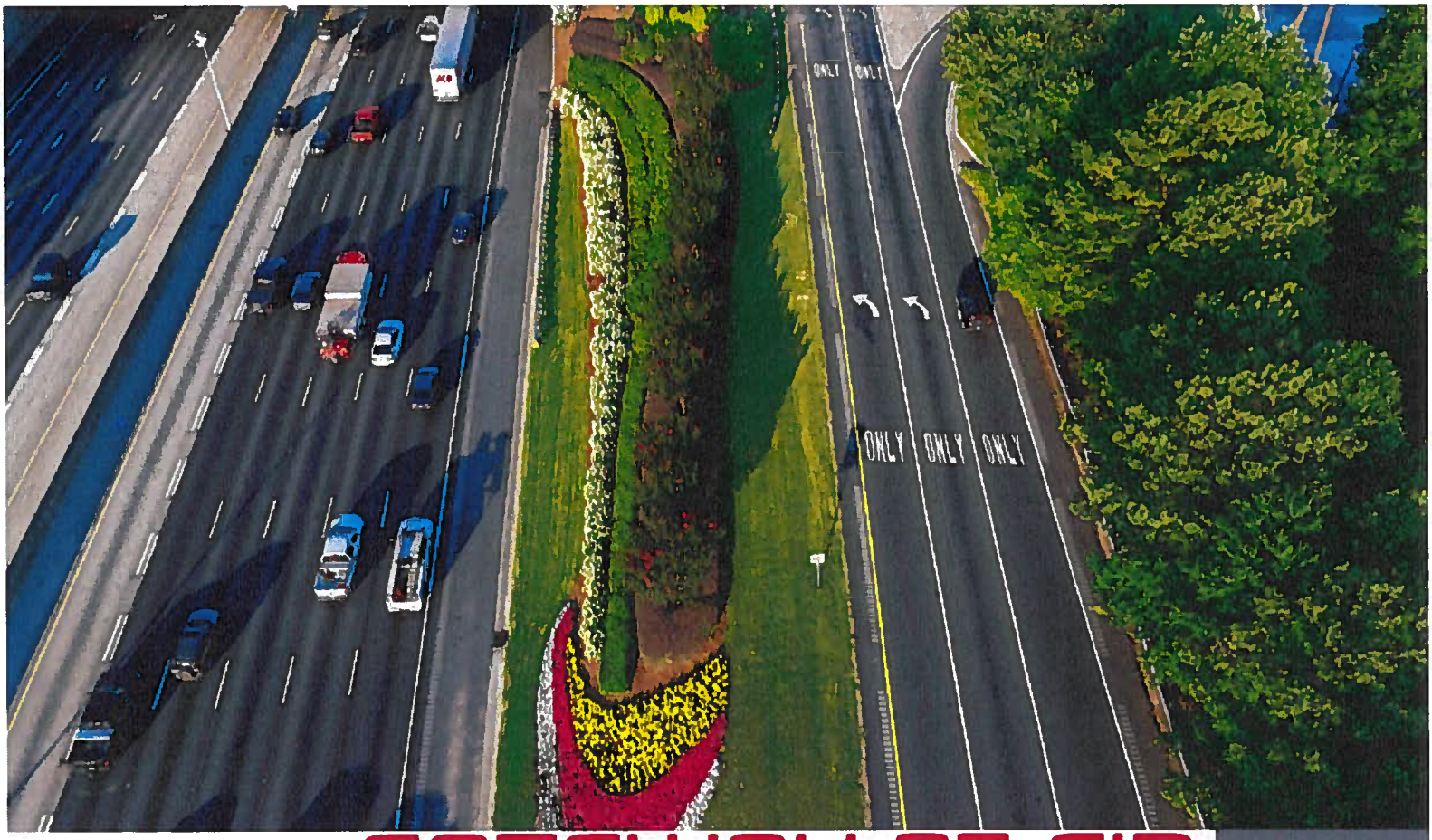
OUR SERVICES INCLUDE: SEASONAL COLOR, WEEKLY GROUNDS MAINTENANCE, WATER MANAGEMENT, HAND PRUNING AND FERTILIZATION ALONG WITH A DEDICATED DAILY GARDENER.

OUR DETAIL ORIENTED CREWS ARE NOT ONLY DEDICATED TO THE SUPPORT CENTER, BUT ALL CHILDREN'S FACILITIES THROUGHOUT THE ATLANTA AREA.









GATEWAY 85 CID

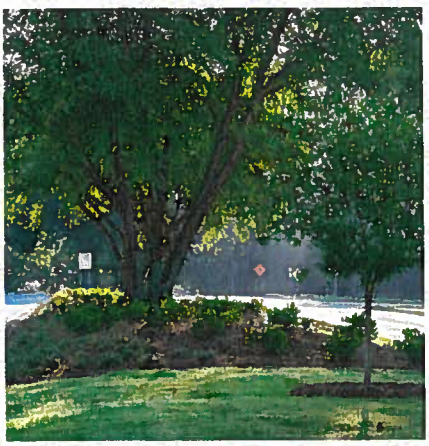
NORCROSS, GA

GATEWAY 85 CID IS A 14 SQUARE MILE AREA SPANNING THE I-85 CORRIDOR ABOUT 1 MILE NORTH OF I-285. GATEWAY 85 IS ONE OF THE STATES LARGEST CIDS; REPRESENTING OVER 550 BUSINESS OWNERS AND MORE THAN $1.7 BILLION IN COMMERCIAL PROPERTY.

OUR SERVICES INCLUDE: SEASONAL COLOR, CONTINUAL ROADSIDE IMPROVEMENTS WITH CONSTANT ENHANCEMENTS/UPDATES/DESIGN AND INSTALLATIONS, DAILY MAINTENANCE, PRUNING, FERTILIZATION AND WATER MANAGEMENT.

GIBSON FOCUSES ON LANDSCAPE INSTALLATION AND MAINTENANCE EFFORTS TO ENSURE THAT THE DISTRICT IS BOTH BEAUTIFUL AND SAFE FOR RESIDENTS AND BUSINESS OWNERS ALIKE.

COMMUNITY DISTRICT







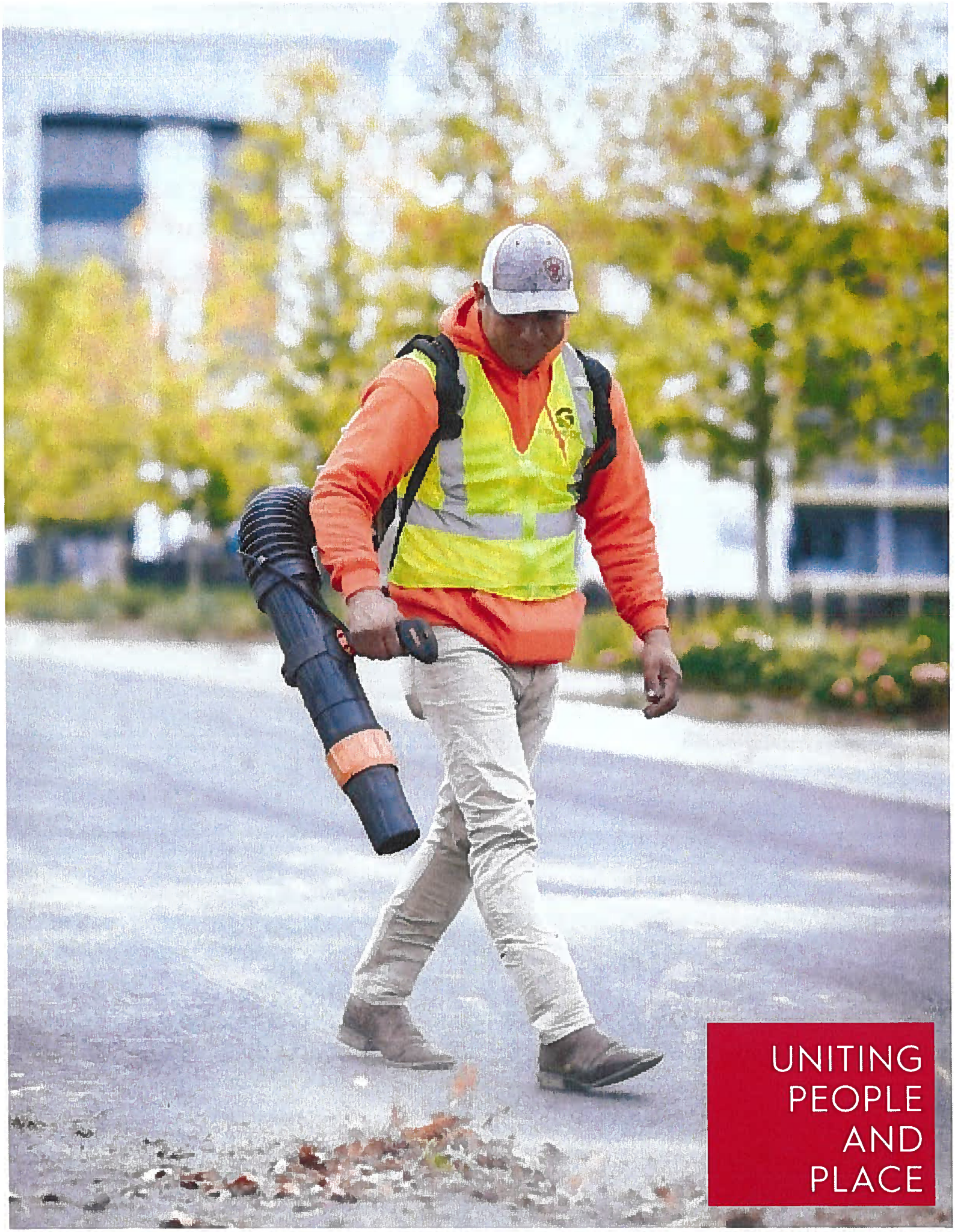

UNITING
PEOPLE
AND
PLACE

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

Scope of Services

The Contractor shall furnish all labor, equipment, transportation, insurance, incidentals and other needed items to perform all work for the landscape and ground maintenance services for City facilities listed in this Request for Proposal (RFP). Work to be performed comprises general grounds keeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations and when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Services to be rendered include but are not limited to the following:

1. Maintenance of turf and ground cover areas, mowing and edging.
2. Removal of litter and debris from turf, planter beds, fence lines and street curbs.
3. Pruning of trees and shrubs.
4. Application of chemical agents for control of weeds, plant disease and insects that are harmful to plant growth and/or pedestrians.
5. Monthly inspection and maintenance of irrigation systems by a licensed irrigator (provide evidence of such licensure).
6. Replacement of plant material.
7. Other work as defined.

Landscape Service Locations include, but are not limited to the following:

City Facility	Address	Landscaping Service	Lawn Care Service	Irrigation Service
City Hall	4640 North Henry Blvd	✓	✓	✓
City Hall Fountain Area	4640 North Henry Blvd	✓	✓	✓
Amphitheater	4650 North Henry Blvd	✓	✓	✓
Municipal Courts	4602 North Henry Blvd	✓	✓	✓
Police Department	4545 North Henry Blvd	✓	✓	✓
Public Works Administration Building	321 Taylor Drive	✓	✓	n/a
Municipal Park	4557 North Henry Blvd	✓	✓	✓
MMCC and Administration Building	111 Davis Road	✓	✓	✓
Downtown Connection Center	130 MLK Sr. Heritage Trail	✓	✓	n/a
Streetscape				
MLK, Sr. Heritage Trail Streetscape	MLK Sr. Heritage Trail	✓	n/a	n/a
East Atlanta Road Streetscape	East Atlanta Road	✓	n/a	n/a
North Henry Blvd Streetscape	North Henry Blvd	✓	n/a	n/a
Historical Markers				
Floyd Chapel Baptist Church Historical Marker	104 1st Street	✓	n/a	n/a
Green Front Café Historical Marker	112 2nd Street	✓	n/a	n/a

The Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The intent is to maintain a Class A appearance of the properties as determined by the City of Stockbridge. The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the City of Stockbridge.

Changes to the Scope of Work and Termination of Contract

A. The City reserves the right to add, delete and or change Scope of Services of this contract and may do so by submitting written notification to Contractor. Any increase or decrease in maintenance fees shall be negotiated at that time and incorporated into the contract documentation.
B. Upon receiving notice of the change, the Contractor's monthly invoice shall be adjusted, if necessary, to reflect the value of the change in the services under this contract.
C. The City may cancel the contract at any time for any reason upon giving thirty (30) days' written notice to the Contractor.
D. The City shall have the right to cancel this Agreement immediately without prior notice for any breach of any provision of the contract if not cured within seven (7) days from written notice from the City.

Property Tours

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the properties and fully understand the conditions that may affect the work proposed. Failure to inspect the sites in no way relieves the successful Contractor from the necessity of furnishing materials or performing any labor necessary for the satisfactory completion of the work.

Pre-Existing/Deficiency List

At the start of the contract, the Contractor shall inspect all flowers, trees, plants, containers, ground covers and any related ground keeping repairs for pre-existing conditions for all locations in each service area and in accordance with the Scope of Services incorporated herein. Within ninety (90) days of contract execution, the Contractor shall provide a written deficiency inspection report with illustrations that identifies and details all methods of repair and/or replacement components needed in order to properly maintain the landscape and grounds. The City or its authorized representative and the Contractor shall negotiate in good faith to establish the Final Deficiency List within the ninety (90) day period of contract execution. The Final Deficiency List will become part of the contract once developed and accepted by the City. Any deficiencies not included in the Final Deficiency List shall be the responsibility of the Contractor.

Quality Control

1. Contractor has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity (employees) and technical competence necessary to do the work properly and expeditiously.

4. Will provide a sworn financial statement upon request, which evidences the bidder has adequate financial resources to complete the work being bid, as well as all other work the bidder is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.
6. The Contractor for work under this section shall be licensed by the State of Georgia to apply pesticides/insecticides approved for use in the State of Georgia.
7. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by Contractor will include:
   a. Completed past contracts in accordance with the Contract Documents.
   b. Diligently pursued execution of the work and completed past contracts according to established schedules.

Qualifications of Workers

Bidding firm shall have in its employ, a minimum of one (1) currently Certified Landscape Professional (CLP) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Professional on the staff of the bidding firm.

Bidding firm shall have in its employ, a minimum of one (1) currently Certified Landscape Technician who is currently a Certified Landscape Technician (CLT) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Technician on the staff of the Contractor.

General Landscape

The Contractor shall:

1. Furnish all labor, materials and equipment necessary to perform the work described within the Scope of Services in strict accordance with these specifications and subject to the terms and conditions of the contract.
2. Not post signs or advertising material anywhere on City properties or improvements thereon without prior written approval from the City or its authorized representative.
3. Ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing.
4. Perform grass mowing, edging, trash and debris removal and power blowing of lawn areas.
5. Maintain the health and appearance of existing landscape plants, trees, shrubs, ground covers and lawn areas.
6. Ensure that each facility site is free of debris, weeds, insect infestation.
7. Replace plants or dead ground cover that died under the Contractor's care and not due to vandalism or circumstances beyond Contractor's control.
8. Reduce mowing frequency if a drought period is determined to exist and approved in advance by the City or its authorized representative and provide a revised mowing schedule to the City or its authorized representative for approval prior to implementing the schedule change.
9. Inspect existing irrigation systems at all locations by a licensed irrigator and provide the following:
   a. Maintain and repair existing irrigation systems to support functional operations and ensure plant life receives sufficient levels of watering for healthy appearance. Report deficiencies and repairs made to the City or its authorized representative.

b. The Contractor shall be required to make up missed scheduled cycled maintenance due to inclement weather conditions.
c. For special events and activities, the City or its authorized representative may request additional landscape maintenance items or request a change/modification to the schedule.

10. Make adjustments setting to automatic controllers on a monthly basis to maintain a healthy lawn growth.
11. Replace existing irrigation systems and equipment damaged by the Contractor with original brand and model at the Contractor's expense.
12. Report in writing and provide illustrations of any conditions that are not conducive for thriving plant growth to the City or its authorized representative on a monthly basis.
13. Provide an option to subcontract with a certified tree pruning and tree removal company for any major tree removal/pruning work that is outside the scope of the landscaping maintenance contract. Subcontractor must be approved, in writing, by the City prior to work.
14. Respond to all emergencies within two (2) to four (4) hours of notification within specified hours and days of operation.
15. Establish and announce at the beginning of the contract a specific day of the week each facility will be maintained.
16. Perform all work in a professional skillful manner using quality equipment and materials.
17. Have a full-time staff employee that is State licensed to operate and apply chemicals in all categories and provide evidence of such licensure.
18. Secure any gated or doored areas that require landscaping services after services are completed.

The City shall monitor all work performed and meet as needed with the Contractor to discuss concerns, additions and/or deletions in the performance of the contract. Contractor shall maintain and have available for review all records that reasonably confirm frequency of tasks performed at each location.

Damages

1. All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the City's discretion and at the Contractor's expense.
2. All such repairs or replacements shall be completed within the following time limits:
   a. Irrigation damage shall be repaired or replaced within three (3) working days including replacement of damaged sprinkler heads, risers, drip lines and bubblers.
3. All damage to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days.
4. All repairs or replacements shall be completed in accordance with the following maintenance practices:
   a. Trees – A qualified tree surgeon or arborist shall remedy minor damage such as bark lost from the impact of mowing equipment. If damage results in the loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the City.
   b. Shrubs – Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the City.
   c. Chemicals – All damage resulting from chemical application, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support future plant life.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

Safety Plan

1. Contractor is to submit a written safety plan to the attention of the City prior to commencement of work under this contract.
2. The Contractor agrees to perform all work outlined in this Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work. Contractor agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to full compliance with the applicable O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, City employees, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
3. It shall be the Contractor's responsibility to inspect and identify any condition(s) that renders any portion of the maintenance area unsafe as well as any usage practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including but not limited to: filling holes in and correcting irregular turf areas and replacing valve box covers so as to prevent loss/damage and to protect members of the public or others from injury. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring in the maintenance area. For any accident requiring medical attention, the Contractor is to notify the City immediately and file a written report to the City within three (3) working days.
4. It shall be the Contractor's responsibility to provide safety training to their employees. Documentation of this training must be available upon request.

Delays

The Contractor shall make a good faith effort to adhere to the contracted maintenance schedule. In the event that the Contractor is unable, for whatever reason, to maintain maintenance schedule (i.e. poor weather conditions, etc.), and the Contractor does not reschedule the service, or inform the City of intent to make up the service within seventy-two (72) hours, that amount for the failure to perform may be deducted from the Contractor's fee. If the work cannot be completed on the proposed scheduled day, the Contractor must notify the City or its authorized representative on that day to advise them accordingly.

Storm Water Prevention Program (SWPPP)

1. The Contractor shall ensure that all employees are trained and are aware of the following Site-Specific Storm Water Pollution Prevention Requirements:
    a. No discharge of fertilizers, pesticide and waste into street or storm drains.
    b. No blowing or sweeping debris into street or storm drains.
    c. No hosing down of the parking lot.
    d. No vehicle washing or maintenance on site.
    e. Close dumpster lids at all time.
    f. No disposing of wash water into street or storm drains.
    g. Remove all foreign objects (leaves, cans, cigarette butts, paper, etc.) from in front of drainage inlets and gutter areas.
2. The Contractor must provide annual refresher training at their own cost on the Site- Specific Storm Water Pollution Prevention Requirements.
3. The Contractor shall document the training and provide a copy to the City.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

Breakdown of Equipment

At all times the Contractor shall properly maintain a fleet of equipment, both as to condition and appearance, for use on the work under this contract. The Contractor shall have back-up equipment on hand in the event of a breakdown by the primary equipment. In case of breakdown by the primary equipment, immediate service within one (1) hour by the back-up equipment is required to complete the task.

Storage of Equipment

The Contractor must provide his own storage for equipment and other required parts and materials. The City will not provide storage for any Contractor equipment.

Maintenance Schedules

1. Contractor shall adhere to maintenance schedule.
2. Contractor shall contact the City or its authorized representative described within the Scope of Services on arrival at the respective site as per the weekly schedule for landscaping maintenance. The City will provide list of key personnel and contact information.
3. The Contractor **MUST** notify the City or its authorized representative, by e-mail, at least one (1) week prior of the scheduled date and time for all "specialty type" maintenance operations.

   "Specialty Type" maintenance operations are defined as:
   - Fertilization and aeration
   - Turf removal, addition and reseeding
   - Micro-nutrients/soil amendments
   - Spraying of trees, shrubs or turf
   - Aesthetic tree pruning
   - Planting bed removals and/or additions
   - Other items as determined by the City

Staffing/Managerial

1. There will be no subcontractors working on the City's grounds and facilities without the express prior written consent of the City.
2. The Contractor shall provide a **Project Manager** that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of landscaping and grounds maintenance projects including a complete and regularly scheduled program for maintaining the health and appearance of the City's landscape, plantings and irrigation. The Project Manager must provide pro-active recommendations to the City for ongoing maintenance of City properties throughout the term of the contract.
3. The Contractor must provide a competent, English speaking **crew leader** for each crew, who can understand and speak English fluently, during all times while work is performed. The crew leader shall have the authority to represent or act on behalf of the Contractor in any matter pertaining to the performance of this contract. The Contractor shall furnish the names of all such crew leaders to the City prior to the commencement of this contract and further advise of any changes.
4. If in the opinion of the City, a Contractor's employee is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, that employee shall be removed from all work under this contract.

5. The City may at any time give the Contractor notice to the effect that the conduct or action of a designated employee or the Contractor is, in the reasonable exercise of discretion of the City, deemed to be detrimental to the interest of the staff and the public patronizing the premises. Following the City's notice, the Contractor shall, at the City's discretion, take any of the following actions as listed below.
    a. Immediately terminate such employee's work assignment at the premises and the Contractor shall not assign such employee to any other City facility contracted for and maintained.
    b. The Contractor shall meet with the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and action of the Contractor's employees will not be detrimental to the interest of the staff and public patronizing the premises.
6. The Contractor shall require each of its employees to adhere to basic public works standards of working attire. These are uniforms, proper shoes and other gear required by State Safety Regulations and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.
7. Contractor's staff shall wear identification (uniform, logo tee shirt, etc.) allowing anyone to readily identify that individual as part of the Contractor's staff.
8. The Contractor nor any of its employees shall interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are being performed.
9. The Public Works Director or Designee shall make quarterly inspections with the Contractor at each site to review work performed. The Contractor shall maintain and have available such records that reasonably confirm frequency of tasks performance at each location. The Contractor shall furnish an itemized statement of work performed on all invoices.

Planting, Planter Boxes and Bed Care

1. The Contractor shall be required to provide the plant materials, soils, soil amendments and other necessary materials for installing plant annuals and associated plant materials. Maintenance and changing of seasonal colors is required.
2. Any exterior plant container planters located in the lobby areas and container planters in courtyard and balcony areas shall be serviced throughout all service areas. The Contractor shall be required to install four (4) feet of annual plant materials in each planter and be required to provide full sun tolerant materials for planters located in floor courtyard and balcony areas.
3. All diseased plants are to be removed from all beds and then properly disposed of offsite. Broken, damaged or unsightly flowers or plants are to be removed promptly and replaced with like kind or a variety of plant that is approved by the City or its authorized representative.
4. Special emphasis shall be placed on public safety during all operations, particularly when adjacent to roadways and sidewalks.
5. All trimmings and debris, etc. shall be removed by the Contractor and disposed of offsite.
6. The Contractor will be required to plant bedding materials such as flowers and shrubs as needed and in accordance with the City's landscaping policy. Pricing shall be bid on a case-by-case basis unless the plants are under warranty.
7. The Contractor shall conduct a major cleanup of all turf and planter bed areas and perform major trimming of all shrubs, planter beds and ground cover plants in late winter (no later than mid-March) in preparation for the growing season. This trimming will be a benchmark for future maintenance trimmings throughout the growing season. The City or its authorized representative will dictate trimming heights of shrubs and distances between plant groupings during the active growing season.

8. All mulched/pine strawed shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.

Ground Cover

The Contractor shall be responsible for the maintenance of any plant that grows over an area of ground used to provide protections from erosion and drought and to improve its aesthetic appearance (by concealing bare earth).

The Contractor shall provide the following:

1. Replace dead or diseased plants.
2. Fertilize three (3) times per year, in March, June and November utilizing a slow release granular fertilizer.
3. Trim all ground cover as necessary to keep borders away from paving lawns, planted areas and buildings.
4. Trim top growth to achieve an overall even appearance.
5. Keep ground cover free of litter, weeds and debris. Litter, weeds and debris shall be removed during maintenance visits in order to ensure a neat appearance.
6. Maintain ground cover free of pests such as snails, slugs, etc.
7. Keep fence lines groomed on both sides and all areas along side of buildings and any adjacent walls.
8. Maintain all ground cover areas clean and cleared of dead leaves.

Exterior Color Maintenance

Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance.
Plants shall be fertilized with either a balanced liquid or bloom-inducing fertilizer to promote lushness and colorful displays.

The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings. It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.

Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly. An Integrated Pest Management (IPM) strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results shall be implemented.

Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify Owner.

Soil shall be cultivated periodically to promote adequate aeration and to counteract the effects of soil compaction. Soil surfaces shall be left smooth to maintain a neat appearance.

Litter shall be removed as color is generally in a focal area. Color beds and containers shall not be void of plant material at any time. Should any plant material need to be replaced due to any type of damage a proposal for replacement shall be submitted and approved by the Owner prior to replacement installation. The Owner agrees to be financially responsible to replace plant materials on a timely basis.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

Trash and Debris Removal

During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.

Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.

Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

Tree, Shrub and Hedges Care

The Contractor shall have the knowledge, expertise and responsibility to trim, remove and plant trees and shrubs as approved by the City. The Contractor will provide a **licensed arborist** with the knowledge and resources to accurately diagnose and treat any type of parasitic infection or disease. If required, the treatment shall be performed by a qualified technician. The Contractor will provide the following:

1. Tree and shrub watering and irrigation system.
2. Maintain basins where provided around trees and shrubs.
3. Open basins during winter rains to prevent accumulation of excess water.

4. Seasonal Color
   - Change seasonal colors three (3) times per year in the months of March, June and September. Design concepts and plant selections shall be approved by the City or its authorized representative prior to plant installation.
   - Provide a uniform blend of seasonal colors in seasonal planting beds. Provide single selections but different selections for each container.

5. Trim all trees that are within twenty (20) feet in height and ten (10) inches in diameter at the base, *once a year, late November, without additional compensation*. The Contractor will specify the costs for trimming all trees over the aforementioned specification in the price proposal.

6. Maintain Trees

Clearance- Maintain trees to achieve a ten (10) foot clearance for all branches overhanging walkways/fence lines and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of roadways. Prune trees where and as necessary to maintain access, safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

- All cuts should be sufficiently close, flush if possible, to the parent stem.
- All limbs 1 ½" or greater in diameter shall be undercut to prevent splitting.
- Limbs are to be lowered to the ground using a method that prevents damage to remaining limbs.
- Climbing spurs shall not be used.
- Contractor will provide hazard and security pruning as needed.
- Remove all new growth on trees up to the appropriate height clearances.
- Remove all dead, diseased and unsightly branches and dead trees. The Contractor, at Contractor's cost, shall remove dead/dying trees that have a caliper of eight (8) inches or less measured six (6) inches above the ground level. Larger trees and dead-wooding above fourteen (14) feet will be considered specialty/unscheduled work. All specialty/unscheduled work shall be bid on a case by case basis.

- The Contractor shall remove trimmings and all cuttings and debris from the site.
- All structural weaknesses such as split crotch or limbs, diseased or decayed limbs or other severe damage shall be immediately reported to the City or its authorized representative.
- All trees shall be trimmed prior to budding each year in accordance with directions given by the City or its authorized representative.

7. Pruning

   Prune hedges and shrubs where necessary to maintain access, safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations and promotion of pests and insects in all areas especially those adjacent to the City's building perimeters.

   All shrubs/trees shall be trimmed prior to budding each year in accordance with directions given by the City or its authorized representative. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming.

   - Prune deciduous trees in March to develop a strong framework or as necessary.
   - Prune evergreen trees in March to thin out heads and shape as necessary.
   - Remove all dead and damaged branches back to point of branching. Paint all cuts over one (1) inch in diameter with tree wax.
   - Prune all shrubs and young trees as required by thinning and shaping as necessary for a natural appearance.
   - Prune flowering shrubs after blooming once per month.
   - Trim trees to keep them from touching any building.

8. Weeding – Every Visit
   - Keep basins and areas between plants free of weeds.
   - Use herbicides per manufacturer's recommendations.
   - Cultivate as necessary for aeration.
   - Weed ground cover areas, cracks, crevices and all mulch beds.
   - Weed perimeter of buildings and any fence lines and structures.

9. Staking and Guying: Maintain and replace stakes and guys with equal material until plant is capable of standing vertical with the ability to resist changes in weather patterns.
   - Plant ties shall be checked frequently and either retied or removed along with the stakes when no longer required.
   - Replace missing or damaged stakes when the tree diameter is less than three (3) inches within five (5) days.
   - The Contractor must stake trees that are not straight and upright and/or require additional support. The Contractor must stake new trees or recently planted trees not previously staked.
   - Tree stakes (at least three (3) per tree) shall not be less than six (6) feet in length for (5) and eight (8) gallon trees.
   - Guide wires where required and plant ties are to be pliable, zinc coated ten (10) gauge wire.
   - Coated wire or hose sections must be used where metal guide wire contacts tree.
   - Stakes cannot be closer than eight (8) inches from trunk.
   - Damaged or uprooted trees shall, at the discretion of the City, be staked and tied within seventy-two (72) hours.

   Removal of tree stakes and guide wires will be at the Contractor's expense and will be determined by the Contractor and the City or its authorized representative.

10. Plant Replacements

    With the prior written approval of the City to remove and purchase plants, remove dead and damaged plants and replace with plants of equivalent size and variety.

11. Mulching and/or Pine Straw

    The Contractor shall remove the top layer two (2) inches of old mulch/pine straw and install two (2) inch depth of composite shredded bark mulch and/or pine straw four (4) times per year in the months of January, April, July and October or when requested at a minimum depth of two (2) inches on all existing beds at the base of trees and other mulched/pine strawed areas. Mulch/pine straw must be at least two (2) inches away from the base of the tree and not mounded to the trunk. Contractor is also required to fluff mulch/pine straw areas once a month.

12. Fertilizing
    - A well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon the Contractor's knowledge and needs of the area.
    - All lawn areas shall be treated with crabgrass prevention and broadleaf weed control products as necessary.
    - All sidewalks, roads, curbs and patios will be swept clean of granular fertilizer after applications to minimize staining.

13. Tree Saucers
    - Weed tree saucers and maintain existing size of circumference in a clean and neat condition.
    - Remove top layer mulch/pine straw and apply mulch/pine straw to maintain a depth that shall be two (2) inches.

14. Tree Replacement and Additions

    - With the prior approval of the City or its authorized representative, remove dead and damaged trees.
    - Supply and plant trees to replace or add new trees with the prior approval of the City or its authorized representative.
    - Remove all dead, diseased and unsightly branches and plants. Unless instructed otherwise, remove all vines or other growth as they develop on buildings, structures and on/along fence lines. All ground cover areas shall be pruned to maintain a neat edge along planter box walls and to eliminate areas for pests and insects. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.
    - Trimmings, etc. will be removed by the Contractor and disposed offsite.

Lawn Care

A. Mowing

1. Mowing operation shall be completely performed at each site according to the Maintenance Schedule.
2. Prior to each mowing, remove all litter and debris from mowing areas.
3. All mower blades shall be sharpened to provide a clean and consistent cut.
4. Walkways shall be cleaned immediately following each mowing and all cuttings and debris shall be removed from the site by the Contractor and not blown into the street, planter beds or storm drains.
5. Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.
6. Maintain turf areas at two (2) inch level above soil level being careful not to remove more than one-third (1/3) of the turf blade at any time.

7. Edge along sidewalks, walk areas, walking tracks, detention ponds, curbs and fence lines.
8. Use monofilament trimmers only for areas around light poles, fire hydrants, irrigation vacuum breakers, building foundations and all fences.
9. Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.
10. For periods of cool weather, mow lawn at one and one-half (1 1/2) inches.
11. For periods of hot weather, mow lawn at two (2) inches from the soil.
12. Do not scalp the lawn or cut more than half the existing top-growth in one mowing. Remove or catch the clippings immediately.
13. Care must be taken not to leave ruts or spinouts in the turf area during wet periods. Any mud tracked onto sidewalks or facility grounds must be removed and cleaned with brush and water prior to leaving the maintenance site.

B. Edging/Detailing/Weed Control

1. All turf areas shall be kept neatly edged and all weed/foreign grass invasions eliminated.
2. When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined, free of weeds and grass invasion.
3. All turf edges including but not limited to sidewalks, patios, drives, curbs, shrub beds, flowerbeds, groundcover beds and around the base of trees shall be edged to a neat and uniform line.
4. The edge of turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, back-flow devices and other obstacles.
5. All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weed shall be kept under strict control.
6. Remove all weeds and grass from walkways, curbs, concrete expansion joints, roadways, driveways, parking lots, outdoor sitting areas and drainage areas.
7. Methods for removal of weeds, turf encroachment and detailing of planter beds shall incorporate manual, mechanical and/or chemical means of eradication.
8. Mechanical edging of turf shall be performed at each site at same frequency as mowing.
9. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs.
10. Linear edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width shall be considered normal.
11. Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes and similar small obstacles in turf areas shall be performed in a manner that ensures operational clearance.
12. Walkways and planter beds shall be cleaned immediately following each mechanical edging and all excessive cuttings and debris shall be removed from the site by the Contractor.
13. Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.
14. Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the owner to achieve a solution.

C. Fertilizing

1. Fertilize lawn two (2) times per year in February and October. Use a balanced slow release nitrogen fertilizer, 1-pound available nitrogen per 100 square feet.
2. Hand pull weeds during every visit.

3. Apply pre-emergent weed killer three (3) times per year in February, May and November and implement safety precautions during applications.
4. With the prior approval of the City or its authorized representative, spray only the foliage of grass to be eradicated to prevent killing healthy plant life.
5. Spray weeds in paving cracks two (2) times per month (every other week).
6. Spray walkway sidewalks, steps, patios, driveways, expansion joints and bumper stops with contact herbicide to eliminate weed growth in and around areas without damaging surrounding turf and plant materials including along fence line and adjacent walls two (2) times per month.

D. Watering

1. Use irrigation system for watering where available.
2. Water three (3) days per week under normal conditions.
3. During very hot weather, apply fast watering with fine spray.
4. For shaded areas caused by trees or shrubs, water more frequently.
5. When lawn shows signs of wilting or begins to turn brown, water more frequently.

E. Mulching and/or Pine Straw

Contractor shall remove the top layer two (2) inches of old mulch/pine straw and install two (2) inch depth of composite shredded bark mulch and/or long needle/synthetic pine straw four (4) times per year in the months of January, April, July and October or when requested at a minimum depth of two (2) inches on all existing beds at the base of trees and other mulched/pine strawed areas. Mulch/pine straw must be at least two (2) inches away from the base of the tree and not mounded to the trunk. Contractor is also required to fluff mulch/pine straw areas once a month.

F. Raking/Sweeping/Blowing

Accumulation of leaves and/or debris shall be removed from all landscaped areas including beds, planters and turf areas under trees and removed from site. Under no circumstances shall leaves, grass clippings and/or debris be blown into the street or into storm drains as a means of removal from the site.

Frequency:

- Ground cover/planter beds - **at each visit**
- Turf, under trees – **as needed**

G. Irrigation System Repairs and maintenance

The Contractor is responsible for cleaning, maintaining, installing, operating and repairing irrigation systems at City facilities. The Contractor shall provide a **licensed irrigator** to inspect all existing irrigation systems on a monthly basis and shall inspect all installation work provided for irrigation systems and submit a monthly irrigation report to the City or its authorized representative detailing health of the existing systems.

To the best of the City's knowledge, the irrigation systems that are currently in operation are in good condition. Therefore, extreme care must be taken when maintaining the landscape not to damage the irrigation system. Repeated damages attributed to carelessness or inaptitude of

Contractor personnel will be addressed with the Contractor for reimbursement. For example, damages to spray heads that are broken or mowed-off in turf/planter areas and repair costs for risers, spray heads and drip lines in planter beds will be items that will be closely monitored. Repairs such as these, unless caused by vandalism, shall be a Contractor responsibility at no cost to the City.

Irrigation Systems: Refers to all lines and equipment associated with the irrigation system.

Lines: Refers to Irrigation line beginning from the City main line meter throughout the irrigation system.

Plant losses due to the improper setting of watering times/frequencies and repairs that are not made within a timely period will be at the Contractor's cost to remove and replace the affected plants/turf.

The Contractor shall:

Maintain entire irrigation system and all parts associated with the irrigation system and ensure the system is working properly on a monthly basis.

1. Check clock settings, clock operation, head elevation, coverage valve function and vacuum breaker on a monthly basis.
2. Test and certify pressure vacuum breaker on a monthly basis.
3. Maintain detention pond basin.
4. Control irrigation to avoid runoff that may cause erosion or unnecessary waste of water.
5. Automatic irrigation system controllers shall be set to water during the hours between 10:00 P.M. and 6:00 A.M.
6. Make adjustments to sprinkler heads as required to keep over-spray from walls, windows, walkways and roadways.
7. The Contractor shall respond to calls from the City for non-emergency irrigation repairs within four (4) hours and within two (2) hours for emergency irrigation repairs. City personnel will make the determination as to whether or not the matter is deemed to be an emergency.
8. The Contractor shall work in collaboration with the City's staff in preparing landscape and irrigation systems for cold weather and/or freezing conditions.
9. Winter temperatures in Georgia are unpredictable therefore the Contractor is expected to coordinate the preparation for icy and freezing conditions, with the City or its authorized representative, in order to protect landscape and irrigation systems from damage due to icy and freezing conditions.

H. Insect and Disease Control

The Contractor shall ensure all areas are inspected regularly for weeds, fungus, grubs, slugs, snails, twig borers and insect infestation. Lawn disease applications and insect control applications shall be performed on a monthly basis for prevention and intervention purposes and with the prior approval of the City or its authorized representative. Proper chemicals

approved by the City or its authorized representative shall be applied as soon as possible to correct the infestation.

Note: Weed killers and other chemicals shall be applied during off-hours-Saturday or Sunday.

I. Trees

1. Spray deciduous trees with dormant oil and fungicide after leaf drop and just prior to leaf break.
2. Spray evergreen trees and deciduous trees in leaf and shrubs with specific insecticides and fungicides as frequently as necessary to control all forms of pests and diseases.

J. Herbicides

1. Apply herbicides weekly from March to October.
2. Apply herbicides one (1) time per month, November to February.

K. Turf Areas

1. Monitor weekly all turf areas for insects.
2. Treat fire ant infestation routinely.
3. Remove contaminated materials from the site and dispose in a proper and safe manner with prior approval of the City or its authorized representative.

L. Detention Pond

Herbicides shall be applied according to frequency schedule.

M. Cleanup and Waste Disposal

1. The Contractor shall be responsible for disposing all waste materials or refuse from Contractor's operations.
2. Maintain sidewalks and driveways free of trash, leaves and other debris by sweeping and vacuuming as necessary.
3. Remove branches and other debris from planting areas on a weekly basis.
4. Clean up litter, leaves, papers, grass clippings, remove trash, cigarette butts and by-products of landscape maintenance in landscape areas, courtyard areas and along the lawn areas of the perimeter walk for both sides of walkway, parking lots and around buildings.
5. Clean mulch/pine straw beds and container plants of all debris and litter. Maintain a clean and neat appearance around the mulch/pine straw bed areas by removing scattered and excess mulch/pine straw.

N. Equipment Utilization – Mowers

1. Use power rotary mowers with bagger attachment for maintenance of smaller lawn areas.
2. Use riding mowers with bag attachment for maintenance of extensive lawn areas.
3. Mulching mowers are prohibited without the prior approval of the City or its authorized representative.

4. Use rigid or flexible steel blade edger to produce a fine, clean edge along walkways, pavements, curbs, headers or buildings.
5. Use only monofilament trimmers.
6. Use cyclone fertilizer spreaders. Visible overlapping of applications is prohibited.
7. Maintain pruning tools in good working order with sharp cutting edges. Disinfect pruning tools after use to removed diseased limbs.
8. Water container plants that do not have an irrigation system. Water hose connected to facility hose bib is not available for watering plant materials.

O. Chemicals

1. At the contract execution, the Contractor shall provide Safety Data Sheets (SDS) of all products to be applied under this contract. At the start of each season and any time during the season, the Contractor shall provide SDS sheets identifying any new chemicals that will be used and applied a minimum of three (3) days prior to planned application. All chemicals being applied must have prior written approval by the City or its authorized representative.
2. State law requires a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers for the hazardous ingredients.
3. The Contractor may use herbicides, insecticides, sterilants and animal traps in compliance with Federal, State and local laws and regulations.
4. The Contractor assumes all liability either for damage or injury or both resulting from accident or misuse of either these products, equipment or both.
5. The City retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison or animal trap that the City deems to be undesirable for any reason.
6. Pesticides used in this contract shall not require a license nor be restricted for use under Georgia or federal law.
7. Pesticides used in this contract shall not carry any State or Federal restrictions.
8. Any products that leave an undesirable residue or odor shall not be used.

P. Chemical Application

Chemical application shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed because all areas will be open for public access during application.

Spot treat with a portable sprayer or wick wand using an effective herbicide and apply per manufacturer's recommendation.

Proper use of selective herbicides is critical to prevent damage to bedding plants and turf during the growing season. Appropriate mulch/pine straw is encouraged but must be esthetically compatible and not physically or chemically harmful.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

After a complete kill, dead weeds shall be removed from the area.

All turf areas will be treated just prior to the growing season in the spring and prior to the fall Season with an effective herbicide that will eliminate broadleaf and other invasive weed varieties.

Bid must include a complete list of all chemicals anticipated to be used as well as its description of use, frequency and volume of use in accordance with the performance of the Scope of Services.

Successful Contractor must supply SDS Sheets for all supplies used prior to application and may not use them in the performance of the contract without express written authorization of the City or its authorized representative.

Contractor must utilize a long-lasting ant control pesticide that is broadcast over all turf and planter bed areas and along any paths and walkways as needed to prevent and/or eliminate infestations and personal harm to people.

Only those individuals possessing a valid Georgia Pest Control Applicator's license shall apply chemicals.

Records must be readily available of all operations and state dates, time, methods of application, chemical formulations, applicators names and weather conditions at the time of applications and shall be retained for a minimum of three (3) years.

SDS sheets with dangers explained must be sent to the City two (2) weeks prior to use if Chemicals require special permits. The Contractor must provide a list of alternative chemicals, if any, prior to the application.

Q. Reporting and Meetings

The Contractor shall be responsible for submitting reports on a weekly basis in an electronic PDF or EXCEL format regarding this project to the City or its authorized representative. The Contractor shall be required to communicate weekly to the City or its authorized representative regarding the current status and any recommendations regarding the project. The Contractor shall be required to provide the following:

1. Pre-Existing Conditions report within ninety (90) days of contract execution.
2. Safety Data Sheets (SDS) at contract execution and thereafter upon planned utilization of new chemicals not originally listed.
3. Immediately upon service completion, meet with the Public Works Director or Designee to inspect the service performance. The Public Works Director or Designee will complete and sign the work ticket. Contractor will submit the work ticket to the Public Works Director or Designee on a monthly basis.

4. Annual fertilizer schedule for each facility by season.
5. Weekly Maintenance Operations Report for each facility.
6. Monthly mowing schedule for each facility.
7. Monthly Contractor recommendation report based on ongoing service assessment for the Public Works Director or Designee to review and make a determination.
8. Damage report submitted immediately upon incident to the Public Works Director or Designee and punch list identified and implemented.

The Contractor shall be responsible for all services under this contract. Any tasks or services not completed or partially completed will be listed on a punch list. The Contractor will remedy the situation by completing the tasks in a time specified by the City or its authorized representative.

R. Contract Performance

The Contractor shall be required to perform all work under this contract in a professional, polite, respectful and cooperative manner and minimizing the noise and interruption of any ongoing City services.

1. The Contractor shall provide all employees with the same uniform clearly identifying the company and all vehicles shall have the company name/logo listed.
2. The Contractor shall stage their work from locations on the properties out of the way of the mainstream users to minimize the interruption of City operations.

S. Neglect, Vandalism and Property Damage

1. Turf or plants that are damaged or killed due to the Contractor's operations, negligence or chemicals or by any other means shall be replaced at the Contractor's expense.
2. The City will repair any damaged property (that is not part of the irrigation system) caused by the Contractor's operations and the City will bill the Contractor for the full cost of said repair.
3. Damage to or theft of landscaping installations not caused or allowed by the Contractor shall be corrected at the City's expense upon written approval by the City or its authorized representative.
4. The Contractor shall be responsible for cost of replacement of property such as broken windows caused by workers while providing service.

T. Guaranty and Replacement

1. Force Majeure – In the case where any existing plants are damaged or killed beyond the reasonable control of the Contractor such as a result of hail, wind, lightning, fire, freeze, theft, vandalism, construction operations or occupancy of the building, the Contractor shall list the item and location and submit a report to the City or its authorized representative.
2. Any damaged plant materials approved for removal and replacement by the City or its authorized representative shall be the responsibility of the Contractor from the date of installation and acceptance through the term of the contract.

3. At any time during the guaranty period, any dead plant shall be replaced within three (3) weeks at the City's request.

U. Warranty of Services Definition

1. "Acceptance" as used in this clause means the act of an authorized representative of the City of Stockbridge by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract must be in writing.
2. "Correction" as used in this clause means the elimination of a defect.
3. Notwithstanding inspection and acceptance by the City of Stockbridge or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one (1) year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non- conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
4. If the Contractor is required to correct or re-perform, it shall be at no cost to the City and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract, otherwise correct, or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
5. If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

V. Additions and Deletions

The City, by written notice to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. The Contractor will be requested to provide a monthly fee equal to their normal and customary charges or rates for the equipment, locations and/or services requested.

W. Estimated Quantities Not Guaranteed

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of landscaping and grounds maintenance services during the term of this contract. The quantities may vary depending upon the actual needs of the facility. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the quantities specified herein.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

X. Bidder Qualifications

Bidders must provide proof with their bid of their ability to meet the minimum qualifications set forth under the Scope of Services.

Bidders are instructed to provide a brief summary of the bidder's safety history for the past two (2) years. This narrative should site any hazardous safety incidents and actions to correct such incidents in the future.

End of Exhibit B.

PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Stockbridge Procurement Manual as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Stockbridge, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Stockbridge.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Stockbridge reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of one hundred twenty (120) days from opening date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Proposer to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature Bart Parker Date 7-7-26

Print/Type Name Bart Parker

Print/Type Company Name Here Gibson Landscape Services, LLC

Email bparker@gibsonls.com

INSURANCE SERVICES, INC.
Insurance Brokers & Consultants
3160 Campus Drive ■ Suite 100 ■ Norcross Georgia 30071
(678) 252-1464 Telephone

April 1, 2026

Gibson Landscape Services, LLC
11395 Old Roswell Road
Alpharetta, GA 30009

RE: Gibson Landscape Services, LLC
Bonding Letter

To Whom It May Concern:

I am the Attorney-In-Fact for Travelers Casualty and Surety Company of America, the bonding company for Gibson Landscape Services, LLC. As Attorney-in-Fact, Travelers Casualty and Surety Company of America has authorized me to execute bonds on Gibson Landscaping Services, LLC's behalf.

Travelers Casualty and Surety Company of America presently holds an A.M. Best Rating of A++ (Superior) Class XV and a Federal Treasury Listing of $225,563,000. Gibson Landscape Services, LLC has a single bonding limit of $50,000,000 and a total aggregate bonding capacity of $100,000,000.

Should Gibson Landscape be awarded work, it is Travelers Casualty and Surety Company of America's current intention to issue any required Performance and Payment Bonds. Execution of these Bonds would be subject to the Surety's normal underwriting review of the terms and conditions of the contract, the bond forms, and the terms of project financing and other underwriting factors at the time the bonds are requested.

I feel Gibson Landscape Services, LLC is a firm with character, ability and financial strength adequate to complete any construction project they would undertake. Should you have additional questions, please don't hesitate to call me.

Sincerely,

Derek Wortham
Attorney-In-Fact

EXHIBIT E

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A.§ 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub- subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

320163

Federal Work Authorization User Identification Number

April 19, 2010

Date of Authorization

Gibson Landscape Services, LLC.

Name of Subcontractor

City of Stockbridge Landscape Maintenance Services

Name of Project

City of Stockbridge

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

30 DAY OF July, 2026

Healkianys Mardach

Notary Public

My Commission Expires: 3/17/29



[NOTARY SEAL]

End of Exhibit E.

Stockbridge
Where Community Connects

EXHIBIT F
DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and

(2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with _____(Service Provider), _____(subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Gibson Landscape Services, LLC
Company Name

Bart Parker July 27, 2026
BY: Authorized Officer or Agent Date
(Service Provider Signature)

VP Business Development
Title of Authorized Officer or Agent of Service Provider

Bart Parker
Printed Name of Authorized Officer or Agent

End of Exhibit F.

Stockbridge
Where Community Connects

EXHIBIT G
PURCHASING POLICY ADDENDUM

I, Bart Parker, hereby certify that I have received certify that I have received a copy of the City of Stockbridge, GA, Financial Management Policies Purchasing Policy which can be found at https://stockbridgega.org/departments/procurement-division and agree to comply with all requirements of the City of Stockbridge, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

Bart Parker 7-27-2026

BY: Authorized Officer or Agent Date
(Service Provider Signature)

VP Business Development

Title of Authorized Officer or Agent of Service Provider

Bart Parker July 27, 2026

Printed Name of Authorized Officer or Agent Date

End of Exhibit G.

Stockbridge
Where Community Connects

EXHIBIT H

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stockbridge, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and /or contract for

Bart Parker

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. X I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: Bart Parker Date: July 29, 2026

Printed Name: Bart Parker

* Alien Registration number for non-citizens: _____

** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOUR ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 30 day of July, 2026

Notary Public: Healkianys Mardach

My Commission Expires: 3/17/29

HEALKIANYS MARDACH NOTARY PUBLIC DAWSON COUNTY, GEORGIA My Commission Expires 03-17-2029

* Note: O.C.G.A.§ 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

_____

End of Exhibit H.

EXHIBIT I
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP 2026-0010

SOLICITATION TITLE: **CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES**

Proposing Firm (List name exactly as provided in the proposal):
GIBSON LANDSCAPE SERVICES, LLC

Date of Verification: JULY 28, 2026

Reference Organization: ATL Airport Community Improvement Districts

Project Verified (include the Project Name / Title and brief description of the Project:
Landscape Beautification & Maintenance

Person Contacted: Robert Caudill

Title of Contract: Project Manager

Telephone and extension: 4708194871

Email Address: rcaudill@aacids.com

Questions: Yes/No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirements?
3. Did the firm provide deliverables as agreed upon?
4. Would you contract with this firm again?

Additional Comments (if any):

1. Yes 2. Yes 3. Yes 4. Yes

Signature and Date: R Caudill 7/31/2026

EXHIBIT I
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP 2026-0010

SOLICITATION TITLE: **CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES**

Proposing Firm (List name exactly as provided in the proposal):
GIBSON LANDSCAPE SERVICES, LLC

Date of Verification: JULY 28, 2026

Reference Organization: Colliers FS

Project Verified (include the Project Name / Title and brief description of the Project:
Maintain 83 acres of property for the new Atlanta Public Safety Training Center.

Person Contacted: Robert Gonzales

Title of Contract: Facilities Manager

Telephone and extension: 770-296-5578

Email Address: robert.gonzales@colliers.com

Questions: Yes/No

1. Were you satisfied with the Company/Organization's overall performance?Yes
2. Did the firm adhere to the scope of work and bid requirements?Yes
3. Did the firm provide deliverables as agreed upon?Yes
4. Would you contract with this firm again?Yes

Additional Comments (if any):

Signature and Date: Robert Gonzales

EXHIBIT I
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP 2026-0010

SOLICITATION TITLE: **CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES**

Proposing Firm (List name exactly as provided in the proposal):
Gibson Landscape Services, LLC.

Date of Verification: July 27, 2026

Reference Organization: Children's Healthcare of Atlanta

Project Verified (include the Project Name / Title and brief description of the Project:
Arthur M. Blank Hospital & Satellites

Person Contacted: Brooke Johnson

Title of Contract: Facilities Property Coordinator

Telephone and extension: 678-427-9067

Email Address: brooke.johnson@choa.org

Questions: Yes/No

1. Were you satisfied with the Company/Organization's overall performance? Yes
2. Did the company adhere to the scope of work and bid requirements? Yes
3. Did the company provide deliverables as agreed upon? Yes
4. Would you contract with this company again? Yes

Additional Comments (if any):
Team is professional, responsive, & take great pride in their work. They are a valued partner to Children's.

Signature and Date: Brooke Johnson 7/29/26

End of Exhibit I.

EXHIBIT I
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP 2026-0010

SOLICITATION TITLE: **CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES**

Proposing Firm (List name exactly as provided in the proposal):
GIBSON LANDSCAPE SERVICES, LLC

Date of Verification: JULY 28, 2026

Reference Organization: City of Union City

Project Verified (include the Project Name / Title and brief description of the Project:
Citywide Landscape Install & Maintenance

Person Contacted: Karen Allison

Title of Contract: Division Manageer of Operations & Maintenance

Telephone and extension: 770-515-7886

Email Address: kallison@unioncityga.gov

Questions: Yes/No

1. Were you satisfied with the Company/Organization's overall performance? Yes
2. Did the firm adhere to the scope of work and bid requirements? Yes
3. Did the firm provide deliverables as agreed upon? Yes
4. Would you contract with this firm again? Yes

Additional Comments (if any):
Gibson is under contract with Union City to install new landscaping, maintain, water, replace mulch, seasonal color change. They have been amazing to work with and have also done so much more for us than what is outlined in their contract. They are more of a partner than a vendor. I absolutely give them the highest recommendation.

Signature and Date: Karen Allison

EXHIBIT I
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP 2026-0010

SOLICITATION TITLE: **CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES**

Proposing Firm (List name exactly as provided in the proposal):

GIBSON LANDSCAPE SERVICES, LLC

Date of Verification: July 28, 2026

Reference Organization: Gateway85 Community Improvement District

Project Verified (include the Project Name / Title and brief description of the Project:

60 miles ofroadway maintenance. Including medians and I-85 interchanges

Person Contacted: Robert Michener

Title of Contract: Executive Director

Telephone and extension: 863-781-4089

Email Address: robert@gateway85.com

Questions: Yes/No

1. Were you satisfied with the Company/Organization's overall performance? YES
2. Did the firm adhere to the scope of work and bid requirements? YES
3. Did the firm provide deliverables as agreed upon? YES
4. Would you contract with this firm again? YES

Additional Comments (if any):

The company consistently delivers high-quality work, communicates effectively, and follows through on commitments. They are reliable, responsive, and take pride in maintaining a professional appearance and safe work environment. I would not hesitate to recommend them for future projects.

Signature and Date: Robert Michener

BID SUMMARY:

COMPANY NAME: Gibson Landscape Services, LLC.

PUBLIC FACILITIES		**MONTHLY PRICE**	**ANNUAL PRICE**
A.	City Hall	$ 1,143.00	$ 13,716.00
B.	City Hall – Fountain Area	$ 257.00	$ 3,084.00
C.	Amphitheater	$ 4,351.00	$ 52,212.00
D.	Municipal Court	$ 640.00	$ 7,680.00
E.	Police Department	$ 1,222.00	$ 14,664.00
F.	Public Works Administrative Building	$ 577.00	$ 6,924.00
G.	MMCC and Administrative Building	$ 1,333.00	$ 15,996.00
H.	Downtown Connection Center	$ 189.00	$ 2,268.00
I.	Municipal Park	$ 1,268.00	$ 15,216.00
TOTAL		$ 10,980.00	$ 131,760.00

STREETSCAPES			
A.	MLK Sr. Heritage Trail Streetscape	$1,027.00	$12,324.00
B.	East Atlanta Road Streetscape	$ 445.00	$ 5,340.00
C.	North Henry BLVD Streetscape	$ 497.00	$5,964.00
TOTAL		$1,969.00	$23,628.00

HISTORICAL MARKERS			
A.	Floyd Chapel Baptist Church	$ 181.00	$ 2,172.00
B.	Green Front Café	$ 181.00	$ 2,172.00
TOTAL		$ 362.00	$ 4,344.00

TOTAL ANNUAL CONTRACT	$13,311.00	$ 159,732.00

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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 for specifications.

City Hall Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	$594.00	Per Task	16 hrs.
Remove debris from beds in the spring. (Spring)	$742.00	Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$25.00	Per Visit	N/A
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.	N/A	Per Application	N/A
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.	$1,688.00	Per Application	N/A
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)	$113.00	Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)	$25.00	Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)	$65.00	Per Application	N/A
Spray landscaping for insects or disease. (As Needed)	$113.00	Per Application	N/A
Plant flowers.	$1,935.50	Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	$742.00	Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	$25.00	Per Task	N/A
Hourly rate for any services not listed above.	$38.00	Per Hour	N/A

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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 services for specifications.

City Hall Lawn Care Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	$112.00	Per Visit
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	$60.00	Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$25.00	Per Visit
Apply fertilizer (Two applications total for the year.)	$258.00	Per Application
Pre and post emergent herbicide. (As Needed)	$258.00	Per Application
Insecticide. (As Needed)	$258.00	Per Application
Core aeration and de-thatching of grass. (As Needed)	$430.00	Per Visit
Blow leaves and remove.	$742.00	Per Visit
Hourly rate for any services not listed above.	$38.00	Per Hour

EXHIBIT J:

COST PROPOSAL

REQUEST FOR PROPOSALS (RFP) No. 2026-0010

CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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 services for specifications.

City Hall Irrigation Proposal:

Service Description	Dollars Per Unit	Unit
Activate irrigation system. Check carefully for winter damage, heads under grass and needed adjustments to optimize performance. (Spring)	$740.00	Per Task
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	$85.00	Per Hour
Assess performance of system and adjust time. (Two times per month)	$30.00	Per Visit
Deactivate irrigation system and blow lines. (Fall)	$250.00	Per Task
Hourly rate for any services not listed above.	$85.00	Per Hour

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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 for specifications.

City Hall Fountain Area Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	$66.00	Per Task	2 hrs.
Remove debris from beds in the spring. (Spring)	$166.00	Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$6.00	Per Visit	N/A
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.	N/A	Per Application	N/A
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.	$472.50	Per Application	N/A
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)	$13.00	Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)	$15.00	Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)	$25.00	Per Application	N/A
Spray landscaping for insects or disease. (As Needed)	$13.00	Per Application	N/A
Plant flowers.	N/A	Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	$166.00	Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	$25.00	Per Task	N/A
Hourly rate for any services not listed above.	$38.00	Per Hour	N/A

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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 services for specifications.

City Hall Fountain Area Lawn Care Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	$40.00	Per Visit
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	$20.00	Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$6.00	Per Visit
Apply fertilizer (Two applications total for the year.)	$90.00	Per Application
Pre and post emergent herbicide. (As Needed)	$90.00	Per Application
Insecticide. (As Needed)	$90.00	Per Application
Core aeration and de-thatching of grass. (As Needed)	$149.00	Per Visit
Blow leaves and remove.	$83.00	Per Task
Hourly rate for any services not listed above.	$38.00	Per Hour

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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 services for specifications.

City Hall Fountain Area Irrigation Proposal:

Service Description	Dollars Per Unit	Unit
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	$580.00	Per Task
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	$85.00	Per Hour
Assess performance of system and adjust time. (Two times per month)	$30.00	Per Visit
Deactivate irrigation system and blow lines. (Fall)	$125.00	Per Task
Hourly rate for any services not listed above.	$85.00	Per Hour

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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 for specifications.

City of Stockbridge Amphitheater Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	$1,389.00	Per Task	37 hrs.
Remove debris from beds in the spring. (Spring)	$1,737.00	Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$58.00	Per Visit	N/A
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.	$14,740.00	Per Application	N/A
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.	N/A	Per Application	N/A
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)	$263.00	Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)	$35.00	Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)	$350.00	Per Application	N/A
Spray landscaping for insects or disease. (As Needed)	$263.00	Per Application	N/A
Plant flowers.	$2,660.00	Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	$1,737.00	Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	$25.00	Per Task	N/A
Hourly rate for any services not listed above.	$38.00	Per Hour	N/A

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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 services for specifications.

City of Stockbridge Amphitheater Lawn Care Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	$262.00	Per Visit
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	$141.00	Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$58.00	Per Visit
Apply fertilizer (Two applications total for the year.)	$790.00	Per Application
Pre and post emergent herbicide. (As Needed)	$790.00	Per Application
Insecticide. (As Needed)	$790.00	Per Application
Core aeration and de-thatching of grass. (As Needed)	$1,317.00	Per Visit
Blow leaves and remove.	$1,737.00	Per Visit
Hourly rate for any services not listed above.	$38.00	Per Hour

EXHIBIT J:

COST PROPOSAL

REQUEST FOR PROPOSALS (RFP) No. 2026-0010

CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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 services for specifications.

City of Stockbridge Amphitheater Irrigation Proposal:

Service Description	Dollars Per Unit	Unit
Activate irrigation system. Check carefully for winter damage, heads under grass and needed adjustments to optimize performance. (Spring)	$1,100.00	Per Task
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	$85.00	Per Hour
Assess performance of system and adjust time. (Two times per month)	$30.00	Per Visit
Deactivate irrigation system and blow lines. (Fall)	$250.00	Per Task
Hourly rate for any services not listed above.	$85.00	Per Hour

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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 for specifications.

City of Stockbridge Municipal Court Landscaping:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	$198.00	Per Task	5 hrs.
Remove debris from beds in the spring. (Spring)	$248.00	Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$17.00	Per Visit	N/A
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.	N/A	Per Application	N/A
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.	$641.00	Per Application	N/A
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)	$38.00	Per Application	N/A
Weed all beds, cracks, and crevices. (As Needed)	$15.00	Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)	$45.00	Per Application	N/A
Spray landscaping for insects or disease. (As Needed)	$38.00	Per Application	N/A
Plant Flowers	N/A	Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	$248.00	Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	$25.00	Per Task	N/A
Hourly rate for any services not listed above.	$38.00	Per Hour	N/A

EXHIBIT J:

COST PROPOSAL

REQUEST FOR PROPOSALS (RFP) No. 2026-0010

CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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 services for specifications.

City of Stockbridge Municipal Court Lawn Care Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	$37.00	Per Visit
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	$20.00	Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$17.00	Per Visit
Apply fertilizer (Two applications total for the year.)	$91.00	Per Application
Pre and post emergent herbicide. (As Needed)	$91.00	Per Application
Insecticide. (As Needed)	$91.00	Per Application
Core aeration and de-thatching of grass. (As Needed)	$151.00	Per Visit
Blow leaves and remove.	$248.00	Per Task
Hourly rate for any services not listed above.	$151.00	Per Hour

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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City of Stockbridge Municipal Court Irrigation Proposal:

Service Description	Dollars Per Unit	Unit
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	$620.00	Per Task
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	$85.00	Per Hour
Assess performance of system and adjust time. (Two times per month)	$30.00	Per Visit
Deactivate irrigation system and blow lines. (Fall)	$150.00	Per Task
Hourly rate for any services not listed above.	$85.00	Per Hour

EXHIBIT J:
COST PROPOSAL
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City of Stockbridge Police Department Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	$595.00	Per Task	16 hrs.
Remove debris from beds in the spring. (Spring)	$744.00	Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$25.00	Per Visit	N/A
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.	N/A	Per Application	N/A
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.	$1,485.00	Per Application	N/A
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)	$113.00	Per Application	N/A
Weed all beds, cracks, and crevices. (As Needed)	$20.00	Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)	$65.00	Per Application	N/A
Spray landscaping for insects or disease. (As Needed)	$113.00	Per Application	N/A
Plant Flowers	$506.00	Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	$744.00	Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	$25.00	Per Task	N/A
Hourly rate for any services not listed above.	$38.00	Per Hour	N/A

EXHIBIT J:
COST PROPOSAL
REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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 services for specifications.

City of Stockbridge Police Department Lawn Care Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	$112.00	Per Visit
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	$60.00	Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$25.00	Per Visit
Apply fertilizer (Two applications total for the year.)	$28.00	Per Application
Pre and post emergent herbicide. (As Needed)	$28.00	Per Application
Insecticide. (As Needed)	$28.00	Per Application
Core aeration and de-thatching of grass. (As Needed)	$66.00	Per Visit
Blow leaves and remove.	$744.00	Per Task
Hourly rate for any services not listed above.	$38.00	Per Hour

EXHIBIT J:

COST PROPOSAL

REQUEST FOR PROPOSALS (RFP) No. 2026-0010

CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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City of Stockbridge Police Department Irrigation Proposal:

Service Description	Dollars Per Unit	Unit
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	$640.00	Per Task
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	$85.00	Per Hour
Assess performance of system and adjust time. (Two times per month)	$30.00	Per Visit
Deactivate irrigation system and blow lines. (Fall)	$150.00	Per Task
Hourly rate for any services not listed above.	$85.00	Per Hour

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REQUEST FOR PROPOSALS (RFP) No. 2026-0010
CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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Public Works Administrative Building Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	$126.00	Per Task	4 hrs.
Remove debris from beds in the spring. (Spring)	$87.00	Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$11.00	Per Visit	N/A
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.	$536.00	Per Application	N/A
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.	N/A	Per Application	N/A
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)	$46.00	Per Application	N/A
Weed all beds, cracks, and crevices. (As Needed)	$16.00	Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)	$35.00	Per Application	N/A
Spray landscaping for insects or disease. (As Needed)	$35.00	Per Application	N/A
Plant Flowers	N/A	Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	$46.00	Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	$25.00	Per Task	N/A
Hourly rate for any services not listed above.	$38.00	Per Hour	N/A

EXHIBIT J:

COST PROPOSAL

REQUEST FOR PROPOSALS (RFP) No. 2026-0010

CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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City of Stockbridge Public Works Administrative Building Lawn Care Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	$47.00	Per Visit
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	$23.00	Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$11.00	Per Visit
Apply fertilizer (Two applications total for the year.)	$115.00	Per Application
Pre and post emergent herbicide. (As Needed)	$115.00	Per Application
Insecticide. (As Needed)	$115.00	Per Application
Core aeration and de-thatching of grass. (As Needed)	$191.00	Per Visit
Blow leaves and remove.	$87.00	Per Task
Hourly rate for any services not listed above.	$38.00	Per Hour

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CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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City of Stockbridge Municipal Park Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	$265.00	Per Task	7 Hrs.
Remove debris from beds in the spring. (Spring)	$331.00	Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$11.00	Per Visit	N/A
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)	N/A	Per Application	N/A
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.	$742.50	Per Application	N/A
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)	$50.00	Per Application	N/A
Weed all beds, cracks, and crevices. (As Needed)	$20.00	Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)	$35.00	Per Application	N/A
Spray landscaping for insects or disease. (As Needed)	$50.00	Per Application	N/A
Plant flowers.	$4,401.00	Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	$331.00	Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	$25.00	Per Task	N/A
Hourly rate for any services not listed above.	$38.00	Per Hour	N/A

EXHIBIT J:

COST PROPOSAL

REQUEST FOR PROPOSALS (RFP) No. 2026-0010

CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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City of Stockbridge Municipal Park LAWN CARE Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	$50.00	Per Visit
Edge sidewalks, curbs, and parking lot adjacent to lawn. (Bi-Monthly)	$27.00	Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$11.00	Per Visit
Apply fertilizer (Two applications total for the year.)	$41.00	Per Application
Pre and post emergent herbicide. (As Needed)	$41.00	Per Application
Insecticide. (As Needed)	$41.00	Per Application
Core aeration and de-thatching of grass. (As Needed)	$68.00	Per Visit
Blow leaves and remove.	$331.00	Per Task
Hourly rate for any services not listed above.	$38.00	Per Hour

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City of Stockbridge Municipal Park IRRIGATION Proposal:

Service Description	Dollars Per Unit	Unit
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	$580.00	Per Task
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	$85.00	Per Hour
Assess performance of system and adjust time. (Two times per month)	$30.00	Per Visit
Deactivate irrigation system and blow lines. (Fall)	$125.00	Per Task
Hourly rate for any services not listed above.	$85.00	Per Hour

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City of Stockbridge MMCC and Administrative Building LANDSCAPING Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	$563.00	Per Task	15 Hrs.
Remove debris from beds in the spring. (Spring)	$224.00	Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$27.00	Per Visit	N/A
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.	N/A	Per Application	N/A
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.	$843.75	Per Application	N/A
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)	$109.00	Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)	$15.00	Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)	$45.00	Per Application	N/A
Spray landscaping for insects or disease. (As Needed)	$35.00	Per Application	N/A
Plant flowers.	$756.00	Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	$109.00	Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	$25.00	Per Task	N/A
Hourly rate for any services not listed above.	$38.00	Per Hour	N/A

EXHIBIT J:

COST PROPOSAL

REQUEST FOR PROPOSALS (RFP) No. 2026-0010

CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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City of Stockbridge MMCC and Administrative Building LAWN CARE Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	$104.00	Per Visit
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	$82.00	Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$27.00	Per Visit
Apply fertilizer (Two applications total for the year.)	$198.00	Per Application
Pre and post emergent herbicide. (As Needed)	$396.00	Per Application
Insecticide. (As Needed)	$198.00	Per Application
Core aeration and de-thatching of grass. (As Needed)	$329.00	Per Visit
Blow leaves and remove.	$224.00	Per Task
Hourly rate for any services not listed above.	$38.00	Per Hour

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MMCC and Administrative Building Irrigation Proposal:

Service Description	Dollars Per Unit	Unit
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	$600.00	Per Task
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	$85.00	Per Hour
Assess performance of system and adjust time. (Two times per month)	$30.00	Per Visit
Deactivate irrigation system and blow lines. (Fall)	$250.00	Per Task
Hourly rate for any services not listed above.	$85.00	Per Hour

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CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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Downtown Connection Center Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	$57.00	Per Task	2hrs.
Remove debris from beds in the spring. (Spring)	$30.00	Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$5.00	Per Visit	N/A
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.	N/A	Per Application	N/A
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.	$67.50	Per Application	N/A
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)	$9.00	Per Application	N/A
Weed all beds, cracks, and crevices. (As Needed)	$5.00	Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)	$15.00	Per Application	N/A
Spray landscaping for insects or disease. (As Needed)	$9.00	Per Application	N/A
Plant flowers.	N/A	Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	$30.00	Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	$25.00	Per Task	N/A
Hourly rate for any services not listed above.	$38.00	Per Hour	N/A

EXHIBIT J:

COST PROPOSAL

REQUEST FOR PROPOSALS (RFP) No. 2026-0010

CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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Downtown Connection Center Lawn Care Proposal:

Service Description	Dollars Per Unit	Unit
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	$19.00	Per Visit
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	$9.00	Per Visit
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$5.00	Per Visit
Apply fertilizer (Two applications total for the year.)	$84.00	Per Application
Pre and post emergent herbicide. (As Needed)	$84.00	Per Application
Insecticide. (As Needed)	$84.00	Per Application
Core aeration and de-thatching of grass. (As Needed)	$140.00	Per Visit
Blow leaves and remove.	$30.00	Per Task
Hourly rate for any services not listed above.	$38.00	Per Hour

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MLK, Sr. Heritage Trail Streetscape Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	$605.00	Per Task	16 Hrs.
Remove debris from beds in the spring. (Spring)	$139.00	Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$21.00	Per Visit	N/A
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.	$1,675.00	Per Application	N/A
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.	N/A	Per Application	N/A
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)	$26.00	Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)	$18.00	Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)	$45.00	Per Application	N/A
Spray landscaping for insects or disease. (As Needed)	$26.00	Per Application	N/A
Plant flowers.	N/A	Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	$139.00	Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	$25.00	Per Task	N/A
Hourly rate for any services not listed above.	$38.00	Per Hour	N/A

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East Atlanta Road Streetscape Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	$132.00	Per Task	3 hrs.
Remove debris from beds in the spring. (Spring)	$330.00	Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$11.00	Per Visit	N/A
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.	$536.00	Per Application	N/A
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.	$270.00	Per Application	N/A
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)	$25.00	Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)	$15.00	Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)	$65.00	Per Application	N/A
Spray landscaping for insects or disease. (As Needed)	$25.00	Per Application	N/A
Plant flowers.	N/A	Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	$330.00	Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	$25.00	Per Task	N/A
Hourly rate for any services not listed above.	$38.00	Per Hour	N/A

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North Henry Blvd Streetscape Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	$132.00	Per Task	3 hrs.
Remove debris from beds in the spring. (Spring)	$330.00	Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$11.00	Per Visit	N/A
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.	N/A	Per Application	N/A
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.	$844.00	Per Application	N/A
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)	$25.00	Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)	$15.00	Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)	$45.00	Per Application	N/A
Spray landscaping for insects or disease. (As Needed)	$25.00	Per Application	N/A
Plant flowers.	N/A	Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	$330.00	Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	$25.00	Per Task	N/A
Hourly rate for any services not listed above.	$38.00	Per Hour	N/A

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Floyd Chapel Historical Marker Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	$57.00	Per Task	1.5 hrs.
Remove debris from beds in the spring. (Spring)	$30.00	Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$5.00	Per Visit	N/A
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.	N/A	Per Application	N/A
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.	$20.25	Per Application	N/A
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)	$9.00	Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)	$5.00	Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)	$15.00	Per Application	N/A
Spray landscaping for insects or disease. (As Needed)	$9.00	Per Application	N/A
Plant flowers.	N/A	Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	$30.00	Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	$25.00	Per Task	N/A
Hourly rate for any services not listed above.	$38.00	Per Hour	N/A

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Green Front Café Landscaping Proposal:

Service Description	Dollars Per Unit	Unit	Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	$57.00	Per Task	1.5 hrs.
Remove debris from beds in the spring. (Spring)	$30.00	Per Task	N/A
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	$5.00	Per Visit	N/A
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.	N/A	Per Application	N/A
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.	$20.25	Per Application	N/A
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)	$9.00	Per Application	N/A
Weed all beds, cracks and crevices. (As Needed)	$5.00	Per Visit	
Apply fertilizer to all beds including a slow release formula. (As Needed)	$15.00	Per Application	N/A
Spray landscaping for insects or disease. (As Needed)	$9.00	Per Application	N/A
Plant flowers.	N/A	Per Application	N/A
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	$30.00	Per Task	N/A
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	$25.00	Per Task	N/A
Hourly rate for any services not listed above.	$38.00	Per Hour	N/A

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ADDENDUM NO. 6

SOLICITATION NO.: REQUEST FOR PROPOSALS (RFP) 2026-0010

SOLICITATION TITLE: CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

ATTENTION ALL POTENTIAL BIDDERS:

[X] **MUST READ ADDENDUM CAREFULLY AND FOLLOW ALL INSTRUCTIONS.** This addendum forms part of the contract documents and modifies the original bidding. Documents shall be as binding as if contained therein.

[X] Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.

[ ] Return Completed Revised Bid Pricing Sheets with Bid Submittal.

CLARIFICATIONS / MODIFICATIONS / QUESTIONS AND ANSWERS

The RFP is hereby revised as follows:

Bid Bond: A Bid Bond **is not required** for this Request for Proposals (RFP). Any references in Request For Proposal (RFP) 2026-0010 solicitation documents requiring a Bid Bond are hereby deleted and shall have no force or effect.

Performance Bond: The requirement for a Performance Bond **remains in full force and effect**. The successful proposer shall furnish the required Performance Bond in accordance with the terms and conditions of Request For Proposals (RFP) 2026-0010 and resulting contract.

All other terms and conditions of the RFP remain unchanged.

End of Addendum 6.

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ADDENDUM NO. 5

SOLICITATION NO.: REQUEST FOR PROPOSALS (RFP) 2026-0010

SOLICITATION TITLE: CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

ATTENTION ALL POTENTIAL BIDDERS:

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[X] Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.

[ ] Return Completed Revised Bid Pricing Sheets with Bid Submittal.

CLARIFICATIONS / MODIFICATIONS / QUESTIONS AND ANSWERS

The purpose of this Addendum is to correct an administrative oversight in the solicitation documents. The indemnification provision was inadvertently omitted from the original Request For Proposals (RFP 2026-0010). This Addendum incorporates the City's standard indemnification language into the solicitation and shall be considered part of the RFP and any resulting contract. It is **also** to add the most recent Question and Answer that was submitted by proposers before the deadline date (July 17, 2026, 12:00 Noon).

All proposers shall acknowledge receipt of Addendum (#5), and shall consider the indemnification provision as incorporated into the Request For Proposals (RFP) 2026-0010 solicitation documentation.

INDEMNIFICATION AND INSURANCE:

12.1 The Service Provider shall, to the extent allowed under Georgia law, indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or

death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Service Provider's directors, officers, agents, employees, subcontractors, licensees or invitees, in connection with the performance of this contract regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other that the Service Provider or the Service Provider's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Service Provider to keep, observe or perform any of the covenants or agreements in this Contract which required to be kept, observed or performed by the Service Provider, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 13.4 below by or in favor of any person described in Section 13.5 below, or (iv) arising out of or in connection with any action by Service Provider or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Service Provider reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Service Provider or its insurer to compromise and defend the same to the extent of its interest, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Service Provider shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Service Provider and the City shall have mutually agreed to the contrary, (2) the Service Provider has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Service Provider are both name parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Service Provider by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. Notwithstanding anything contained in the foregoing indemnity, any claim for indemnity by the City for claims of thirds parties alleging harm due to the professional services provided by Service Provider, to the fullest extent permitted by law, Service Provider shall indemnify the City from and against losses, damages, and judgments arising from such claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to have been caused by a negligent act, error or omission of Service Provider or its sub-Service Providers in the performance of professional services under this Agreement.

QUESTION AND ANSWERS:

Q1. Bid Bond: What is the required Bid Bond Amount(%)?

A1. A bid bond in the amount of five percent (5%) of the total bid is required and must be submitted with the proposal. The City will accept standard surety bond forms, provided they meet the requirements of the solicitation and are acceptable to the city.

Q2. Regarding addendum #4 and the updated pricing sheet, does this replace all pricing sheets (pages 72 - 101) or just the final bid summary page on page 102?
What pages need to be returned with the cost proposal submission?

A2. Addendum #4 only replaces the final bid summary page on page 102.

Q3. Should the estimated hours that need to be entered under the pruning section of each landscape page be the total hours spent at each site each week, or is it just the pruning hours for each location? Total hours would be more beneficial for customer evaluation.

A3. The estimated hours is for the pruning section only. This will allow the City to estimate the cost of any additional pruning deemed necessary outside the proposed scope of services.

Q4. Please confirm that all mulch, pine straw, seasonal color installation, maintenance, and watering need to be included in the final submitted pricing.

A4. Yes, all mulch, pine straw, seasonal color installation, maintenance, and watering should be included in the final submitted pricing.

End of Addendum 5.

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EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Gibson Landscape Services, LLC.

Address: 11395 Old Roswell Road, Alpharetta, GA 30009

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stockbridge within five (5) business days after any subcontractor(s) is/are retained to perform such service.

320163
E Verify ™ Company Identification Number

April 19, 2010
Date of Authorization

Bill Parker
BY: Authorized Officer or Agent
(Name of Person or Entity)

July 29, 2026
Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

30 DAY OF July, 2026

Healkianys Mardach
Notary Public

HEALKIANYS MARDACH NOTARY PUBLIC DAWSON COUNTY, GEORGIA My Commission Expires 03-17-2029 [NOTARY SEAL]

My Commission Expires: 3/17/29

*** or any subsequent replacement** 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. 99-60

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4640 North Henry Boulevard
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ADDENDUM NO. 4

SOLICITATION NO.: REQUEST FOR PROPOSALS (RFP) 2026-0010

SOLICITATION TITLE: CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

ATTENTION ALL POTENTIAL BIDDERS:

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[ ] Return Completed Revised Bid Pricing Sheets with Bid Submittal.

CLARIFICATIONS / MODIFICATIONS / QUESTIONS AND ANSWERS

The following documents are added:

1. Bid Summary Sheet (Revised), 1 page

2. Landscape Locations, 8 pages

BID SUMMARY:

COMPANY NAME: _____

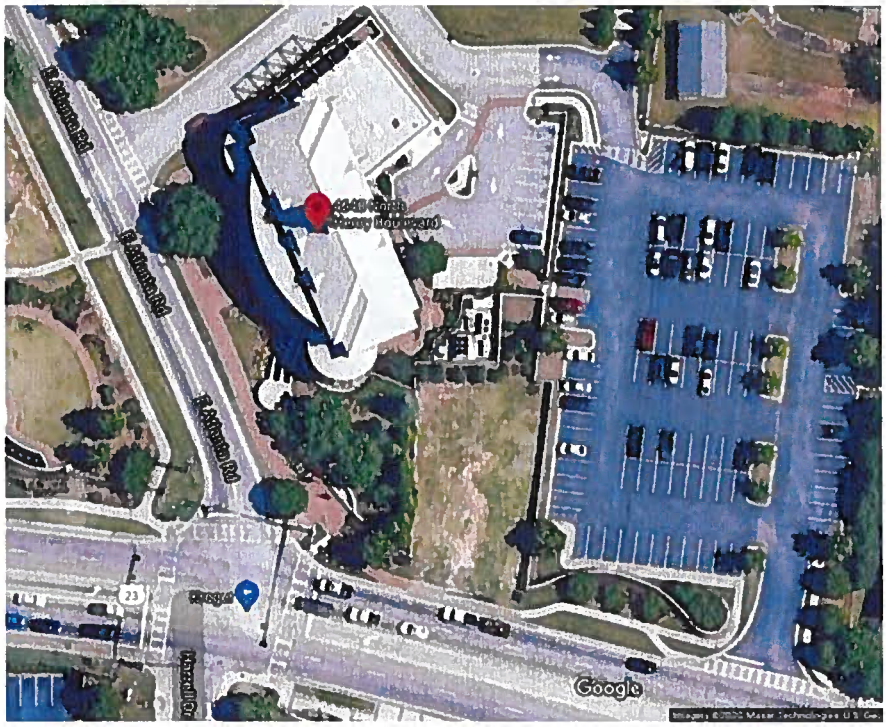
PUBLIC FACILITIES		**MONTHLY PRICE**	**ANNUAL PRICE**
A.	City Hall	$	$
B.	City Hall – Fountain Area	$	$
C.	Amphitheater	$	$
D.	Municipal Court	$	$
E.	Police Department	$	$
F.	Public Works Administrative Building	$	$
G.	MMCC and Administrative Building	$	$
H.	Downtown Connection Center	$	$
I.	Municipal Park	$	$
TOTAL		$	$

STREETSCAPES			
A.	MLK Sr. Heritage Trail Streetscape	$	$
B.	East Atlanta Road Streetscape	$	$
C.	North Henry BLVD Streetscape	$	$
TOTAL			

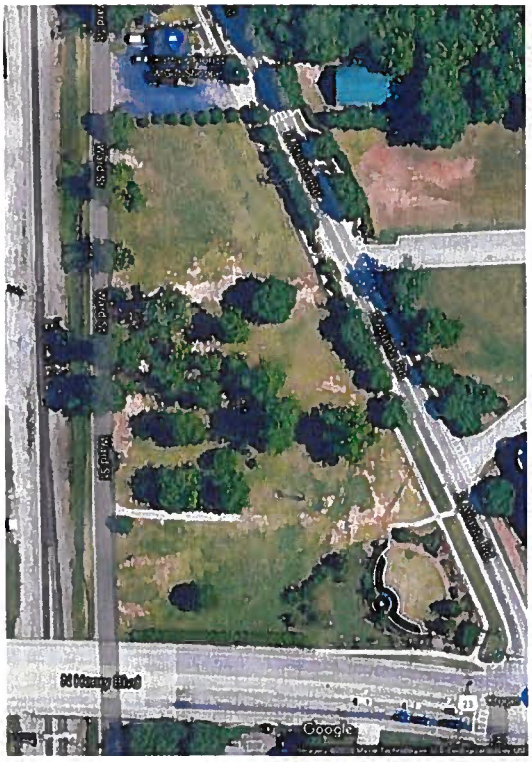
HISTORICAL MARKERS			
A.	Floyd Chapel Baptist Church	$	$
B.	Green Front Café	$	$
TOTAL		$	$

TOTAL ANNUAL CONTRACT		$	$

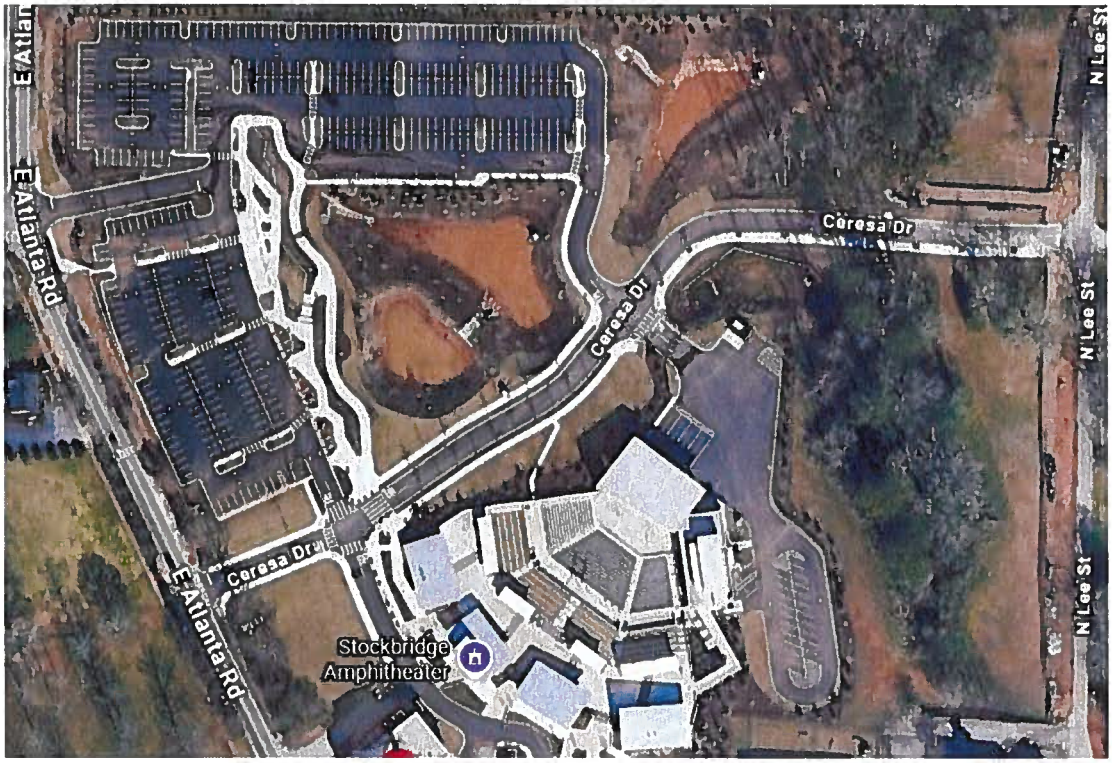
City of Stockbridge City Hall – 4640 North Henry Blvd



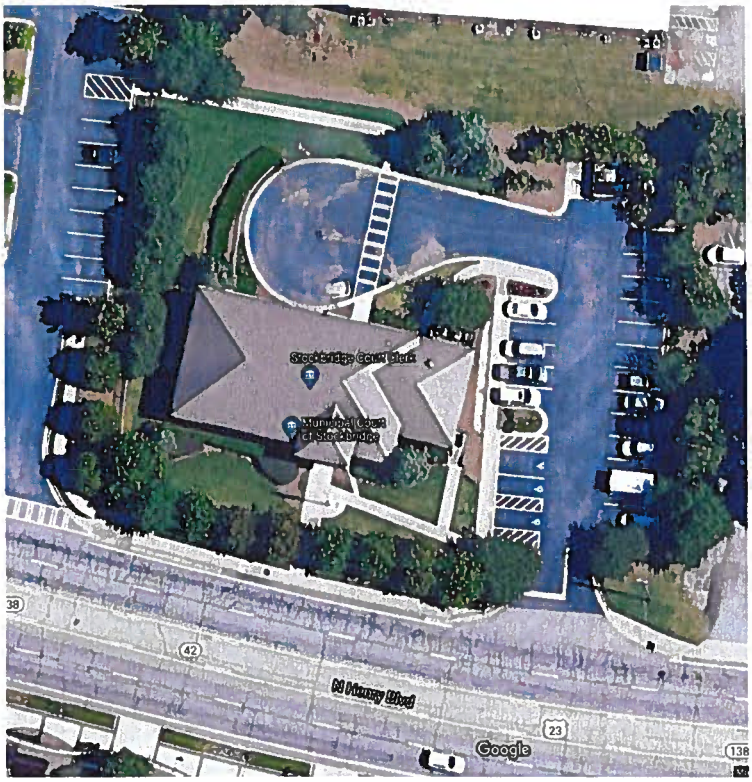
Stockbridge City Hall Fountain Park – Across from 4640 North Henry Blvd



Stockbridge Amphitheater – 4650 North Henry Blvd



City of Stockbridge Municipal Courts – 4602 North Henry Blvd.



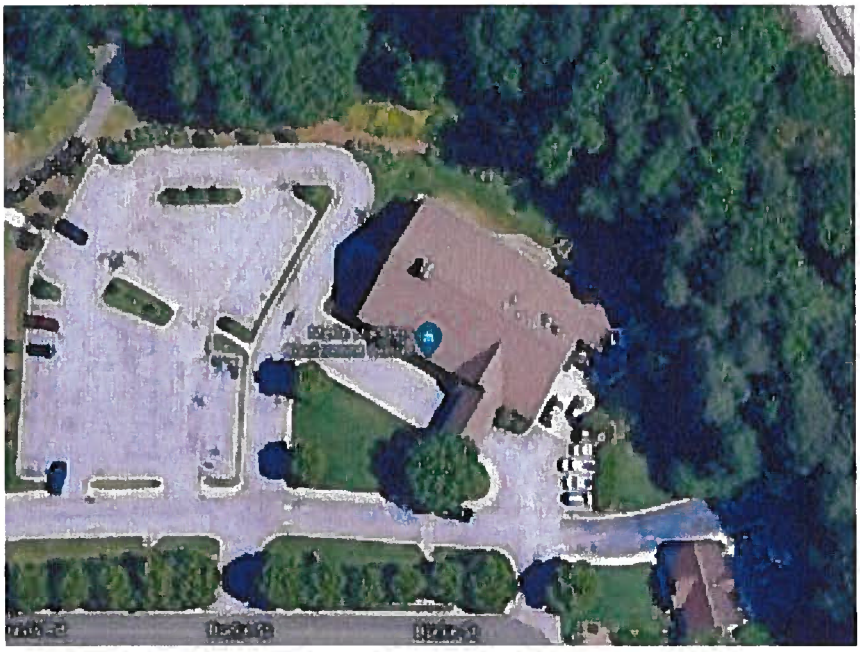
City of Stockbridge Police Department)– 4545 North Henry Blvd



Public Works Admin Building – 321 Taylor Drive



Merle Manders Conference Center and Admin Building – 111 Davis Road



Downtown Connection Center – 130 MLK Sr. Heritage Trail

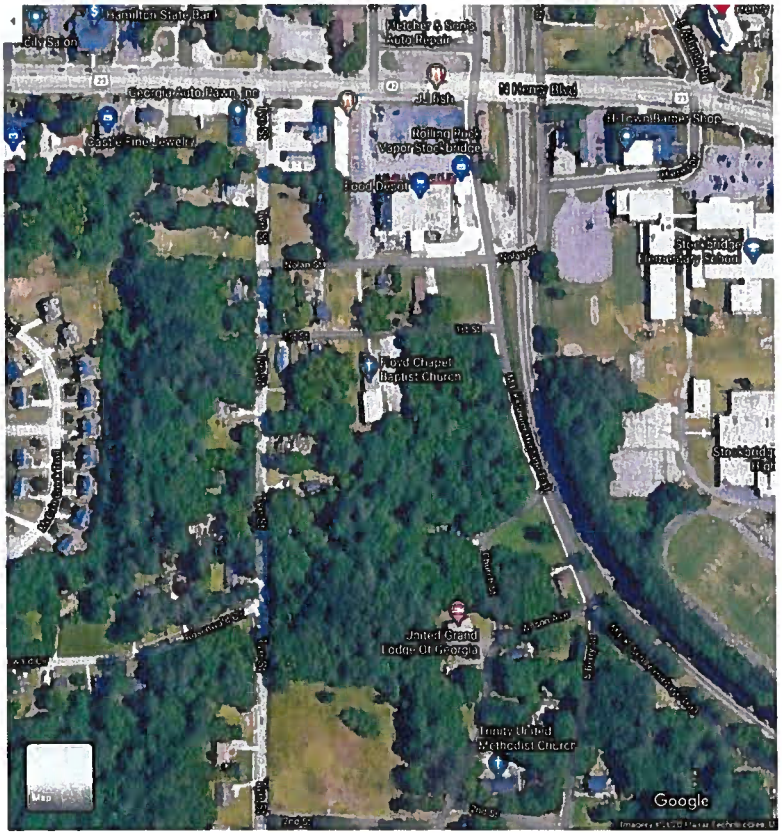


Stockbridge Municipal Park – 4557 North Henry Blvd

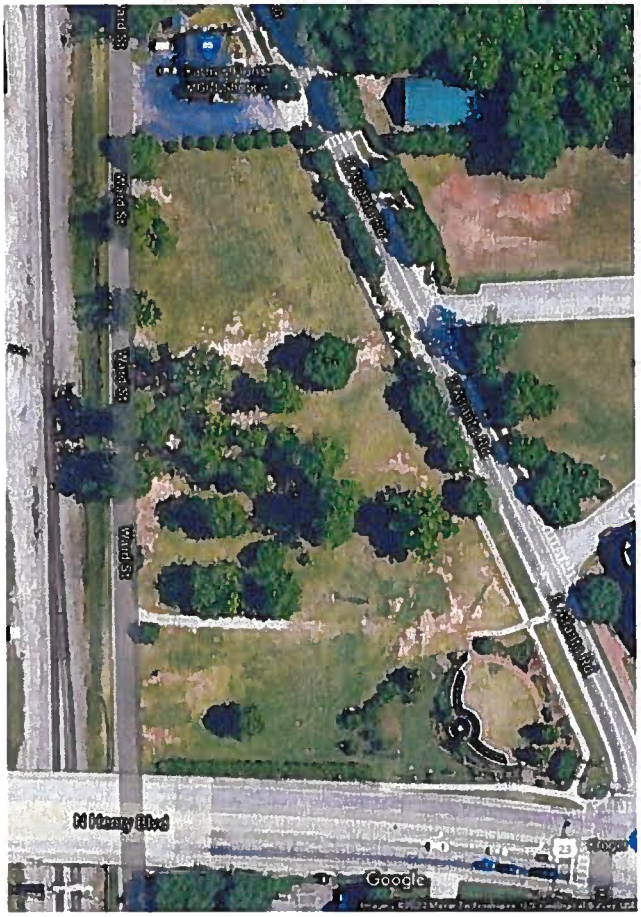


MLK Sr. Heritage Trail - Streetscape from Love Street to Wilson Avenue

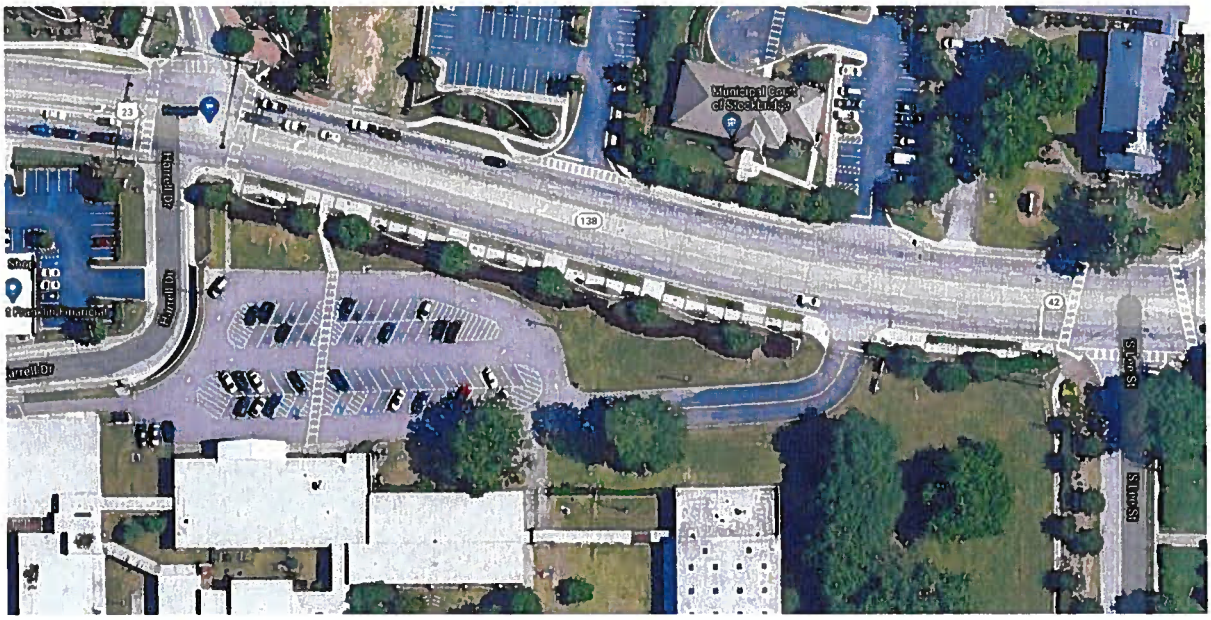




East Atlanta Road Streetscape from Love Street to North Henry Blvd



North Henry Blvd Street Scape - Harrell Drive to South Lee Street



Green Front Café Historical Marker – 112 2nd Street



Floyde Chapel Baptist Church - Historical Marker – 104 1st Street



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ADDENDUM NO. 3

SOLICITATION NO.: REQUEST FOR PROPOSALS (RFP) 2026-0010

SOLICITATION TITLE: CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

ATTENTION ALL POTENTIAL BIDDERS:

[X] **MUST READ ADDENDUM CAREFULLY AND FOLLOW ALL INSTRUCTIONS.** This addendum forms part of the contract documents and modifies the original bidding. Documents shall be as binding as if contained therein.

[X] Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.

[ ] Return Completed Revised Bid Pricing Sheets with Bid Submittal.

CLARIFICATIONS / MODIFICATIONS / QUESTIONS AND ANSWERS

Q1. Bonds
Is the city asking for Performance Bond and Bid Bond?
A1. Yes, Performance and Bid Bonds

Q2. Are the bonds in the packet something new?
A2. No. Bonds are a part of the contractual packet. What determines the type of bonds (if needed) is the type of contract/project.

Q3. Why are there so many different forms for the bonds? It is a little confusing
A3. There are only two bond required (Bid & Performance). Each bond has multiple pages.

Q4. Is there a preferred form that we should use?
Q4. Both: Bid and Performance.

Q5. On the MMCC Administration building and 111 Davis Road, is the park there included?
A5. No, not the park.

Q6. Do you have any service maps that you can provide? Especially for Streetscapes.
A6. Aeiral maps/photos will be provided for each location.

Q7. Pricing Sheets. It appears as though you are trying to get prices for different aspects of. Should the last page (Total overall base bid) include planting flowers? Is not per occurrence?
Example: On City Hall page, it says plant flower (page 72)? Does per application apply? I guess you are asking for the fall rotation and the spring rotation?
A7. The base bid should include the planting of flowers. Per application applies to planting of flowers on page 72.

Q8. City Hall irrigation. There is a separate page for irrigation services, but I don't see a separate pricing for the form or line item. Should that be included in with the City Hall? The start up and winterization. I think you are asking for ....It looks like repairs is something that we would propose separately. Startup winterization, and then the hourly rate. Clarity is needed.
A8. The cost proposal for City Hall irrigation can be found on Page 74. The pricing for inspections and routine maintenance should be included in the overall price for City Hall. Repairs will be separate and as needed based on the unit pricing provided.

Q9. It appears a zone count would be helpful too. So, how many clocks and how many zones?
A9. Zone count and zone clocks are not available.

Q10. Part of the scoring metrics, 50% of it goes to cost. Are you factoring in just what's in the summary page for that page, or are you looking at all of these hourly rates? Like, how long it takes us to prune City Hall. Every single one of those units, how does that get factored in?
A10. The scoring will be based on the overall cost.

Q11. What would be very valuable is to know if the pine straw, mulch, and color are included in that final number. The pages provided are valuable, but it won't add up to the final cost, so clarity in this will be beneficial for all.
A11. The pine straw, mulch, and color should be included in that final number.

Q12. What would be the hot points when it comes to the Council's concerns?
Q12. The City expects a premium standard of excellence in the maintenance and appearance of all city maintained locations.

Q13. Performance Bond. If selected. How far in advance will we have to obtain the Performance Bond? 15 days, two weeks..?
A13. Performance Bonds are due after the Notice of Award (NOA) is issued.

Q14. Will the fall flowers be installed before October 1st or after? So should we leave the fall out of the pricing for 2026?
A14. Yes.

Q15. For clarity, since the initial term is 15 months, this bid pricing will be for one calendar year, right?
A15. One year + 3 months. Procurement Manager please verify.

Q16. Do you want to do two pricing sheets, one for the full year, and the other (monthly) to cover the three (3) months? Knowing this will prevent some vendors from submitting monthly and others submitting yearly.
A1.6 A revised bid summary sheet will be provided to include a monthly and annual cost.

Q17. The monthly, will it include the pine straw?
A17. The monthly cost should include the pine straw applications.

Q18. We've prepared draft site maps for each location. Can I email them to you to review so you can confirm whether we've correctly captured boundaries? Doesn't appear to be way to attach them to this message.
A18. Maps will be provided.

Q19. Are we responsible for cleaning retention ponds near Amphitheatre? If so, what is frequency and will you add line-item in pricing form where it should be entered?
A19. Vendor will not be responsible for cleaning inside the detention pond.

Q20. Could you please describe what comprises the North Henry Blvd Streetscapes?
A20. The streetscape for North Henry Blvd runs from Harrell Drive to South Lee Steet. Please refer to Page"99" North Henry Blvd Streetscape Landscaping Proposal for detailed service description.

Q21. Will the City be or can the City please provide Maps of the Landscape Service Areas so that we can confirm the boundaries and areas to be serviced? Thank you."
A21. Maps will be provided.

Q22. Please confirm whether proposers are required to submit pricing for all listed properties and service categories, or whether proposers may submit pricing for selected properties/service categories only. If partial proposals are allowed, please clarify how the City will evaluate and award those proposals.

A22. No partial proposals are allowed.

Q23. Please provide the name of the company that was awarded the most recent landscape maintenance contract for these same locations, along with the awarded contract amount, contract term, and whether the prior contract included the same scope of work, properties, irrigation services, seasonal color, mulch/pine straw, and streetscape maintenance included in RFP 2026-0010.
In addition, was the amount annual, monthly, or for the full contract term?

A23. All Open Records Request must be submitted to the City of Stockbridge City Clerk's Office.

Q24. I would like to request the name of the previous awarded vendor (incumbent) and the incumbent's awarded amount. Thank you very much.

A24. All Open Records Requests must be submitted to the City of Stockbridge City Clerk's Office.

Q25. Wanda, We've prepared draft site maps for each location. Can I email them to you to review so you can confirm whether we've correctly captured boundaries? Doesn't appear to be way to attach them to this message.

A25. Maps will be provided.

Q26. Wanda, are we responsible for cleaning retention ponds near amphitheatre? If so, what is frequency and will you add line-item in pricing form where it should be entered?

A26. Vendor will not be responsible for cleaning inside the detention pond.

Q27. Wanda, Could you please describe what comprises the North Henry Blvd Streetscapes?

A27. The streetscape for North Henry Blvd runs from Harrell Drive to South Lee Steet. Please refer to Page"99" North Henry Blvd Streetscape Landscaping Proposal for detailed service description.

Q28. Will the City be or can the City please provide Maps of the Landscape Service Areas so that we can confirm the boundaries and areas to be serviced? Thank you.

A28. Maps will be provided.

Q29. The Exhibit I reference forms that you all have in the RFP seem to be the forms that you all would use internally when interviewing our references. Should these forms be replaced with Reference Information Forms?

A29. Exhibit I contains the Reference Verification Form that must be completed by five (5) of the Proposer's references. Each reference is responsible for completing the form on the Proposer's behalf and returning the completed form to the Proposer.

The Proposer is then responsible for uploading all completed forms into the Bonfire Portal as part of the proposal submission, Exhibit I.

- **Proposing Firm**: Enter the name of the Proposer's company.
- **Date of Verification**: Enter the date the reference completes and returns the form to the Proposer.
- **Reference Organization**: Enter the name of the organization providing the reference.
- **Project Verified**: Enter the name of the project the Proposer performed for the reference organization.
- **Person Contacted**: Enter the name of the individual providing the reference.
- **Title**: Enter the job title of the individual providing the reference.
- **Telephone & Extension**: Enter the individual's telephone number and extension, if applicable.
- **Email Address**: Enter the individual's email address.
- **Questions 1–4**: These questions must be completed by the individual providing the reference.
- **Additional Comments (Optional)**: The reference may include any additional comments they believe are relevant.

End of Addendum No. 3

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Stockbridge, GA 30281

ADDENDUM NO. 2

SOLICITATION NO.: REQUEST FOR PROPOSALS (RFP) 2026-0010

SOLICITATION TITLE: CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

ATTENTION ALL POTENTIAL BIDDERS:

[X] **MUST READ ADDENDUM CAREFULLY AND FOLLOW ALL INSTRUCTIONS.** This addendum forms part of the contract documents and modifies the original bidding. Documents shall be as binding as if contained therein.

[X] 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 ~~strikethrough~~ type are deletions from existing text. Words in ** **bold** ** **and underlined type** are additions to the existing test.

1. The deadline for Questions has been changed from ~~July 10, 2026~~. The new deadline for questions is **Friday, July 17, 2026**, 12:00 Noon EST.

2. The Deadline for Submissions for Landscape Maintenance Services has been changed from ~~Friday, July 24, 2026~~. The new Deadline for Submissions is **Friday, July 31, 2026**, 3:00 PM EST.

3. The Deadline to evaluate Project Submissions has been changed from ~~July 31, 2026.~~ The new Deadline to evaluate Project Submissions is **Friday, August 7, 2026**, 3:00 PM.

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4640 North Henry Boulevard
Stockbridge, GA 30281

ADDENDUM NO. 1

SOLICITATION NO.: REQUEST FOR PROPOSALS (RFP) 2026-0010

SOLICITATION TITLE: CITY OF STOCKBRIDGE LANDSCAPE MAINTENANCE SERVICES

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[X] Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.

[ ] Return Completed Revised Bid Pricing Sheets with Bid Submittal.

CLARIFICATIONS / MODIFICATIONS / QUESTIONS AND ANSWERS

Q1. **Clarification on Whether Partial Bids Are Allowed:**
Please confirm whether proposers are required to submit pricing for all listed properties and service categories, or whether proposers may submit pricing for selected properties/service categories only. If partial proposals are allowed, please clarify how the City will evaluate and award those proposals.

A1. Proposers are required to submit pricing for all listed properties and service categories. The City will not accept any partial proposals.

Request For Proposals (RFP) No 2026-0010 - City of Stockbridge Landscape Maintenance Services

Project Overview

Project Details	
Reference ID	Request For Proposals (RFP) No 2026-0010
Project Name	City of Stockbridge Landscape Maintenance Services
Project Facilitator	Wanda Cooley
Project Type	RFP (Request For Proposals)
Department	Purchasing
Budget	$0.00 - $0.00
Project Description	The City of Stockbridge, Georgia ("City") is soliciting proposals from qualified and experienced landscape maintenance contractors to provide comprehensive landscape and grounds maintenance services for City-owned facilities and properties identified in this Request for Proposals (RFP). The selected Contractor shall furnish all labor, supervision, equipment, tools, materials, transportation, insurance, permits, licenses, incidentals, and all other resources necessary to perform and complete the required services in a professional, safe, and efficient manner. The scope of work includes, but is not limited to, the routine maintenance and care of landscaped areas, turf, ground cover, trees, shrubs, irrigation systems, and related site features located at the facilities listed in this RFP. Services shall encompass general groundskeeping, horticultural maintenance, irrigation system inspection and maintenance, debris removal, and landscape area cleanup. The Contractor shall also perform repairs necessitated by vandalism, damage to irrigation systems, and replacement of plant materials when required. Services to be provided include, but are not limited to, the following: 1. Turf and Ground Cover Maintenance Mowing, edging, trimming, and maintaining all turf and ground cover areas in a healthy and attractive condition. 2. Litter and Debris Removal, Removal and

	proper disposal of litter, trash, leaves, and other debris from turf areas, planter beds, fence lines, sidewalks, parking areas, street curbs, and other designated locations. 3. Tree and Shrub Maintenance Pruning, trimming, shaping, and maintaining trees, shrubs, hedges, and ornamental plantings to promote healthy growth, safety, and aesthetic appearance. 4. Weed, Pest, and Disease Control Application of herbicides, pesticides, fungicides, and other approved chemical agents, as necessary, to control weeds, insects, pests, and plant diseases. All applications shall comply with applicable federal, state, and local regulations and industry best practices. 5. Irrigation System Inspection and Maintenance Monthly inspection, testing, adjustment, and maintenance of all irrigation systems by a licensed irrigator. The Contractor shall provide evidence of current licensure and shall promptly identify and repair system deficiencies to ensure proper operation and water conservation. 6. Plant Material Replacement of dead, damaged, diseased, or missing plant materials with comparable species and sizes as approved by the City. 7. Additional Services Performance of other landscape and grounds maintenance services as specified in this RFP or as reasonably required to maintain City properties in a safe, functional, and aesthetically pleasing condition. The Contractor shall perform all services in accordance with the requirements, specifications, standards, and conditions contained in or referenced by this RFP. The Contractor is solely responsible for investigating existing site conditions and all factors that may affect the cost, scheduling, or performance of the work prior to submitting a proposal. The City's objective is to maintain all designated properties at a Class A appearance standard, as determined solely by the City of Stockbridge. The Contractor shall consistently maintain all landscapes and grounds to this standard throughout the contract term. Any questions, discrepancies, or differences in interpretation regarding the required level of maintenance or appearance standards shall be resolved at the sole discretion of the City of Stockbridge, Georgia, whose determination shall be final.
Open Date	Jun 24, 2026 1:00 PM EDT
Close Date	Jul 31, 2026 3:00 PM EDT

Highest Scoring Supplier	Score
Gibson Landscape Services, LLC	**86.8 pts**

Conflict of Interest

Declaration of Conflict of Interest

You have been selected to serve as a member of the Evaluation Committee for this evaluation. Please review the following Code of Conduct and Conflict of Interest provisions to determine whether you have any actual or potential conflict that may affect your ability to serve on the Committee.

Code of Conduct

All information related to submissions received from Suppliers or Service Providers must be treated as confidential. Committee members are required to maintain the confidentiality of all evaluation materials and information throughout the evaluation process.

Conflict of Interest

No member of the Evaluation Committee shall participate in the evaluation if the Committee member or any member of their immediate family:

- Has a direct or indirect financial interest in the award of the contract to any proponent;
- Is currently employed by, or serves as a consultant to or contractor for, any proponent;
- Is negotiating, or has an arrangement concerning future employment or contracting with any proponent; or
- Has an ownership interest in, or is an officer or director of, any proponent.

Please sign below to acknowledge that you have received, reviewed, and understood this information. If you have an actual or potential conflict of interest, please disclose it on this acknowledgment form and provide sufficient information to describe the nature of the conflict.

Acknowledgment

I acknowledge that I have received, read, and understood the provisions regarding confidentiality and conflicts of interest applicable to my service on the Evaluation Committee. I confirm that I am not aware of any actual or potential conflict of interest that would prevent me from participating in the evaluation.

If any actual or potential conflict of interest arises during the Committee's review of this project, I will immediately disclose it to the Purchasing Director.

EVALUATION COMMITTEE MEMBERS:

Name	Date Signed	Has a Conflict of Interest?
Al Barnes	Aug 05, 2026 9:06 AM EDT	No
Jeff Greenway	Aug 03, 2026 12:11 PM EDT	No
Ronnie Anderson	Aug 10, 2026 10:11 AM EDT	No
Lisa Fareed	Aug 11, 2026 11:33 AM EDT	No
Dwayne Pollock	Aug 05, 2026 2:30 PM EDT	No

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Yellowstone Landscape	Jul 31, 2026 11:56 AM EDT	Rod Mangham	rmangham@yellowstonelandscape.com	ODc1MDk4
Gibson Landscape Services, LLC	Jul 31, 2026 12:34 PM EDT	BART PARKER	bparker@gibsonls.com	ODc1MTUy
Greenwood Group	Jul 30, 2026 3:14 PM EDT	Penelope Hilliard	philliard@greenwoodgroup.net	ODc0NTgx
Russell Landscape Group - Sugar Hill, GA	Jul 31, 2026 2:40 PM EDT	Ross Wetherald	rossw@russelllandscape.com	ODc1Mjg4
Mariani Enterprises, LLC. dba Ed Castro Landscape	Jul 31, 2026 12:49 PM EDT	Jonathan Merrey	jmerrey@edcastro.com	ODc1MTY3
United Land Services	Jul 31, 2026 2:56 PM EDT	Cameron Searle	csearle@unitedlandservices.com	ODc1Mjk3

Project Criteria

Criteria	Points	Description
A - PROJECT TEAM QUALIFICATION & KEY PERSONNEL	**25 pts**	
A-1 - A-1.	5 pts	How clearly are roles and responsibilities defined for each team member, and does the structure support efficient service delivery?
A-2 - A-2.	5 pts	Does the qualifications, certifications, and training of the proposed staff meet or exceed the requirements of the solicitation?
A-3 - A-3.	10 pts	Does the proposer's plan for staffing provide continuity, including handling turnovers, absences, or surge demands?
A-4 - A-4.	5 pts	How effective is the proposer's past performance (based on references or documented work) in demonstrating the team's ability to deliver quality results?
B - TECHNICAL APPROACH/PROJECT MANAGEMENT	**25 pts**	

B-1 - B-1.	5 pts	How clear, detailed, and practical is the proposer's overall technical approach to performing the required services?
B-2 - B-2.	5 pts	How effective is the proposer's project management plan, including scheduling, coordination, and oversight of day-to-day operations?
B-3 - B-3.	5 pts	To what extent does the proposer demonstrate an understanding of the project requirements, risks, and challenges, along with strategies to address them?
B-4 - B-4.	5 pts	How robust is the proposer's quality control and performance monitoring plan?
B-5 - B-5.	5 pts	How responsive and adaptable is the proposer's approach to handling issues, emergencies, or changing conditions?
C - COST PROPOSAL	**50 pts**	
C-1 -	50 pts	
Total	**100 pts**	

Scoring Summary

Active Submissions

	Total	A - PROJECT TEAM QUALIFICATION & KEY PERSONNEL	A-1 - A-1.	A-2 - A-2.	A-3 - A-3.
Supplier	**/ 100 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 10 pts**
Gibson Landscape Services, LLC	86.8 pts	17 pts	4.2 pts	4.2 pts	4.6 pts
Mariani Enterprises, LLC. dba Ed Castro Landscape	76.46 pts	22.2 pts	5 pts	4.4 pts	8.4 pts
Russell Landscape Group - Sugar Hill, GA	75.08 pts	21.2 pts	4.4 pts	4.2 pts	7.8 pts
Yellowstone Landscape	70.72 pts	21.4 pts	4.8 pts	4.6 pts	7.8 pts

	Total	A - PROJECT TEAM QUALIFICATION & KEY PERSONNEL	A-1 - A-1.	A-2 - A-2.	A-3 - A-3.
Supplier	**/ 100 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 10 pts**
Greenwood Group	68.08 pts	18.6 pts	4.4 pts	4.2 pts	6.2 pts
United Land Services	43.34 pts	9 pts	2 pts	1.8 pts	3.2 pts

	A-4 - A-4.	B - TECHNICAL APPROACH/PROJECT MANAGEMENT	B-1 - B-1.	B-2 - B-2.	B-3 - B-3.
Supplier	**/ 5 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**
Gibson Landscape Services, LLC	4 pts	19.8 pts	4.6 pts	3.8 pts	3.6 pts
Mariani Enterprises, LLC. dba Ed Castro Landscape	4.4 pts	21.6 pts	4.6 pts	4.2 pts	4.2 pts

	A-4 - A-4.	B - TECHNICAL APPROACH/PROJECT MANAGEMENT	B-1 - B-1.	B-2 - B-2.	B-3 - B-3.
Supplier	**/ 5 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**
Russell Landscape Group - Sugar Hill, GA	4.8 pts	22.2 pts	4.4 pts	4.2 pts	4.6 pts
Yellowstone Landscape	4.2 pts	22 pts	4.8 pts	4.6 pts	4.4 pts
Greenwood Group	3.8 pts	21 pts	4.6 pts	4.2 pts	3.8 pts
United Land Services	2 pts	7.8 pts	1.6 pts	1.6 pts	1.4 pts

	B-4 - B-4.	B-5 - B-5.	C - COST PROPOSAL	C-1 -
Supplier	**/ 5 pts**	**/ 5 pts**	**/ 50 pts**	**/ 50 pts**
Gibson Landscape Services, LLC	3.8 pts	4 pts	50 pts	50 pts ($159,732.00)

	B-4 - B-4.	B-5 - B-5.	C - COST PROPOSAL	C-1 -
Supplier	**/ 5 pts**	**/ 5 pts**	**/ 50 pts**	**/ 50 pts**
Mariani Enterprises, LLC. dba Ed Castro Landscape	4.4 pts	4.2 pts	32.66 pts	32.66 pts ($244,515.00)
Russell Landscape Group - Sugar Hill, GA	4.4 pts	4.6 pts	31.68 pts	31.68 pts ($252,118.44)
Yellowstone Landscape	4 pts	4.2 pts	27.32 pts	27.32 pts ($292,320.00)
Greenwood Group	4.2 pts	4.2 pts	28.48 pts	28.48 pts ($280,437.00)
United Land Services	1.6 pts	1.6 pts	26.54 pts	26.54 pts ($300,900.27)

Proposal Scores

Yellowstone Landscape - Scoring Summary

Evaluation Group - Evaluation Committee

	Total	A - PROJECT TEAM QUALIFICATION & KEY PERSONNEL	A-1 - A-1.	A-2 - A-2.	A-3 - A-3.
Reviewer	**/ 50 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 10 pts**
Al Barnes	42 pts	20 pts	5 pts	5 pts	7 pts
Dwayne Pollock	38 pts	19 pts	5 pts	4 pts	7 pts
Jeff Greenway	48 pts	23 pts	5 pts	5 pts	8 pts
Lisa Fareed	44 pts	21 pts	4 pts	4 pts	8 pts

	Total	A - PROJECT TEAM QUALIFICATION & KEY PERSONNEL	A-1 - A-1.	A-2 - A-2.	A-3 - A-3.
Reviewer	**/ 50 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 10 pts**
Ronnie Anderson	45 pts	24 pts	5 pts	5 pts	9 pts
		Average:	**4.8 pts**	**4.6 pts**	**7.8 pts**
			↓	↓	↓
Calculated:	**43.4 pts**	**21.4 pts**	**4.8 pts**	**4.6 pts**	**7.8 pts**

	A-4 - A-4.	B - TECHNICAL APPROACH/PROJECT MANAGEMENT	B-1 - B-1.	B-2 - B-2.	B-3 - B-3.
Reviewer	**/ 5 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**
Al Barnes	3 pts	22 pts	5 pts	5 pts	4 pts
Dwayne Pollock	3 pts	19 pts	5 pts	3 pts	4 pts

	A-4 - A-4.	B - TECHNICAL APPROACH/PROJECT MANAGEMENT	B-1 - B-1.	B-2 - B-2.	B-3 - B-3.
Reviewer	**/ 5 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**
Jeff Greenway	5 pts	25 pts	5 pts	5 pts	5 pts
Lisa Fareed	5 pts	23 pts	5 pts	5 pts	5 pts
Ronnie Anderson	5 pts	21 pts	4 pts	5 pts	4 pts
	4.2 pts	**Average:**	**4.8 pts**	**4.6 pts**	**4.4 pts**
	↓		↓	↓	↓
Calculated:	**4.2 pts**	**22 pts**	**4.8 pts**	**4.6 pts**	**4.4 pts**

	B-4 - B-4.	B-5 - B-5.
Reviewer	**/ 5 pts**	**/ 5 pts**
Al Barnes	4 pts	4 pts
Dwayne Pollock	3 pts	4 pts
Jeff Greenway	5 pts	5 pts
Lisa Fareed	4 pts	4 pts
Ronnie Anderson	4 pts	4 pts
	4 pts	**4.2 pts**
	↓	↓
Calculated:	**4 pts**	**4.2 pts**

Procurement Staff

	Total	C - COST PROPOSAL	C-1 -
Procurement Div. - Data Entry	**/ 50 pts**	**/ 50 pts**	**/ 50 pts**
Wanda Cooley	27.32 pts	27.32 pts	$292,320.00
		Average:	**$292,320.00**
			↓
Calculated:	**27.32 pts**	**27.32 pts**	**27.32 pts ($292,320.00)**

Gibson Landscape Services, LLC - Scoring Summary

Evaluation Group - Evaluation Committee

	Total	A - PROJECT TEAM QUALIFICATION & KEY PERSONNEL	A-1 - A-1.	A-2 - A-2.	A-3 - A-3.
Reviewer	**/ 50 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 10 pts**
Al Barnes	28 pts	11 pts	3 pts	3 pts	3 pts
Dwayne Pollock	37 pts	19 pts	4 pts	4 pts	7 pts
Jeff Greenway	45 pts	20 pts	5 pts	5 pts	5 pts
Lisa Fareed	34 pts	15 pts	5 pts	5 pts	0 pts
Ronnie Anderson	40 pts	20 pts	4 pts	4 pts	8 pts
		Average:	**4.2 pts**	**4.2 pts**	**4.6 pts**

	Total	A - PROJECT TEAM QUALIFICATION & KEY PERSONNEL	A-1 - A-1.	A-2 - A-2.	A-3 - A-3.
Reviewer	**/ 50 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 10 pts**
			↓	↓	↓
Calculated:	**36.8 pts**	**17 pts**	**4.2 pts**	**4.2 pts**	**4.6 pts**

	A-4 - A-4.	B - TECHNICAL APPROACH/PROJECT MANAGEMENT	B-1 - B-1.	B-2 - B-2.	B-3 - B-3.
Reviewer	**/ 5 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**
Al Barnes	2 pts	17 pts	5 pts	3 pts	3 pts
Dwayne Pollock	4 pts	18 pts	4 pts	3 pts	3 pts
Jeff Greenway	5 pts	25 pts	5 pts	5 pts	5 pts
Lisa Fareed	5 pts	19 pts	5 pts	4 pts	3 pts

	A-4 - A-4.	B - TECHNICAL APPROACH/PROJECT MANAGEMENT	B-1 - B-1.	B-2 - B-2.	B-3 - B-3.
Reviewer	**/ 5 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**
Ronnie Anderson	4 pts	20 pts	4 pts	4 pts	4 pts
	4 pts	**Average:**	**4.6 pts**	**3.8 pts**	**3.6 pts**
	↓		↓	↓	↓
Calculated:	**4 pts**	**19.8 pts**	**4.6 pts**	**3.8 pts**	**3.6 pts**

	B-4 - B-4.	B-5 - B-5.
Reviewer	**/ 5 pts**	**/ 5 pts**
Al Barnes	3 pts	3 pts
Dwayne Pollock	4 pts	4 pts

	B-4 - B-4.	B-5 - B-5.
Reviewer	**/ 5 pts**	**/ 5 pts**
Jeff Greenway	5 pts	5 pts
Lisa Fareed	3 pts	4 pts
Ronnie Anderson	4 pts	4 pts
	3.8 pts	**4 pts**
	↓	↓
Calculated:	**3.8 pts**	**4 pts**

Procurement Staff

	Total	C - COST PROPOSAL	C-1 -
Data Entry – Procurement Div.	**/ 50 pts**	**/ 50 pts**	**/ 50 pts**
Wanda Cooley	50 pts	50 pts	$159,732.00

	Total	C - COST PROPOSAL	C-1 -
Data Entry – Procurement Div.	**/ 50 pts**	**/ 50 pts**	**/ 50 pts**
		Average:	**$159,732.00**
			↓
Calculated:	**50 pts**	**50 pts**	**50 pts ($159,732.00)**

Greenwood Group - Scoring Summary

Evaluation Group - Evaluation Committee

	Total	A - PROJECT TEAM QUALIFICATION & KEY PERSONNEL	A-1 - A-1.	A-2 - A-2.	A-3 - A-3.
Reviewer	**/ 50 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 10 pts**
Al Barnes	41 pts	18 pts	5 pts	4 pts	5 pts
Dwayne Pollock	40 pts	20 pts	5 pts	4 pts	8 pts
Jeff Greenway	50 pts	25 pts	5 pts	5 pts	10 pts
Lisa Fareed	33 pts	13 pts	4 pts	4 pts	1 pts
Ronnie Anderson	34 pts	17 pts	3 pts	4 pts	7 pts
		Average:	**4.4 pts**	**4.2 pts**	**6.2 pts**

	Total	A - PROJECT TEAM QUALIFICATION & KEY PERSONNEL	A-1 - A-1.	A-2 - A-2.	A-3 - A-3.
Reviewer	**/ 50 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 10 pts**
			↓	↓	↓
Calculated:	**39.6 pts**	**18.6 pts**	**4.4 pts**	**4.2 pts**	**6.2 pts**

	A-4 - A-4.	B - TECHNICAL APPROACH/PROJECT MANAGEMENT	B-1 - B-1.	B-2 - B-2.	B-3 - B-3.
Reviewer	**/ 5 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**
Al Barnes	4 pts	23 pts	5 pts	5 pts	4 pts
Dwayne Pollock	3 pts	20 pts	5 pts	4 pts	4 pts
Jeff Greenway	5 pts	25 pts	5 pts	5 pts	5 pts
Lisa Fareed	4 pts	20 pts	5 pts	4 pts	3 pts

	A-4 - A-4.	B - TECHNICAL APPROACH/PROJECT MANAGEMENT	B-1 - B-1.	B-2 - B-2.	B-3 - B-3.
Reviewer	**/ 5 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**
Ronnie Anderson	3 pts	17 pts	3 pts	3 pts	3 pts
	3.8 pts	**Average:**	**4.6 pts**	**4.2 pts**	**3.8 pts**
	↓		↓	↓	↓
Calculated:	**3.8 pts**	**21 pts**	**4.6 pts**	**4.2 pts**	**3.8 pts**

	B-4 - B-4.	B-5 - B-5.
Reviewer	**/ 5 pts**	**/ 5 pts**
Al Barnes	4 pts	5 pts
Dwayne Pollock	4 pts	3 pts

	B-4 - B-4.	B-5 - B-5.
Reviewer	**/ 5 pts**	**/ 5 pts**
Jeff Greenway	5 pts	5 pts
Lisa Fareed	4 pts	4 pts
Ronnie Anderson	4 pts	4 pts
	4.2 pts	**4.2 pts**
	↓	↓
Calculated:	**4.2 pts**	**4.2 pts**

Procurement Staff

	Total	C - COST PROPOSAL	C-1 -
Data Entry – Procurement Div.	**/ 50 pts**	**/ 50 pts**	**/ 50 pts**
Wanda Cooley	28.48 pts	28.48 pts	$280,437.00
		Average:	**$280,437.00**
			↓
Calculated:	**28.48 pts**	**28.48 pts**	**28.48 pts ($280,437.00)**

Russell Landscape Group - Sugar Hill, GA - Scoring Summary

Evaluation Group - Evaluation Committee

	Total	A - PROJECT TEAM QUALIFICATION & KEY PERSONNEL	A-1 - A-1.	A-2 - A-2.	A-3 - A-3.
Reviewer	**/ 50 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 10 pts**
Al Barnes	38 pts	16 pts	3 pts	3 pts	5 pts
Dwayne Pollock	44 pts	23 pts	5 pts	4 pts	9 pts
Jeff Greenway	50 pts	25 pts	5 pts	5 pts	10 pts
Lisa Fareed	46 pts	23 pts	5 pts	5 pts	8 pts
Ronnie Anderson	39 pts	19 pts	4 pts	4 pts	7 pts
		Average:	**4.4 pts**	**4.2 pts**	**7.8 pts**

	Total	A - PROJECT TEAM QUALIFICATION & KEY PERSONNEL	A-1 - A-1.	A-2 - A-2.	A-3 - A-3.
Reviewer	**/ 50 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 10 pts**
			↓	↓	↓
Calculated:	**43.4 pts**	**21.2 pts**	**4.4 pts**	**4.2 pts**	**7.8 pts**

	A-4 - A-4.	B - TECHNICAL APPROACH/PROJECT MANAGEMENT	B-1 - B-1.	B-2 - B-2.	B-3 - B-3.
Reviewer	**/ 5 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**
Al Barnes	5 pts	22 pts	4 pts	4 pts	5 pts
Dwayne Pollock	5 pts	21 pts	5 pts	4 pts	4 pts
Jeff Greenway	5 pts	25 pts	5 pts	5 pts	5 pts
Lisa Fareed	5 pts	23 pts	4 pts	4 pts	5 pts

	A-4 - A-4.	B - TECHNICAL APPROACH/PROJECT MANAGEMENT	B-1 - B-1.	B-2 - B-2.	B-3 - B-3.
Reviewer	**/ 5 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**
Ronnie Anderson	4 pts	20 pts	4 pts	4 pts	4 pts
	4.8 pts	**Average:**	**4.4 pts**	**4.2 pts**	**4.6 pts**
	↓		↓	↓	↓
Calculated:	**4.8 pts**	**22.2 pts**	**4.4 pts**	**4.2 pts**	**4.6 pts**

	B-4 - B-4.	B-5 - B-5.
Reviewer	**/ 5 pts**	**/ 5 pts**
Al Barnes	4 pts	5 pts
Dwayne Pollock	4 pts	4 pts

	B-4 - B-4.	B-5 - B-5.
Reviewer	**/ 5 pts**	**/ 5 pts**
Jeff Greenway	5 pts	5 pts
Lisa Fareed	5 pts	5 pts
Ronnie Anderson	4 pts	4 pts
	4.4 pts	**4.6 pts**
	↓	↓
Calculated:	**4.4 pts**	**4.6 pts**

Procurement Staff

	Total	C - COST PROPOSAL	C-1 -
Data Entry – Procurement Div.	**/ 50 pts**	**/ 50 pts**	**/ 50 pts**
Wanda Cooley	31.68 pts	31.68 pts	$252,118.44
		Average:	**$252,118.44**
			↓
Calculated:	**31.68 pts**	**31.68 pts**	**31.68 pts ($252,118.44)**

Mariani Enterprises, LLC. dba Ed Castro Landscape - Scoring Summary

Evaluation Group - Evaluation Committee

	Total	A - PROJECT TEAM QUALIFICATION & KEY PERSONNEL	A-1 - A-1.	A-2 - A-2.	A-3 - A-3.
Reviewer	**/ 50 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 10 pts**
Al Barnes	40 pts	19 pts	5 pts	4 pts	6 pts
Dwayne Pollock	43 pts	23 pts	5 pts	5 pts	9 pts
Jeff Greenway	50 pts	25 pts	5 pts	5 pts	10 pts
Lisa Fareed	45 pts	23 pts	5 pts	4 pts	9 pts
Ronnie Anderson	41 pts	21 pts	5 pts	4 pts	8 pts
		Average:	**5 pts**	**4.4 pts**	**8.4 pts**

	Total	A - PROJECT TEAM QUALIFICATION & KEY PERSONNEL	A-1 - A-1.	A-2 - A-2.	A-3 - A-3.
Reviewer	**/ 50 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 10 pts**
			↓	↓	↓
Calculated:	**43.8 pts**	**22.2 pts**	**5 pts**	**4.4 pts**	**8.4 pts**

	A-4 - A-4.	B - TECHNICAL APPROACH/PROJECT MANAGEMENT	B-1 - B-1.	B-2 - B-2.	B-3 - B-3.
Reviewer	**/ 5 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**
Al Barnes	4 pts	21 pts	5 pts	4 pts	4 pts
Dwayne Pollock	4 pts	20 pts	4 pts	4 pts	4 pts
Jeff Greenway	5 pts	25 pts	5 pts	5 pts	5 pts
Lisa Fareed	5 pts	22 pts	5 pts	4 pts	4 pts

	A-4 - A-4.	B - TECHNICAL APPROACH/PROJECT MANAGEMENT	B-1 - B-1.	B-2 - B-2.	B-3 - B-3.
Reviewer	**/ 5 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**
Ronnie Anderson	4 pts	20 pts	4 pts	4 pts	4 pts
	4.4 pts	**Average:**	**4.6 pts**	**4.2 pts**	**4.2 pts**
	↓		↓	↓	↓
Calculated:	**4.4 pts**	**21.6 pts**	**4.6 pts**	**4.2 pts**	**4.2 pts**

	B-4 - B-4.	B-5 - B-5.
Reviewer	**/ 5 pts**	**/ 5 pts**
Al Barnes	4 pts	4 pts
Dwayne Pollock	4 pts	4 pts

	B-4 - B-4.	B-5 - B-5.
Reviewer	**/ 5 pts**	**/ 5 pts**
Jeff Greenway	5 pts	5 pts
Lisa Fareed	5 pts	4 pts
Ronnie Anderson	4 pts	4 pts
	4.4 pts	**4.2 pts**
	↓	↓
Calculated:	**4.4 pts**	**4.2 pts**

Procurement Staff

	Total	C - COST PROPOSAL	C-1 -
Data Entry – Procurement Div.	**/ 50 pts**	**/ 50 pts**	**/ 50 pts**
Wanda Cooley	32.66 pts	32.66 pts	$244,515.00
		Average:	**$244,515.00**
			↓
Calculated:	**32.66 pts**	**32.66 pts**	**32.66 pts ($244,515.00)**

United Land Services - Scoring Summary

Evaluation Group - Evaluation Committee

	Total	A - PROJECT TEAM QUALIFICATION & KEY PERSONNEL	A-1 - A-1.	A-2 - A-2.	A-3 - A-3.
Reviewer	**/ 50 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 10 pts**
Al Barnes	2 pts	2 pts	2 pts	0 pts	0 pts
Dwayne Pollock	40 pts	21 pts	4 pts	5 pts	8 pts
Jeff Greenway	1 pts	1 pts	0 pts	0 pts	0 pts
Lisa Fareed	1 pts	1 pts	0 pts	0 pts	0 pts
Ronnie Anderson	40 pts	20 pts	4 pts	4 pts	8 pts
		Average:	**2 pts**	**1.8 pts**	**3.2 pts**

	Total	A - PROJECT TEAM QUALIFICATION & KEY PERSONNEL	A-1 - A-1.	A-2 - A-2.	A-3 - A-3.
Reviewer	**/ 50 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 10 pts**
			↓	↓	↓
Calculated:	**16.8 pts**	**9 pts**	**2 pts**	**1.8 pts**	**3.2 pts**

	A-4 - A-4.	B - TECHNICAL APPROACH/PROJECT MANAGEMENT	B-1 - B-1.	B-2 - B-2.	B-3 - B-3.
Reviewer	**/ 5 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**
Al Barnes	0 pts	0 pts	0 pts	0 pts	0 pts
Dwayne Pollock	4 pts	19 pts	4 pts	4 pts	3 pts
Jeff Greenway	1 pts	0 pts	0 pts	0 pts	0 pts
Lisa Fareed	1 pts	0 pts	0 pts	0 pts	0 pts

	A-4 - A-4.	B - TECHNICAL APPROACH/PROJECT MANAGEMENT	B-1 - B-1.	B-2 - B-2.	B-3 - B-3.
Reviewer	**/ 5 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**
Ronnie Anderson	4 pts	20 pts	4 pts	4 pts	4 pts
	2 pts	**Average:**	**1.6 pts**	**1.6 pts**	**1.4 pts**
	↓		↓	↓	↓
Calculated:	**2 pts**	**7.8 pts**	**1.6 pts**	**1.6 pts**	**1.4 pts**

	B-4 - B-4.	B-5 - B-5.
Reviewer	**/ 5 pts**	**/ 5 pts**
Al Barnes	0 pts	0 pts
Dwayne Pollock	4 pts	4 pts

	B-4 - B-4.	B-5 - B-5.
Reviewer	**/ 5 pts**	**/ 5 pts**
Jeff Greenway	0 pts	0 pts
Lisa Fareed	0 pts	0 pts
Ronnie Anderson	4 pts	4 pts
	1.6 pts	**1.6 pts**
	↓	↓
Calculated:	**1.6 pts**	**1.6 pts**

Procurement Staff

	Total	C - COST PROPOSAL	C-1 -
Reviewer – Data Entry	**/ 50 pts**	**/ 50 pts**	**/ 50 pts**
Wanda Cooley	26.54 pts	26.54 pts	$300,900.27
		Average:	**$300,900.27**
			↓
Calculated:	**26.54 pts**	**26.54 pts**	**26.54 pts ($300,900.27)**

COMMENTS:

Approved by: _____ Date Approved: _____

Request For Proposals (RFP) No 2026-0010 - City of Stockbridge Landscape Maintenance Services

Scoring Summary

Active Submissions

	Total	A - PROJECT TEAM QUALIFICATION & KEY PERSONNEL	A-1 - A-1.	A-2 - A-2.	A-3 - A-3.	A-4 - A-4.	B - TECHNICAL APPROACH/PROJECT MANAGEMENT	B-1 - B-1.	B-2 - B-2.	B-3 - B-3.	B-4 - B-4.	B-5 - B-5.	C - COST PROPOSAL	C-1 -
Supplier	**/ 100 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 10 pts**	**/ 5 pts**	**/ 25 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**	**/ 5 pts**	**/ 50 pts**	**/ 50 pts**
Gibson Landscape Services, LLC	86.8	17	4.2	4.2	4.6	4	19.8	4.6	3.8	3.6	3.8	4	50	50 ($159,732.00)
Mariani Enterprises, LLC. dba Ed Castro Landscape	76.46	22.2	5	4.4	8.4	4.4	21.6	4.6	4.2	4.2	4.4	4.2	32.66	32.66 ($244,515.00)
Russell Landscape Group - Sugar Hill, GA	75.08	21.2	4.4	4.2	7.8	4.8	22.2	4.4	4.2	4.6	4.4	4.6	31.68	31.68 ($252,118.44)
Yellowstone Landscape	70.72	21.4	4.8	4.6	7.8	4.2	22	4.8	4.6	4.4	4	4.2	27.32	27.32 ($292,320.00)
Greenwood Group	68.08	18.6	4.4	4.2	6.2	3.8	21	4.6	4.2	3.8	4.2	4.2	28.48	28.48 ($280,437.00)
United Land Services	43.34	9	2	1.8	3.2	2	7.8	1.6	1.6	1.4	1.6	1.6	26.54	26.54 ($300,900.27)

City of Stockbridge

AGENDA ITEM

MEETING DATE

August 25, 2026

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

FUNDING SOURCE

☐	GENERAL FUND
☐	FUND BALANCE
☐	SPLOST
☑	TSPLOST
☐	CDBG GRANT
☐	GRANT FUNDING
☐	TRAFFIC CAMERA FUNDING
☐	PARTNER/SPONSOR
☐	DEPARTMENT FUND BALANCE
☐	BOND

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works

ITEM/PROJECT/EVENT:

Council Consideration to award ITB (Invitation to Bid) ITB NO: 2026-0011 for the City's LMIG (Local Maintenance Improvements Grant) for Roads and Resurfacing to East Coast Grading, Inc.

BACKGROUND INFORMATION:

The City of Stockbridge, Procurement Department solicited bids from qualified contractors for the 2026 LMIG Program. Upon completion of the review and evaluation, Falcon Design, LLC and City Staff deemed East Coast Grading, Inc. to be the lowest and deemed the vendor to be responsible based on the factors outlined in the specs of the Invitation to Bid (ITB).Funding Source: TSPLOST I $2,372,773.19 account number 335-42500-541436; GDOT LMIG $389,362.75, GDOT LRA $260,854.32 account number 100-42200-522241 for a total amount of $3,022,990.26.

SIGNATURES:

eSigned via GovOS.com Shawn Edmondson

CITY MANAGER eSigned via GovOS.com Frank S. Milazi

CITY TREASURER eSigned via GovOS.com Quinton Washington

CITY ATTORNEY _____

☑ FINANCIAL IMPACT ☐ N/A

AMOUNT:

$3,022,990.26

ATTACHMENTS: ☑

ITEM/PROJECT/EVENT:

The 2026 Local Maintenance and Improvement Grant (LMIG) program will resurface 31 roads spanning a total of 5.30 miles.

STAFF RECOMMENDATION:

Public Works recommend approval.

eSigned via GovOS.com

Decius T. Aaron

FY 2026 LMIG BIDS

Rank	Contractor	Bid Amount	Variance (Dollars)	Variance Percentage
1	East Coast Grading, Inc.	$3,022,990.26	$0.00	Baseline
2	C.W. Matthews Contracting Co. Inc.	$3,230,188.29	+$207,198.03	+6.85%
3	Blount Construction Company, Inc.	$3,381,500.05	+$358,509.79	+11.86%
4	McLeroy, Inc.	$3,398,066.77	+$375,076.51	+12.41%
5	Summit Construction & Development, LLC	$3,583,960.27	+$560,970.01	+18.56%
6	Piedmont Paving, inc.	$3,852,792.78	+$829,802.52	+27.45%

FY 2026 LMIG Project Bid Comparison ($)



East Coast Grading, Inc. submitted the lowest bid for the FY 2026 LMIG project at **$3,022,990.26**. The total spread between the lowest and highest proposals is **$829,802.52**, with an average bid amount of **$3,411,583.07**.

FALCON DESIGN

*ENGINEERING * LAND PLANNING * SURVEYING *
*CONSTRUCTION MANAGEMENT * LANDSCAPE ARCHITECTURE*
WWW.FDC-LLC.COM

August 18, 2026

Mr. Jeremy Andrews
Procurement Manager – Stockbridge
4640 North Henry Boulevard
Stockbridge, GA 30281

RE: 2026 LMIG Program
Recommendation of Contract Award
East Coast Grading, Inc.
ITB No. 2026-0011

Mr. Andrews,

Bids were received at City of Stockbridge's website, via Bonfire and opened and read aloud at City Hall for the referenced project on August 11, 2026 at 2:00 PM. The City received six bids for this project. The low responsive bidder of the bids received was:

East Coast Grading, Inc.
1111 Commerce Drive
Madison, Georgia 30650
Office Phone: (770) 266-0505
GDOT Prequalification Certificate No.: 2EA607

Falcon Design Consultants, LLC (FDC) reviewed the information submitted by the low bidder for this project. FDC has previously reviewed this bidder's qualifications for the City of Stockbridge and this contractor has previously completed projects satisfactorily for the City. Based upon this prior experience FDC believes that East Coast Grading, Inc. has experienced personnel, sufficient equipment, professional management staff, and the financial resources to perform the referenced project.

FDC therefore recommends award of the contract for the City of Stockbridge's 2026 LMIG Program project to East Coast Grading, Inc. This recommendation is for the total base bid submitted. If approved, the contract will be awaeded in the bid amount of **Three Million Twenty-Two Thousand Nine Hundred Ninety point Twenty-Six Dollars ($3,022,990.26)**.

This contract amount includes a Line Item in the Base Bid for a Contingency Allowance of **$330,000.00**. This money is solely for the City's use for unknown conditions encountered, requested scope changes and/or quantity overruns.

A copy of the Bid Tabulation sheet for this project are attached for your use.

Should you have any questions, please contact me.

Sincerely,



Glenn Athearn
Senior Project Manager

Attachments: Bid Tabulation Sheet

CC: Decius Aaron – Director of Public Works
Billy Warren – Asst. Director of Public Works

BID TABULATION

CITY OF STOCKBRIDGE, GEORGIA

2026 LMIG PROGRAM - ITB NO: 2026-0011

August 11, 2026 - 2:00 PM

ITEM NO.:	ESTIMATED QUANTITY	UNITS	DESCRIPTION	EAST COAST GRADING, INC. 1111 COMMERCE DR. MADISON, GA 30650		C.W. MATTHEWS CONTRACTING CO., INC. 1600 KENVIEW DRIVE MARIETTA, GA 30060		BLOUNT CONSTRUCTION COMPANY, INC. 1730 SANDS PLACE MARIETTA, GA 30067		MCLEROY, INC. 200 PLAZA DRIVE ZEBULON, GA 30295		SUMMIT CONSTRUCTION & DEVELOPMENT, LLC 6991 PEACHTREE INDUSTRIAL BLVD., BLDG 700 PEACHTREE CORNERS, GA 30092		PIEDMONT PAVING, INC. 1020 HIGHWAY 16 EAST NEWNAN, GA 30263	
				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.	BONDS AND INSURANCE	$ 18,000.00	$ 18,000.00	$ 8,380.00	$ 8,380.00	$ 33,940.65	$ 33,940.65	$ 46,800.00	$ 46,800.00	$ 70,000.00	$ 70,000.00	$ 72,743.20	$ 72,743.20
2	1	L.S.	MOBILIZATION	$ 10,000.00	$ 10,000.00	$ 53,776.80	$ 53,776.80	$ 40,999.88	$ 40,999.88	$ 207,000.00	$ 207,000.00	$ 152,500.00	$ 152,500.00	$ 51,285.83	$ 51,285.83
3	1	L.S.	TRAFFIC CONTROL	$ 90,000.00	$ 90,000.00	$ 259,367.39	$ 259,367.39	$ 107,063.45	$ 107,063.45	$ 82,500.00	$ 82,500.00	$ 225,000.00	$ 225,000.00	$ 158,185.00	$ 158,185.00
4	5,835	L.F.	6' MIN. WIDTH EDGE MILLING, 2 1/2" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0" (INCLUDES REMOVAL OF ANY PAVEMENT INSIDE THE GUTTER AT DRIVEWAYS)	$ 3.00	$ 17,505.00	$ 6.85	$ 39,969.75	$ 9.51	$ 55,490.85	$ 2.13	$ 12,428.55	$ 7.73	$ 45,104.55	$ 17.73	$ 103,454.55
5	24,326	L.F.	MILL ASPHALTIC CONCRETE; 2 1/2" DEPTH	$ 6.00	$ 145,956.00	$ 7.68	$ 186,823.68	$ 10.76	$ 261,747.76	$ 5.55	$ 135,009.30	$ 8.82	$ 214,555.32	$ 14.52	$ 353,213.52
6	305	TON	4" RECYCLED ASPHALTIC CONC. PATH - 19.0 MM SUPERPAVE INCLU. BITUMINOUS MATERIAL & H LIME	$ 155.00	$ 47,275.00	$ 253.41	$ 77,290.05	$ 208.66	$ 63,641.30	$ 185.77	$ 56,659.85	$ 165.00	$ 50,325.00	$ 210.16	$ 64,098.80
7	5,595	TON	ASPHALTIC CONCRETE OPEN GRADED CRACKED RELIEF INTERLAYER, GP BLEND, INCLUDING BITUMINOUS MATERIAL & H LIME (PERMAFLEX) 1" RECYCLED ASPHALTIC CONC. OR EQUIVALENT	$ 136.00	$ 760,920.00	$ 120.70	$ 675,316.50	$ 135.38	$ 757,451.10	$ 147.12	$ 823,136.40	$ 135.00	$ 755,325.00	$ 157.98	$ 883,898.10
8	10,355	TON	1.5" RECYCLED ASPHALTIC CONC. - 12.5 MMSUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	$ 118.00	$ 1,221,890.00	$ 116.58	$ 1,207,185.90	$ 126.15	$ 1,306,283.25	$ 125.86	$ 1,303,280.30	$ 115.00	$ 1,190,825.00	$ 131.90	$ 1,365,824.50
9	1,825	TON	RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME	$ 122.00	$ 222,650.00	$ 132.07	$ 241,027.75	$ 147.23	$ 268,694.75	$ 132.05	$ 240,991.25	$ 125.00	$ 228,125.00	$ 148.51	$ 271,030.75
10	2,872	S.Y.	FULL DEPTH RECLAMATION; CEMENT STABILIZED RECLAIMED BASE COURSE, 6" INCL. MATERIAL	$ 14.50	$ 41,644.00	$ 15.88	$ 45,607.36	$ 14.22	$ 40,839.84	$ 11.36	$ 32,625.92	$ 28.00	$ 80,416.00	$ 16.96	$ 48,709.12
11	7,615	GAL.	BITUMINOUS TACK COAT @ 0.08 GAL/SQ.YD.	$ 5.00	$ 38,075.00	$ 2.91	$ 22,159.65	$ 3.43	$ 26,119.45	$ 6.00	$ 45,690.00	$ 6.50	$ 49,497.50	$ 7.01	$ 53,381.15
12	71	EA.	ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE W/ APPROVED ADJUSTABLE STEEL EXTENSION RING	$ 400.00	$ 28,400.00	$ 432.00	$ 30,672.00	$ 406.35	$ 28,850.85	$ 500.00	$ 35,500.00	$ 1,250.00	$ 88,750.00	$ 602.92	$ 42,807.32
13	2	EA.	ADJUST VALVE AND LID TO FINISHED GRADE	$ 450.00	$ 900.00	$ 108.00	$ 216.00	$ 406.35	$ 812.70	$ 300.00	$ 600.00	$ 1,150.00	$ 2,300.00	$ 490.61	$ 981.22
14	420	L.F.	GDOT THERMOPLASTIC STOP BAR, 24" WIDE; WHITE	$ 6.30	$ 2,646.00	$ 9.00	$ 3,780.00	$ 9.18	$ 3,855.60	$ 12.00	$ 5,040.00	$ 9.00	$ 3,780.00	$ 13.20	$ 5,544.00
15	645	L.F.	GDOT THERMOPLASTIC CROSSWALK STRIPING; WHITE	$ 3.15	$ 2,031.75	$ 15.00	$ 9,675.00	$ 15.30	$ 9,868.50	$ 5.00	$ 3,225.00	$ 15.00	$ 9,675.00	$ 5.50	$ 3,547.50
16	18,490	L.F.	GDOT THERMOPLASTIC SOLID LINE 5" WIDE; WHITE	$ 0.63	$ 11,648.70	$ 0.70	$ 12,943.00	$ 0.71	$ 13,127.90	$ 0.60	$ 11,094.00	$ 0.70	$ 12,943.00	$ 0.66	$ 12,203.40
17	9,926	L.F.	GDOT THERMOPLASTIC SOLID CENTERLINE DOUBLE 5" WIDE; YELLOW	$ 1.26	$ 12,506.76	$ 1.40	$ 13,896.40	$ 1.43	$ 14,194.18	$ 1.20	$ 11,911.20	$ 1.40	$ 13,896.40	$ 1.32	$ 13,102.32
18	17	EA.	GDOT THERMOPLASTIC PAVEMENT MARKING; ARROW TP-2	$ 68.25	$ 1,160.25	$ 75.00	$ 1,275.00	$ 76.50	$ 1,300.50	$ 125.00	$ 2,125.00	$ 75.00	$ 1,275.00	$ 137.50	$ 2,337.50
19	2	EA.	GDOT THERMOPLASTIC PAVEMENT MARKING; RR-HWY	$ 367.50	$ 735.00	$ 500.00	$ 1,000.00	$ 510.00	$ 1,020.00	$ 550.00	$ 1,100.00	$ 500.00	$ 1,000.00	$ 605.00	$ 1,210.00
20	1	EA.	GDOT THERMOPLASTIC PAVEMENT MARKING; ARROW TP-3	$ 68.25	$ 68.25	$ 150.00	$ 150.00	$ 153.00	$ 153.00	$ 165.00	$ 165.00	$ 150.00	$ 150.00	$ 181.50	$ 181.50
21	1,580	S.Y.	GDOT THERMOPLASTIC GORE STRIPING; YELLOW	$ 5.25	$ 8,295.00	$ 5.00	$ 7,900.00	$ 5.10	$ 8,058.00	$ 5.00	$ 7,900.00	$ 5.00	$ 7,900.00	$ 5.50	$ 8,690.00
22	90	S.Y.	GDOT THERMOPLASTIC GORE STRIPING; WHITE	$ 5.25	$ 472.50	$ 5.00	$ 450.00	$ 5.10	$ 459.00	$ 5.00	$ 450.00	$ 5.00	$ 450.00	$ 5.50	$ 495.00
23	335	L.F.	GDOT THERMOPLASTIC SKIP STRIPE; WHITE 5" WIDE 2' SEG. 6' GAP	$ 0.63	$ 211.05	$ 0.50	$ 167.50	$ 0.51	$ 170.85	$ 1.00	$ 335.00	$ 0.50	$ 167.50	$ 1.10	$ 368.50
24	1	L.S.	REINSTALLATION OF EXISTING SPEED LIMITING CONTROL DEVICES	$ 10,000.00	$ 10,000.00	$ 1,158.56	$ 1,158.56	$ 7,356.69	$ 7,356.69	$ 2,500.00	$ 2,500.00	$ 50,000.00	$ 50,000.00	$ 5,500.00	$ 5,500.00
25	1	L.S.	PROJECT CONTINGENCY ALLOWANCE (FOR USE BY CITY ONLY)	$ 330,000.00	$ 330,000.00	$ 330,000.00	$ 330,000.00	$ 330,000.00	$ 330,000.00	$ 330,000.00	$ 330,000.00	$ 330,000.00	$ 330,000.00	$ 330,000.00	$ 330,000.00
				TOTAL	$ 3,022,990.26	TOTAL	$ 3,230,188.29	TOTAL	$ 3,381,500.05	TOTAL	$ 3,398,066.77	TOTAL	$ 3,583,960.27	TOTAL	$ 3,852,792.78

I hereby certify that this is a correct tabulation for all bids received for this project on August 11, 2026 at 2:00 P.M. at the City of Stockbridge.

SIGNED:

Glenn Athearn - Senior Project Manager
Falcon Design Consultants, LLC

CITY OF STOCKBRIDGE
PROCUREMENT DIVISION

SPECIFICATIONS AND CONTRACT DOCUMENTS

2026 LMIG PROGRAM
ITB NO: 2026- 0011

JUNE 2026

FALCON DESIGN

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*CONSTRUCTION MANAGEMENT * LANDSCAPE ARCHITECTURE*
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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

2026 LMIG PROGRAM

ITB NO: 2026- 0011

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SECTION I

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office (City of Stockbridge, GA)* – All potential Bidders can obtain a copy of the Bid and Specifications located on the City's website at **https://cityofstockbridge-ga.bonfirehub.com/portal/?tab=openOpportunities** and Georgia Procurement Registry website **https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp**. 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://cityofstockbridge-ga.bonfirehub.com/portal/?tab=openOpportunities** and Georgia Procurement Registry website **https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp** 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.

SECTION I

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.

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 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.

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 – MANDATORY PRE-BID CONFERENCE

5.01 A Mandatory Prebid Conference will be held at the **City of Stockbridge City Hall** located at **4640 North Henry Boulevard, Stockbridge GA 30281**; on **Thursday, July 23rd, 2026,** at **10:00 AM EST**.

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 via Bonfire online portal: https://cityofstockbridge-ga.bonfirehub.com/portal/?tab=openOpportunities. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by online addenda in the Bonfire portal to all parties recorded by Issuing Office as having received the Bidding Documents. Questions received after **12:00 PM Noon EST on Tuesday, July 28, 2026,** may not be answered.

Only questions answered by addenda will be binding. Oral and other interpretations or clarifications shall 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.

SECTION I

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

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 (CONTINUED ON NEXT PAGE)

SECTION I

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.

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.

14.02 *Allowances*

A. In the amount bid on the Bid Form submitted, the Bidder shall include a **$330,000.00** 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 GDOT Prequalification Certificate for roadway construction;

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 submitted 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.

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 **This Public Bid Opening meeting will be held on Tuesday, August 11, 2026 at 2:00 PM EST at the City of Stockbridge City Hall located at 4640 North Henry Boulevard, Stockbridge GA, 30281** at **2:00 PM EST**.

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 (CONTINUED ON NEXT PAGE)

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.

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 to Proceed 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.

INVITATION TO BID

CITY OF STOCKBRIDGE – PROCUREMENT DIVISION
BID ISSUED TO THE PUBLIC: TBD

ITB NO: 2026-0011
2026 LMIG PROGRAM

BID DUE DATE: TUESDAY, AUGUST 11, 2026, at 2:00 PM EST

Mandatory Prebid Conference:
TUESDAY, JULY 21, 2026, at 10:00 AM EST
City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge GA, 30281

Bids shall only be accepted online through the Bonfire Portal at:
2026 LMIG Program (bonfirehub.com)

Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted.

Sealed unit price bids will be received by the City of Stockbridge, Georgia from prospective contractors for the City of Stockbridge, Georgia's "2026 LMIG PROGRAM" project. The Work includes the furnishing of all necessary machinery, equipment, tools, labor and other construction means, and all materials and equipment required to perform the Work and Specifications and including the placing of the Work into satisfactory operation. 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 7.8 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge's **ITB#2026-0011 "2026 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.

Instructions to Bidders:

1. All communications regarding this solicitation must be with the Procurement Manager, Jeremy Andrews, **jandrews@stockbridgega.org**.

2. All potential Bidders can obtain a copy of the Bid and Specifications located on the City's website City of Stockbridge, GA | Official Website (stockbridgega.org) under bid opportunities. The City of Stockbridge, Procurement Division administers bids.

3. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: 2026 LMIG Program (bonfirehub.com). Questions are due no later than **Tuesday, July 28, 2026, at 12:00 p.m. EST**. Questions received after this date and time may not be answered.

4. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on the Bonfire website at 2026 LMIG Program (bonfirehub.com) and it is the Offeror's responsibility to check the Bonfire portal for any addendum or other communications related to this solicitation.

5. The Public Bid Opening will be **Tuesday, August 11, 2026,** at **2:00 PM EST** at the **City of Stockbridge City Hall** located at **4640 North Henry Boulevard, Stockbridge GA, 30281.**

6. The City of Stockbridge reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Stockbridge.

7. The City of Stockbridge is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their bid responses prior to the due date of this solicitation.

Note: For more information, please refer to the Instruction to Bidders and the Contract Documents, which govern and supersede this Invitation to Bid.

SECTION III
BID FORM

CITY OF STOCKBRIDGE

CITY OF STOCKBRIDGE
PROCUREMENT DIVISION

2026 LMIG PROGRAM

ITB NO: 2026-0011

AUGUST, 2026

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
1	7/29/26
2	7/21/26
3	8/3/26

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

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 anything 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;

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

ITEM NO.:	ESTIMATED QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1	LS	BONDS AND INSURANCE	$ 18,000.00	$ 18,000.00
2.	1	LS	MOBILIZATION	$ 10,000.00	$ 10,000.00
3.	1	LS	TRAFFIC CONTROL	$ 90,000.00	$ 90,000.00
4.	5,835	LF	6' MIN. WIDTH EDGE MILLING, 2 ½" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0" (INCLUDES REMOVAL OF ANY PAVEMENT INSIDE THE GUTTER AT DRIVEWAYS)	$ 3.00	$ 17,505.00
5.	24,326	LF	MILL ASPHALTIC CONCRETE; 2 ½" DEPTH	$ 6.00	$ 145,956.00
6.	305	TON	4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	$ 155.00	$ 47,275.00
7.	5,595	TON	ASPHALTIC CONCRETE OPEN GRADED CRACKED RELIEF INTERLAYER, GP BLEND, INCLUDING BITUMINOUS MATERIAL & H LIME (PERMAFLEX)1" RECYCLED ASPHALTIC CONC. OR EQUIVALENT	$ 136.00	$ 760,920.00

SECTION III

8.	10,355	TON	1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	$ 118.00	$ 1,221,890.00
9.	1,825	TON	RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME	$ 122.00	$ 222,650.00
10.	2,872	SY	FULL DEPTH RECLAMATION; CEMENT STABILIZED RECLAIMED BASE COURSE, 6" INCL. MATERIAL	$ 14.50	$ 41,644.00
11.	7,615	GAL	BITUMINOUS TACK COAT @ 0.08 GAL/SQ.YD.	$ 5.00	$ 38,075.00
12.	71	EA	ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE W/ APPROVED ADJUSTABLE STEEL EXTENSION RING	$ 400.00	$ 28,400.00
13.	2	EA	ADJUST VALVE AND LID TO FINISHED GRADE	$ 450.00	$ 900.00
14.	420	LF	GDOT THERMOPLASTIC STOP BAR, 24" WIDE; WHITE	$ 6.30	$ 2,646.00
15.	645	LF	GDOT THERMOPLACTIC CROSSWALK STRIPING; WHITE	$ 3.15	$ 2,031.75
16.	18,490	LF	GDOT THERMOPLASTIC SOLID LINE 5" WIDE; WHITE	$ 0.63	$ 11,648.70
17.	9,926	LF	GDOT THERMOPLASTIC SOLID CENTERLINE DOUBLE 5" WIDE; YELLOW	$ 1.26	$ 12,506.76
18.	17	EA	GDOT THERMOPLASTIC PAVEMENT MARKING; ARROW TP-2	$ 68.25	$ 1,160.25
19.	2	EA	GDOT THERMOPLASTIC PAVEMENT MARKING; RR-HWY	$ 367.50	$ 735.00
20.	1	EA	GDOT THERMOPLASTIC PAVEMENT MARKING; ARROW TP-3	$ 68.25	$ 68.25
21.	1,580	SY	GDOT THERMOPLASTIC GORE STRIPING; YELLOW	$ 5.25	$ 8,295.00

22.	90	SY	GDOT THERMOPLASTIC GORE STRIPING; WHITE	$ 5.25	$ 472.50
23.	335	LF	GDOT THERMOPLASTIC SKIP STRIPE; WHITE 5" WIDE 2' SEG. 6' GAP	$ 0.63	$ 211.05
24.	1	LS	REINSTALLATION OF EXISTING SPEED LIMITING CONTROL DEVICES	$ 10,000.00	$ 10,000.00
25.	1	LS	PROJECT CONTINGENCY ALLOWANCE (FOR USE BY CITY ONLY)	$330.000.00	$330,000.00

Total Base Bid in Words:

Three Million Twenty-Two Thousand Nine Hundred Ninety and 26/100

Dollars

In Numbers: $ 3,022,990.26

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.

SECTION III

ARTICLE 7 – DEFINED TERMS

7.01 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 8 – 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: East Coast Grading, Inc

(SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): _____

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

Name (typed or printed): Chris Cepuran

Title: President
(CORPORATE SEAL)

Attest _____

SECTION III

Date of Qualification to do business in Georgia is 9 / 20 /2011

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 1111 Commerce Drive, Madison, GA 30650
_____

_____
_____

SECTION III

Phone No. 770-266-0505 Fax No. _____

E-mail chris@ecgpinc.com

SUBMITTED on August 11, 20 26.

GDOT Prequalification Certificate No. 2EA607.

SECTION IV
BID BOND

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

BIDDER *(Name and Address)*:

East Coast Grading, Inc.
P.O. Box 579
Rutledge , GA 30663

SURETY *(Name and Address of Principal Place of Business)*:

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

OWNER *(Name and Address)*:

City of Stockbridge
4640 North Henry Boulevard
Stockbridge, GA, 30281

BID

Bid Due Date: **Tuesday, August 11, 2026**

Description *(Project Name and Include Location)*:
CITY OF STOCKBRIDGE – 2026 LMIG PROGRAM
ITB NO. 2026-0011

BOND

Bond Number: N/A Bid Bond

Date *(Not earlier than Bid due date)*: August 11, 2026

Penal sum Five Percent (5%) 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

East Coast Grading, Inc. (Seal)
Bidder's Name and Corporate Seal

By: _____
Signature

Chris Cepuran
Print Name

President
Title

Attest: _____
Signature

Senior Estimator
Title

SURETY

Western Surety Company (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

Daniel Yates
Print Name

Attorney-in-Fact
Title

Attest: Elizabeth White
Signature

Elizabeth White Surety 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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

P D Yates III, Kevin M Neidert, Daniel Yates, Sandra Lawrence, Elizabeth White, Sean Tidwell, Charles E Thompson, Jenna Jones, Lisa Lee, Individually

of Atlanta, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of May, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of May, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of August, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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.

450158
EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

8/11/2026
Date

President
Title of Authorized Officer of Contractor

Chris Cepuran
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 11TH DAY OF August, 2026

SELENA SWAFFORD NOTARY PUBLIC EXP April 30, 2027 MORGAN COUNTY GA

Notary Public
My Commission Expires: 4/30/2027

*As of the effective date of O.C.G.A. 13-1 0-91, 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. $1 3-10-91, 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 Date
(Subcontractor Name)

_____
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 "**2026 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 7.4 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge's **"2026 LMIG Program – ITB#2026-0011"** project. The ITB, including the General Conditions, Supplementary Conditions, and Contractor's proposal in response to the RFP, are incorporated into this contract.

ARTICLE 3 – ENGINEER (OWNER'S REPRESENTATIVE)

3.01 The Project has been coordinated 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

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:

$_____

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.

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. 95 percent of Work completed and Stored Materials (with the balance being project retainage)

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 Not used.

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; 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):

   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 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 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.

SECTION VIII

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR
City of Stockbridge, Georgia	
By:	By:
Title:	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
4640 North Henry Boulevard	
Stockbridge, GA 30281	
Phone: (770) 389-7900	
	GDOT Prequalification Certificate No:
	_____
	(Where applicable)
	Agent for service of process:

SECTION IX
NOTICE TO PROCEED

Date:

Project: **2026 LMIG PROGRAM**

Owner: City of Stockbridge, Georgia	Owner's Contract No.: **ITB NO. 2026-0011**
Contract: **$**	Engineer's Project No.: **N/A**
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*): **2026 LMIG PROGRAM – ITB#2026-0011**

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ (Seal)	_____ (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	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.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

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

11. Definitions.

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

SECTION X

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

SECTION XI
PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):
CITY OF STOCKBRIDGE, GEORGIA
4640 North Henry Boulevard
Stockbridge, GA 30281

CONTRACT
Effective Date of Agreement:
Amount: **$ _____ .**
Description *(Name and Location)*: **2026 LMIG PROGRAM-ITB#2026-0011**

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)	_____ (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

SECTION XI

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.

SECTION XI

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.

SECTION XI

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)
Surety Agency or Broker:
Owner's Representative (*Engineer or other*):

SECTION XII
CERTIFICATE OF CONTRACTOR'S ATTORNEY

I, the undersigned, _____, the duly authorized and

acting legal representative of (Contractor)_____,
do hereby certify as follows:

I have examined the attached Contract and Performance and Payment Bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signature: _____

Date: _____

SECTION XIII
CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the **City of Stockbridge, Georgia**, do hereby certify as follows:

I have examined the attached Contract and the manner of execution thereof by the authorized City representatives, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the City of Stockbridge, Georgia; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signature: _____

Date: _____

SECTION XIV
GENERAL CONDITIONS

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SECTION XIV

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop

Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

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28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

SECTION XIV

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

   a. does not conform to the Contract Documents; or

   b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

   c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to three printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 15th day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 15 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the ninetieth day after the day of Bid opening or the sixtieth day after the Effective Date of the Agreement, whichever date is later.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents

or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data,

graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Not Used

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to require a change in the Contract Documents; or

2. differs materially from that shown or indicated in the Contract Documents; or

3. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to

all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

SECTION XIV

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. Not Used

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by

an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.

   b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

Not Used

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

   1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Not Used

B. Not Used

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

Not Used

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

SECTION XIV

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

   a. in the exercise of reasonable judgment Engineer determines that:

      1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

      2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

      3) it has a proven record of performance and availability of responsive service.

   b. Contractor certifies that, if approved and incorporated into the Work:

      1) there will be no increase in cost to the Owner or increase in Contract Times; and

      2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

   a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

   b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

   c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. Not Used

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

SECTION XIV

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant

changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners,

employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph

6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

SECTION XIV

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

SECTION XIV

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Not Used

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice in accordance with Paragraph 17.01 stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

   d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

   e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

   f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

   g. The cost of utilities, fuel, and sanitary facilities at the Site.

   h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

   i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the

Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

SECTION XIV

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of

or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract

Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and

equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Twenty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner

and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. Not Used

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

SECTION XIV

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or

suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 7 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. Not Used

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall

be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the State of Georgia.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

SECTION XIV

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION XV
SUPPLEMENTARY CONDITIONS

1. **THE GENERAL CONDITIONS:** The General Conditions shall apply to all work in the Contract Documents, except as otherwise specified in the Supplementary Conditions. Requirements of the Supplementary Conditions supersede those of the General Conditions.

2. **COMMENCEMENT AND COMPLETION OF WORK:** The Contractor shall commence the Work on the date indicated in the Notice to Proceed and shall diligently prosecute said Work so as to complete the entire projects and place them in use within the number of calendar days set forth in the Agreement.

3. **SCOPE OF WORK:** The Work includes the furnishing of all necessary machinery, equipment, tools, labor and other construction means, and all materials and equipment required to perform the Work and Specifications and including the placing of the Work into satisfactory operation. 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 7.8 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge's **ITB#2026-TBD** "**2026 LMIG Program**" project.

4. **SPECIFIC ROAD IMPROVEMENTS:** The roads listed below comprise are the City designated roadways for the 2026 LMIG Program. All dimensions shown are approximate and utilized for the development of the bid quantities for this project. (assumed average width of 22-24 feet for all roads)

ERNESTINE WAY:

LIMITS OF PROPOSED WORK:

FROM VENTURA TRAIL TO CUL-DE-SAC IN THE BRENTWOOD HUNTINGTON SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

462 LINEAR FEET; ONE (1) 80' DIA. CUL-DE-SAC

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX 100%, 12.5 MM SUPERPAVE SURFACE 100%, ADJUST FOUR (4) MANHOLES TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

RAYELLA DRIVE:

LIMITS OF PROPOSED WORK:

FROM CUL-DE-SAC TO CUL-DE-SAC IN THE BRENTWOOD HUNTINGTON SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

1310 LINEAR FEET; TWO (2) 80' DIA. CUL-DE-SAC

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX 100%, 12.5 MM SUPERPAVE SURFACE 100%, APPX. 200 S.Y. PATCH, ADJUST SEVEN (7) MANHOLES TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

DOVER COURT:

LIMITS OF PROPOSED WORK:

FROM GRESHAM DRIVE TO CUL-DE-SAC IN THE BRENTWOOD GRESHAM SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

115 LINEAR FEET; ONE (1) 80' DIA. CUL-DE-SAC

RECOMMENDATIONS FOR ROADWAY:

EDGE MILL, 12.5 MM SUPERPAVE SURFACE 100%, ADJUST ONE (1) MANHOLE TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

DUKE WAY:

LIMITS OF PROPOSED WORK:

FROM WHITAKER DRIVE TO PAYTON COURT IN THE BRENTWOOD WHITAKER SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

360 LINEAR FEET

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX 100% BASE, 12.5 MM SUPERPAVE SURFACE 100%, ADJUST ONE (1) MANHOLE TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

LONGFORD COURT:

LIMITS OF PROPOSED WORK:

FROM BORRINGTON LANE TO CUL-DE-SAC IN THE WYNGATE ENCLAVE SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

135 LINEAR FEET; ONE (1) 80' DIA CUL-DE-SAC

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX 100% BASE, 12.5 MM SUPERPAVE SURFACE 100% AS NEEDED AND APPROVED BY THE ENGINEER

BUCKINGHAM PLACE:

LIMITS OF PROPOSED WORK:

CUL-DE-SAC TO CUL-DE-SAC IN THE WYNGATE ENCLAVE SUBDIVISION

SECTION XV

APPROXIMATE ROAD DIMENSIONS:

2125 LINEAR FEET; TWO (2) 80' DIA. CUL-DE-SAC

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX 100% BASE, 12.5 MM SUPERPAVE 100% SURFACE, ADJUST TEN (10) MANHOLES TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

SHEPHERD DRIVE:

LIMITS OF PROPOSED WORK:

FROM NORTH HENRY BLVD. TO DEAD END IN NORTH WEST STOCKBRIDGE

APPROXIMATE ROAD DIMENSIONS:

1120 LINEAR FEET

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH IN CUL-DE-SACS, EDGE MILL ROADWAY, PERMAFLEX BASE 100% IN CUL-DE-SACS, 12.5 MM SUPERPAVE SURFACE 100%, 1640 LINEAR FEET OF 5" WIDE YELLOW THERMOPLASTIC STRIPING, 30 LINEAR FEET OF 24" WIDE THERMOPLASTIC STOP BAR STRIPING, 45 LINEAR FEET WHITE THERMOPLASTIC PEDESTRIAN CROSSWALK STRIPING AS NEEDED AND APPROVED BY THE ENGINEER

ESCALADE DRIVE:

LIMITS OF PROPOSED WORK:

FROM NORTH HENRY BLVD. LILLIAN CIRCLE IN NORTH WEST STOCKBRIDGE

APPROXIMATE ROAD DIMENSIONS:

860 LINEAR FEET

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX BASE 100%, 12.5 MM SUPERPAVE SURFACE 100%, 15 LINEAR FEET 24" WHITE THERMOPLASTIC STOP BAR STRIPING AS NEEDED AND APPROVED BY THE ENGINEER

ROSENWALD CIRCLE:

LIMITS OF PROPOSED WORK:

FROM TYE STREET TO CUL-DE-SAC IN THE CITY LIMITS

APPROXIMATE ROAD DIMENSIONS:

1385 LINEAR FEET; ONE (1) 80' DIA. CUL-DE-SAC

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX BASE 100%, 12.5 MM SUPERPAVE SURFACE 100% AS NEEDED AND APPROVED BY THE ENGINEER

HAMILTON GLEN:

LIMITS OF PROPOSED WORK:

FROM APPLETON BLVD. TO CUL-DE-SAC IN THE APPLETON SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

275 LINEAR FEET; ONE (1) 80° DIA. CUL-DE-SAC

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX BASE 100%, 12.5 MM SUPERPAVE SURFACE 100%, ADJUST ONE (1) MANHOME TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

CENTRAL LINE:

LIMITS OF PROPOSED WORK:

FROM IRON HORSE WAY TO SEABOARD DRIVE IN THE NORTH BRIDGE STATION SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

1700 LINEAR FEET

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX BASE 100%, 12.5 MM SUPERPAVE SURFACE 100%, ASPHALT PATCH APPX. 125 SQUARE YARDS AS NEEDED AND APPROVED BY THE ENGINEER

ARBOR COVE WAY:

LIMITS OF PROPOSED WORK:

FROM ARBOR COVE DRIVE TO CUL-DE-SAC IN THE ARBOR COVE HIGHLANDS SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

1056 LINEAR FEET; ONE (1) 80' DIA. CUL-DE-SAC

RECOMMENDATIONS FOR ROADWAY:

EDGE MILL, 12.5 MM SUPERPAVE SURFACE 100%, ADJUST SEVEN (7) MANHOLES TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

ARBOR COVE DRIVE:

LIMITS OF PROPOSED WORK:

FROM WALT STEPHENS ROAD TO FLIPPEN ROAD IN THE ARBOR COVE HIGHLANDS SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

2112 LINEAR FEET

RECOMMENDATIONS FOR ROADWAY:

EDGE MILL, 12.5 MM SUPERPAVE SURFACE 100%, ADJUST EIGHT (8) MANHOLES TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

ARBOR COVE COURT:

LIMITS OF PROPOSED WORK:

FROM ARBOR COVE DRIVE TO CUL-DE-SAC IN THE ARBOR COVE SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

264 LINEAR FEET, ONE (1) 80' DIA. CUL-DE-SAC

RECOMMENDATIONS FOR ROADWAY:

EDGE MILL, 12.5 MM SUPERPAVE SURFACE 100%, ADJUST TWO (2) MANHOLES TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

CHERRY HILL LANE:

LIMITS OF PROPOSED WORK:

FROM DEERWOOD DRIVE TO WILLOW HILL LANE IN THE WINDSONG PLANTATION SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

1020 LINEAR FEET

RECOMMENDATIONS FOR ROADWAY:

EDGE MILL, 12.5 MM SUPERPAVE SURFACE 100%, 30 LINEAR FEET 24" WHITE THERMOPLASTIC STOP BAR STRIPING, ADJUST THREE (3) MANHOLES TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

WILLOW TRACE:

LIMITS OF PROPOSED WORK:

FROM WINDSONG DRIVE TO CUL-DE-SAC IN THE MONARCH VILLAGE SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

675 LINEAR FEET; ONE (1) 80' DIA. CUL-DE-SAC

RECOMMENDATIONS FOR ROADWAY:

EDGE MILL, 12.5 MM SUPERPAVE SURFACE 100%, 15 LINEAR FEET 24" WHITE THERMOPLASTIC STOP BAR STRIPING, ADJUST ONE (1) MANHOLE TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

SECTION XV

MULBERRY STREET:

LIMITS OF PROPOSED WORK:

FROM WILLOW HILL LANE TO REDBUD LANE IN THE WINDSONG PLANTATION SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

430 LINEAR FEET

RECOMMENDATIONS FOR ROADWAY:

EDGE MILL, 12.5 MM SUPERPAVE SURFACE 100%, 30 LINEAR FEET 24" WHITE THERMOPLASTIC STOP BAR STRIPING AS NEEDED AND APPROVED BY THE ENGINEER

WILLOW OAK COURT:

LIMITS OF PROPOSED WORK:

FROM WINDSONG DRIVE WAY TO CUL-DE-SAC IN THE WINDSONG PLANTATION SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

420 LINEAR FEET; ONE (1) 80' DIA. CUL-DE-SAC

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, APPX. 6 SQUARE YARDS ASPHPALT PATCHING, PERMAFLEX BASE 100%, 12.5 MM SUPERPAVE SURFACE 100%, 15 LINEAR FEET 24" WHITE STOP BAR STRIPING AS NEEDED AND APPROVED BY THE ENGINEER

KINSEY DRIVE:

LIMITS OF PROPOSED WORK:

FROM EAST ATLANTA ROAD TO MAYS ROAD

APPROXIMATE ROAD DIMENSIONS:

2300 LINEAR FEET

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX BASE 100%, 12.5 MM SUPERPAVE SURFACE 100% AS NEEDED AND APPROVED BY THE ENGINEER

VALARIE COURT:

LIMITS OF PROPOSED WORK:

FROM KINSEY DRIVE TO CUL-DE-SAC IN THE KINSEY CROSSING SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

1495 LINEAR FEET; ONE (1) 80' DIA. CUL-DE-SAC

SECTION XV

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX BASE 100%, 12.5 MM SUPERPAVE SURFACE 100%, APPX. 90 SQUARE YARDS ASPHALT PATCHING AS NEEDED AND APPROVED BY THE ENGINEER

KNOTTINGHAM COURT:

LIMITS OF PROPOSED WORK:

FROM DAVIS ROAD TO CUL-DE-SAC IN THE PINEY WOODS SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

1450 LINEAR FEET; ONE (1) 80' DIA. CUL-DE-SAC

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX BASE 100%, 12.5 MM SUPERPAVE SURFACE 100%, APPX. 50 SQUARE YARDS ASPHALT PATCHING, 20 LINEAR FEET 24" WHITE THERMOPLASTIC STOP BAR STRIPING, ADJUST ONE (1) MANHOLE TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

DANIEL DRIVE:

LIMITS OF PROPOSED WORK:

FROM NORTH HENRY BLVD. TO DANIEL DRIVE

APPROXIMATE ROAD DIMENSIONS:

1175 LINEAR FEET;

RECOMMENDATIONS FOR ROADWAY:

FULL DEPTH RECLAMATION, 12.5 MM SUPERPAVE SURFACE 100% AS NEEDED AND APPROVED BY THE ENGINEER

EAST ATLANTA ROAD:

LIMITS OF PROPOSED WORK:

FROM BRYANT STREET TO CITY LIMITS

APPROXIMATE ROAD DIMENSIONS:

8448 LINEAR FEET; ACEL/DECEL LANES; ARTERIAL STREET INTERSECTIONS TO TOE OF RADII

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX BASE 100%, 12.5 MM SUPERPAVE SURFACE 100%, 8286 LINEAR FEET DOUBLE 5" YELLOW THERMOPLASTIC STRIPING, 18490 LINEAR FEET 5" WHITE THERMOPLASTIC STRIPING, 200 LINEAR FEET 24" WHITE STOP BAR STRIPING, 600 LINEAR FEET WHITE PEDESTRIAN CROSSWALK

STRIPING, 335 LINEAR FEET 5" WHITE 2' SEG. 6' GAP THERMOPLASTIC SKIP STRIPE, 1578 SQUARE YARDS YELLOW THERMOPLASTIC GORE STRIPING, 90 SQUARE YARDS WHITE THERMOPLASTIC GORE STRIPING, SEVENTEEN (17) WHITE THERMOPLASTIC GDOT "TP-2" PAVEMENT MARKERS, ONE (1) WHITE THERMOPLASTIC GDOT "TP-3" PAVEMENT MARKER, TWO (2) WHITE THERMOPLASTIC RR-HWY PAVEMENT MARKERS, ADJUST ONE (1) VALVE AND ONE (1) MANHOLE TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

MOWHAWK CIRCLE:

LIMITS OF PROPOSED WORK:

FROM BRUNSWICK CIRCLE TO CUL-DE-SAC IN THE PINE GROVE SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

360 LINEAR FEET

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX BASE 100%, 12.5 MM SUIPERPAVE SURFACE 100%, ADJUST THREE (3) MANHOLES TO DSURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

ALLISON COURT:

LIMITS OF PROPOSED WORK:

FROM AMANDA COURT TO CUL-DE-SAC IN THE OAK HILL SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

713 LINEAR FEET; 80' DIA. CUL-DE-SAC

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX BASE 100%, 12.5 MM SUPERPAVE SURFACE 100%, APPX. 575 SQUARE YARDS ASPHALT PATCHING AS NEEDED AND APPROVED BY THE ENGINEER

ASPEN BROOK DRIVE:

LIMITS OF PROPOSED WORK:

FROM SUMMIT VIEW DRIVE TO SUMMIT VIEW DRIVE IN THE SUMMIT SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

1260 LINEAR FEET

RECOMMENDATIONS FOR ROADWAY:

EDGE MILL, 12.5 MM SUPERPAVE SURFACE 100%, ADJUST SIX (6) MANHOLES TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

SECTION XV

MESA ROAD:

LIMITS OF PROPOSED WORK:

FROM SUMMIT VIEW DRIVE TO ASPEN BROOK DRIVE IN THE SUMMIT SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

1515 LINEAR FEET

RECOMMENDATIONS FOR ROADWAY:

EDGE MILL, 12.5 MM SUPERPAVE SURFACE 100%, ADJUST SEVEN (7) MANHOLES TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

ST. ELIZABETH TERRACE:

LIMITS OF PROPOSED WORK:

FROM ST. MARGRIT CIRCLE TO CUL-DE-SAC IN THE ST. MARGRIT VILLAGE SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

160 LINEAR FEET; ONE (1) 80' DIA. CUL-DE-SAC

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX BASE 100%, 12.5 MM SUPERPAVE SURFACE 100%, ADJUST ONE (1) MANHOLE TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

ST. MICHELLE COURT:

LIMITS OF PROPOSED WORK:

FROM ST. MARGRIT CIRCLE TO CUL-DE-SAC IN THE ST. MARGRIT VILLAGE SUBDIVISION

APPROXIMATE ROAD DIMENSIONS:

230 LINEAR FEET; 80' DIA. CUL-DE-SAC

RECOMMENDATIONS FOR ROADWAY:

MILL 2 ½" DEPTH, PERMAFLEX BASE 100%, 12.5 MM SUPERPAVE SURFACE 100%, ADJUST ONE (1) MANHOLE TO SURFACE COURSE GRADE AS NEEDED AND APPROVED BY THE ENGINEER

5. **LOCATION:** The work under this Contract will be located in Stockbridge, Henry County, Georgia as referenced in section (4) of this document.

SECTION XV

6. **EXTENSION OF TIME AND FAILURE TO COMPLETE ON TIME:** Any and all extensions of time shall be in accordance with the General Conditions, except as otherwise hereinafter provided. Failure to complete the Project on or before the stipulated completion date will result in the assessment of liquidated damages in the amount stated in the Proposal.

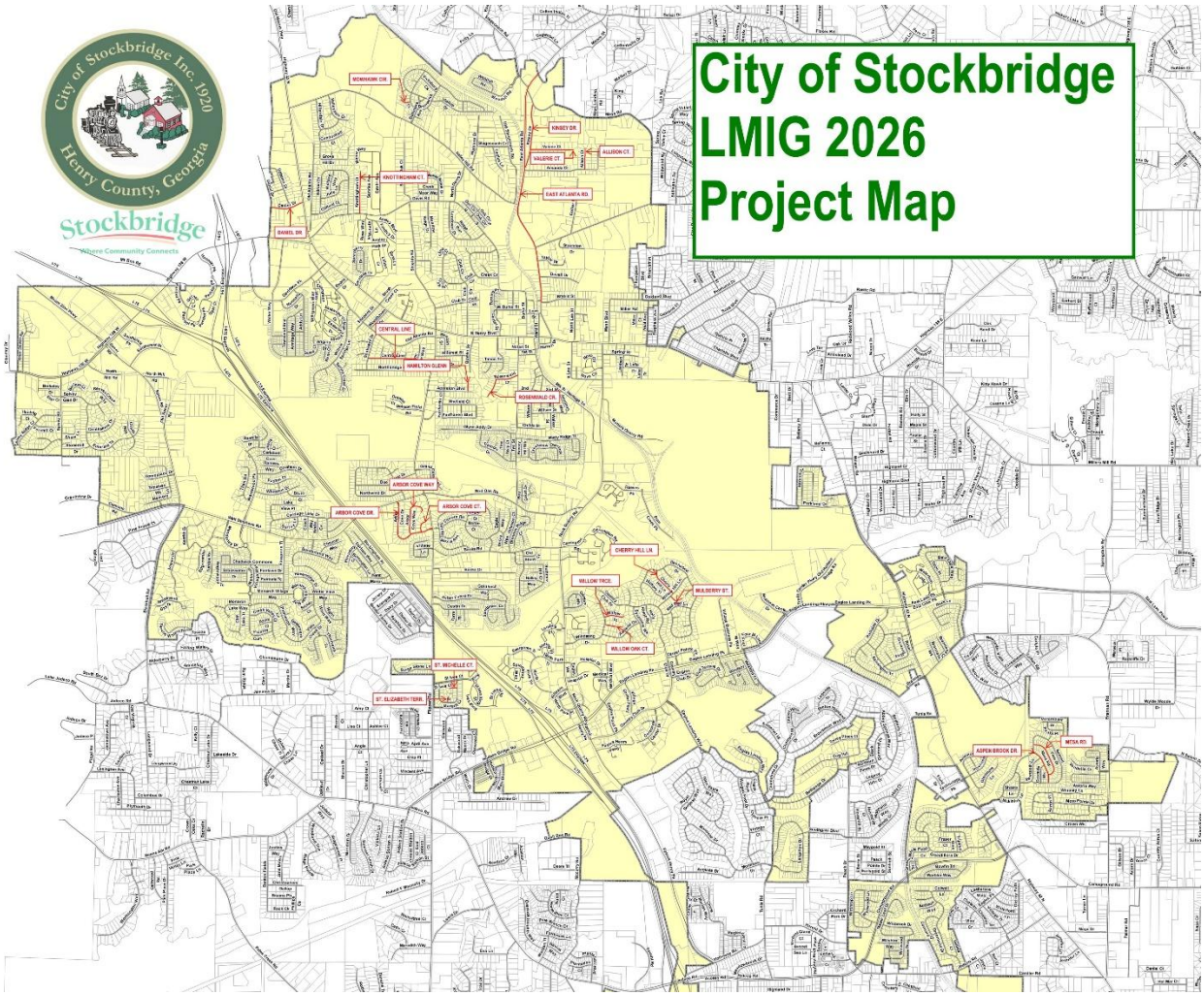
7. **WEATHER DELAYS:** Completion time will not be extended for normal bad weather. Time for completion as stated in the Contract Documents includes an allowance for calendar days on which work cannot be performed out-of-doors. The term "calendar day" as used in the Contract Documents shall mean Mondays through Fridays, excluding weekends and legal holidays. For the purpose of this Contract, Contractor agrees that he may expect to lose calendar days due to weather in accordance with the following table:

January - 9 days	**February - 8 days**	**March - 9 days**	**April - 9 days**
May - 10 days	**June - 11 days**	**July - 13 days**	**August - 11 days**
September - 8 days	**October - 6 days**	**November - 7 days**	**December - 9 days**

The Contractor agrees that it shall provide written notice to the Owner's Representative on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the Owner's Representative is a condition precedent to the submission of any claim for an extension of time. Furthermore, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the Owner's Representative may require. No extension will be made for days of bad weather occurring after the building is dried in. Requested working days lost to the weather shall be submitted for review with the pay request for that month, any requests later than the billable month will not be considered. To the extent that any of the terms and conditions set forth in this paragraph are in conflict with any of the terms and conditions of this Agreement, the terms and conditions of this paragraph shall govern and control.

8. **PROJECT MAP:** The work required for this project is shown on the included project map that defines the roadways included in this project and their limits.

SECTION XV



9. **REPORTS AND DRAWINGS USED BY THE ENGINEER:** In the preparation of Drawings and Specifications, ENGINEER has relied upon:

A. The following reports of explorations and test of subsurface conditions at the site of the Work:

1) None

B. The following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are contiguous to the site of the Work.

1) None

10. **SANITARY CONVENIENCES:** THE CONTRACTOR shall provide adequate sanitary conveniences for use of those employed on the work and their use shall be strictly enforced.

Such conveniences shall be made available when the first employees arrive on the site and shall be removed after the departure of the last employees from the job.

11. **ENVIRONMENTAL IMPACT:** THE CONTRACTOR shall conduct all operations so as to minimize, to the greatest extent possible, adverse environmental impact.

    A. NOISE: All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels.

    B. DUST/SMOKE: All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmosphere conditions. Burning operations will be conducted only with written permission of the OWNER and/or appropriate regulatory agency. The CONTRACTOR shall be responsible for obtaining all permits and comply with all codes, ordinances and regulations pertaining to the burning.

    C. TRAFFIC: Equipment and vehicles related to this project shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.

    D. SEDIMENTATION: All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material from the construction site is being deposited offsite. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins. All work shall be performed per the "Georgia Soil and Water Conservation Commission - Manual for Erosion and Sediment Control in Georgia – 2016 Edition or latest revision"

12. **PROJECT VIDEO RECORDING:** Contractor is to provide a full color video survey of the complete project limits to the Owner. This video is to be taken within 72 hours of the Contractor's mobilization and start of the project and delivered to the Owner's Representative.

13. **PROJECT PHOTO LOG:** Contractor is required to take daily digital progress photos of the work being performed. These photos are required to show a TIME/DATE stamp directly on each picture. Minimum 10M resolution required. Photos are to be delivered to the Owner's Representative monthly with each pay request submitted.

14. **CONSTRUCTION STAKEOUT:** If requested by the CONTRACTOR, the ENGINEER will provide benchmarks and baseline coordination's for horizontal and vertical control at the site of the work. From the baselines and benchmarks the CONTRACTOR shall complete the layout of the work and shall be responsible for all measurements that may be

required for the executions of the work prescribed in the specifications or on the Drawings, subject to such modifications as may be required to meet changed conditions or as a result of necessary modifications to the Work.

The CONTRACTOR shall furnish, at his own expense, all such stakes, spikes, steel pins, templates, platforms, equipment, instruments, tools and material and all labor as may be required in laying out any part of the Work from the baselines and benchmarks.

It shall be the responsibility of the CONTRACTOR to maintain and preserve all stakes and other marks established by the ENGINEER until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the ENGINEER at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the CONTRACTOR.

All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, records and computations made by the CONTRACTOR in laying out the work shall be available at all times during the progress of the work for the ready examination by the ENGINEER or his duly authorized representative.

The ENGINEER may make original and final surveys and make computations to determine the quantities of work performed or finally in place, if required.

The CONTRACTOR shall make such surveys and computations as are necessary to determine the quantities of work performed or placed during each period for which a progress payment is to be made. All original field notes, computations and other records, or facsimile copies thereof, taken by the CONTRACTOR for the purpose of construction and for progress surveys, shall be furnished promptly to the representative of the ENGINEER for permanent records and for determining the proper amount of progress payments due to the CONTRACTOR. Unless waived in each specific case, quantity surveys made by the CONTRACTOR shall be made during the presence of a representative of the ENGINEER.

THE ENGINEER may make checks as the work progresses to verify lines and grades established by the CONTACTOR and to determine the conformance of the completed work as it progresses with the requirements of Contract Documents and Drawings. Such as checking by the ENGINEER or his representative shall not relieve the CONTRACTOR of his responsibility to perform all work in accordance with the Contract Documents and Drawings and the lines and grades given therein. In the event that location marks as established by the CONTRACTOR are found to be inaccurate or inadequate, work shall be suspended until corrections have been made.

Contractor to provide Owner with complete electronic GIS survey based upon State Plane

Coordinate System of all improvements including all subsurface structures related to the completed project.

No separate payment will be made for the costs involved in the survey work, layout work or staking performed by the CONTRACTOR. All such costs will be considered as incidental to the Work.

15. **UTILITIES:** Utilities such as sewer, water and electric lines encountered in the work shall be protected from Injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned as may be necessary for this proper construction and use of the new work. State law requires that the contractor call Georgia811 at 811 or 1-800-282-7411 at least 72 hours in advance of construction commencing.

16. **ADJUSTMENT OF DISCREPANCIES:** In all cases of discrepancies between the various dimensions and details shown on drawings, or between the drawings are these specifications, the more expensive construction shall be estimated before construction is started, the matter shall be submitted to the ENGINEER for clarification. Without such a decision, discrepancies shall be adjusted by the CONTRACTOR at his own risk and in settlement of any complications arising from such adjustment, the CONTRACTOR shall bear all of the extra expense involved.

17. **RESTORATION:** The CONTRACTOR shall conduct his operations so that restoration of roadways, driveways, curb and gutter, ditches and easements progresses along with the pipe laying. If the ENGINEER determines that inadequate progress is being made with the restoration, he may shut down the CONTRACTOR'S pipe laying operation until the restoration is caught up with the pipe installation. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

18. **MAINTENANCE DURING CONSTRUCTION:** The CONTRACTOR shall maintain the Work from the beginning of construction operations until final acceptance. This maintenance shall continue continuous and effective work prosecuted day by day with adequate equipment and forces to the end that site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State in which this project is located.

    Upon completion of the Work, the CONTRACTOR shall remove all construction signs and barriers before final acceptance. While undergoing improvements, the roads shall be kept open to all traffic by the CONTRACTOR. The CONTRACTOR shall keep the portion of the site being used by public traffic, whether it be through or local traffic, in such condition that

traffic will be adequately accommodated. The CONTRACTOR shall bear all cost of signs and markings as required and other maintenance work during construction and before the Work is accept and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary without direct compensation.

19. **BARRICADES, DANGER, WARNING AND DETOUR SIGNS:** The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic Barricades, danger, warning and detour signs shall be installed as per Georgia DOT Specifications, Section 107.07 – Public Convenience and Safety and Section -150 Traffic Control in accordance with "Georgia Department of Transportation – Standard Specifications Construction of Transportation Systems – January 21, 2021 or latest revision"

    The CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning sings, and other protection devices in accordance with the State requirements in which the project is located. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in good, legible condition while in use. All work and materials provides shall be per the "Manual on Uniform Traffic Control Devices for Streets and Highways – 2009 MUTCD with Revisions 1 and 2, May 2012 or latest revision"

    As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

    The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid Item. Where the CONTRACTOR is required to perform any of these functions, the cost thereof shall be included in the overall Bid submitted. Ownership of the temporary warning devices shall remain with the CONTACTOR.

20. **HIGH VOLTAGE ACT:** The CONTRACTOR acknowledges the requirement of the High Voltage Act of the General Assembly of Georgia by execution of this Contract.

21. **ACCESS FOR INSPECTION:** Access for inspection shall be provided for representatives of the Georgia Environment Protection Division, Owner, and Owner's Representative.

22. **INSURANCE:** 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:

a. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:
    i. State: Statutory
    ii. Applicable Federal
    iii. (e.g., Longshoreman's): Statutory
    iv. Employer's Liability: $1,000,000
b. 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:
    i. General Aggregate $1,000,000
c. Products - Completed
    i. Operations Aggregate $1,000,000
d. Personal and Advertising
    i. Injury $1,000,000
e. Each Occurrence
    i. (Bodily Injury and Property Damage)
    ii. $1,000,000
f. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
g. Excess or Umbrella Liability
    i. General Aggregate $1,000,000
    ii. Each Occurrence $1,000,000
h. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
    i. Bodily Injury:
    ii. Each person $1,000,000
    iii. Each Accident $1,000,000
i. Property Damage:
    i. Each Accident $1,000,000
j. 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:
    i. Bodily Injury:
    ii. Each person $1,000,000
    iii. Each Accident $1,000,000
k. Property Damage:
    i. Each Accident $1,000,000
    ii. Annual Aggregate $1,000,000

23. <u>DISPUTES, CLAIMS AND LITIGATION</u>

1. Article 16, of the general conditions, arbitration, and the reference thereto is non-applicable to this project.

2. All claims, disputes, interpretations, rights and all other issues arising under the terms of this Contract, the Contract Documents, performances of the work and the bonds issued pursuant to this Contract shall be heard and determined by the Presiding Judge of the Superior Court of Henry County, Georgia. The contractor and the Surety under the Payment Bond and Performance Bond do hereby consent to said Court having jurisdiction over the Contractor and the Surety under said bonds concerning all matters arising under the terms of said Contract and said bonds.

24. **SUBCONTRACTORS:** The Contractor shall not contract with any person or entity to whom the Owner or the Engineer has made reasonable objection. The Contractor shall not be required to contract anyone to whom he has a reasonable objection.

25. **SAFETY AND PROTECTION:** Attention is invited to the regulations issued by OSHA 2207 and the Department of Labor pursuant to Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333) entitled "Safety and Health Regulations for Construction" (29 CFR Part 1926 910) July 1, 1993 edition. The Contractor shall be required to comply with those regulations to the extent that any resulting Contract involves construction.

26. **RETAINAGE OF CONTRACTORS PAYMENT:** The retainage shall be an amount equal to 5% for the duration of the project. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgement of the OWNER are valid reasons for non-completion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still to be completed. Partial pay estimates may include stored materials. Contractor must submit invoices and all materials must be located at the site of work. Retainage will be held on stored materials.

27. **EROSION CONTROL:** Construction is to be carried out so as to prevent by-passing of flows during construction. The Contractor shall provide the necessary pumps, force mains and etc. required to handle sewage flows during construction.

    Siltation and soil erosion must be minimized during construction. Contractor shall take measures necessary to stop soil erosion at the source.

    Restore disturbed areas to original or better conditions.

28. **USE OF CHEMICALS:** All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with instructions.

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29. **TESTING:** The testing laboratory will be retained by the CONTRACTOR. Testing required by the plans and specifications will be performed at the discretion and under the direction of the Engineer. Payment for conformance will be made by the CONTRACTOR. Copies of all test results will be forwarded in duplicate to the Engineer. The Contractor shall maintain a current file on the jobsite of all test results for review.

30. **OWNERSHIP OF DEMOLISHED EQUIPMENT**: Any major equipment removed as a result of this project shall remain the property of the OWNER. The Contractor shall take reasonable care to protect equipment during removal and shall deliver the equipment for permanent storage to a point to be designated by the OWNER.

31. **RECORD DRAWINGS:** The Contractor shall maintain a red lined set of construction drawings indicating any field changes to the Drawings. The information shall include physical measurements or coordinates for the horizontal location of key physical features such as bends in underground pipelines and vertical elevations of the equipment or pipelines. As a prerequisite to final payment of the Retainage, the Contractor shall deliver to the Engineer the marked up set of drawings for preparation of the Record Drawings of the Work. Failure to maintain this information shall not relieve the Contractor of the responsibility of obtaining the information prior to final payment.

32. **OPERATION AND MAINTENANCE MANUALS:** The Contractor shall assemble all O&M manuals called for in the various sections of the Technical Specifications into one or more volumes of either 3-ring or post and screw type binders. The binders shall be labeled, indexed and tabbed for easy location of information by Specification Section Number and Description. Three (3) copies of all O&M manuals organized into 3 separate books shall be submitted to the Engineer as a prerequisite to final payment of the retainage.

33. **QUALIFICATIONS FOR ACCEPTABLE SURETIES:** A surety, to be acceptable, will be required to meet the following criteria:
    A company holding a Certificate of Authority as an acceptable surety on Federal Bonds, as published in the latest such listing in the Federal Register; and an insurance company licensed to do business within the state of Georgia as a company writing policies of insurance and/or bid bonds, payment bonds and performance bonds, regulated as such by the Georgia Department of Insurance and Solvency Pool, and meet the following additional criteria:

    1) A company with a rating in the A.M. Best Companies' most recent published rating of "A++ or A+: Class IV or Larger."

    2) A company with a rating in the A.M. Best Companies' most recent published rating of "A: Class V or Larger."

3) A company with a rating in the A.M. Best Companies' most recent published rating of "A-: Class X or Larger."

4) A company which can furnish an assumption certificate or cut through clause in a statement of coverage under which payment is guaranteed 100% to third-party claimants by a reinsurer with a rating in A.M. Best Companies' most recent published rating of "A or A+: Class V or Larger"

5) In lieu of the A.M. Best Company Rating, insures rated AAA, AA+, AA, AA- by Standard & Poor's Insurance Rating Services will also be acceptable.

34. **OPERATION OF EXISTING FACILITIES:** Not Used.

35. **RESIDENT ENGINEER OFFICE:** Not Required.

36. **PERMITS:** The Contractor shall secure and pay for all necessary construction-related permits required for completion of the work.

37. **STATED ALLOWANCES:** The following allowances shall be included in the Base Bid Proposal of the Contractor:

1) Contingency Funds $**TBD**

38. ARTICLE 15: SUSPENSION OF WORK AND TERMINATION: Termination by the Owner for Cause: Add the following subparagraphs 15.5.1 and 15.5.2 to the General Conditions.

15.5.1: If the Owner has terminated the Contract as provided in Paragraph 15.02 and if it is subsequently determined for any reason that the Owner was not authorized to terminate the Contract as provided in said Paragraph, the rights and obligations of the parties shall be the same as if the Owner has issued a Notice of Termination to the Contractor as provided in Paragraph 15.5.2 hereinbelow.

15.5.2:

(a) The Owner may, at any time, terminate, in whole or in part, the Work under this Contract for the Owner's convenience and without cause. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective;

(b) After Receipt of a Notice or Termination, and except as otherwise directed by the Owner, the Contractor shall:

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1) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

2) Place no further orders or subcontracts for materials, services or facilities except as necessary to complete the portion of the Work under the Contract which is not terminated;

3) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the Notice of Termination;

4) Assign to the Owner, in the manner, at times, and to the extent directed by the Owner, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated. The Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

5) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner to the extent the Owner may require. Its approval or ratification shall be final for all the purposes of this Paragraph 15.5.2;

6) Transfer title to the Owner, and deliver in the manner, at the times, and to the extent, if any, directed by the Owner, (i) the fabricated or unfabricated parts, Work in progress, completed Work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Owner;

7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices that the Owner directs or authorizes, and property of the types referred to in Subparagraph (b) (6) of this Paragraph, but the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed and at a price or prices approved by the Owner. The proceeds of any such transfer or deposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Owner may direct;

8) Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and,

9) Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Contract which is in the possession f the Contractor and in which the Owner has or may acquire an interest;

c) After receipt of a Notice of Termination, the Contractor shall submit to the Owner his termination claim, in the form and with the certification the Owner prescribes. Such claims shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within such one (1) year period or authorized extension However, if the Owner determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such one (1) year period or extension. If the Contractor fails to submit his termination claim within the time allowed, if any, due to the Contractor because of the termination. The Owner shall then pay to the Contractor the amount so determined.

d) Subject to the provisions of paragraph (c), the Contractor and the owner may agree upon the whole or any part of the amount or amount to be paid to the Contractor because of the total or partial termination of Work under paragraph 15.5.2. The amount or amounts may include a reasonable allowance for profit on Work done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contactor shall be paid the agreed amount. Nothing in paragraph (e) of this Paragraph 15.5.2, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Owner to agree upon the whole amount to be paid to the Contractor because of the termination of Work under this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount of amounts which may be agreed upon to be paid to the Contractor pursuant to this Subparagraph (d);

(e) If the Contractor and the Owner fail to agree as a paragraph (d) provides, on the whole amount to be paid to the Contractor because of the termination of Work under this Paragraph 15.5.2, the Owner shall determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

1. For all Work performed before the effective date of the Notice of Termination, the total (without duplication of any items) of:

    i) The cost of such Work;

    ii) The cost of settling and paying claims arising out of the termination of Work under subcontracts or others as Paragraph 15.5.1 provides. This cost is exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor before the effective

date of the Notice of Termination. These amounts shall be included in the cost on account of which payment is made under (i) above; and

iii) A sum, as profits on (i), above; that the Owner determines to be fair and reasonable. But, if it appears that the Contractor would be sustained a loss on the entire Contract had it been completed, no profit shall be include or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

2. The reasonable cost of the preservation and protection of property incurred under paragraph (b) (9) of this Paragraph 15.5.2; and any other reasonable cost identical to termination of Work under this Contract, including expense incidental to the determination of the amount due to the Contractor as a result of the termination of Work under this Contract. The total sum of this Paragraph 15.5.2. shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of Work not terminated. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amount payable to the Contractor under (1) above, the fair value, as determined by the Owner of property which is destroyed, lost, stolen, or damaged, to the extent that it is undeliverable to the Owner, or to a buyer under Subparagraph (b) (7) of this Paragraph 15.5.2;

(f) The Contractor shall have the right to make claim from any determination the Owner makes under paragraph (c) or (e) of this Paragraph 15.5.2. But, if the Contractor has failed to submit his claim within the time provided in paragraph (c) of this Paragraph 15.5.2 and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Owner has determined the amount due under Subparagraph (c) or (e) of this Paragraph 15.5.2, the Owner shall pay to the Contractor the following: (1) the amount so determined by the owner or (2) if an adverse proceeding is initiated, the amount finally determined in such proceeding;

(g) In arriving at the amount due the Contractor under this Paragraph 15.5.2, there shall be deducted (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the termination portion of this Contract, (2) any claim which the Owner may have against the Contractor in connection with this Contract, and (3) the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold, under the provisions of this Paragraph 15.5.2, and not otherwise recovered by or credited to the Owner;

(h) If the termination hereunder be partial, before the settlement of the termination portion of this Contract, the Contractor may file with the Owner a request in writing for an equitable adjustment of the price or prices specified in the Contract related to the continued portion of the Contract (the portion not terminated by the Notice of Termination). Such equitable adjustments as may be agreed upon shall be made in the

price or prices. Nothing contained herein shall limit the right of the Owner and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the Contract when the Contract does not contain an established contract price for the continued portion."

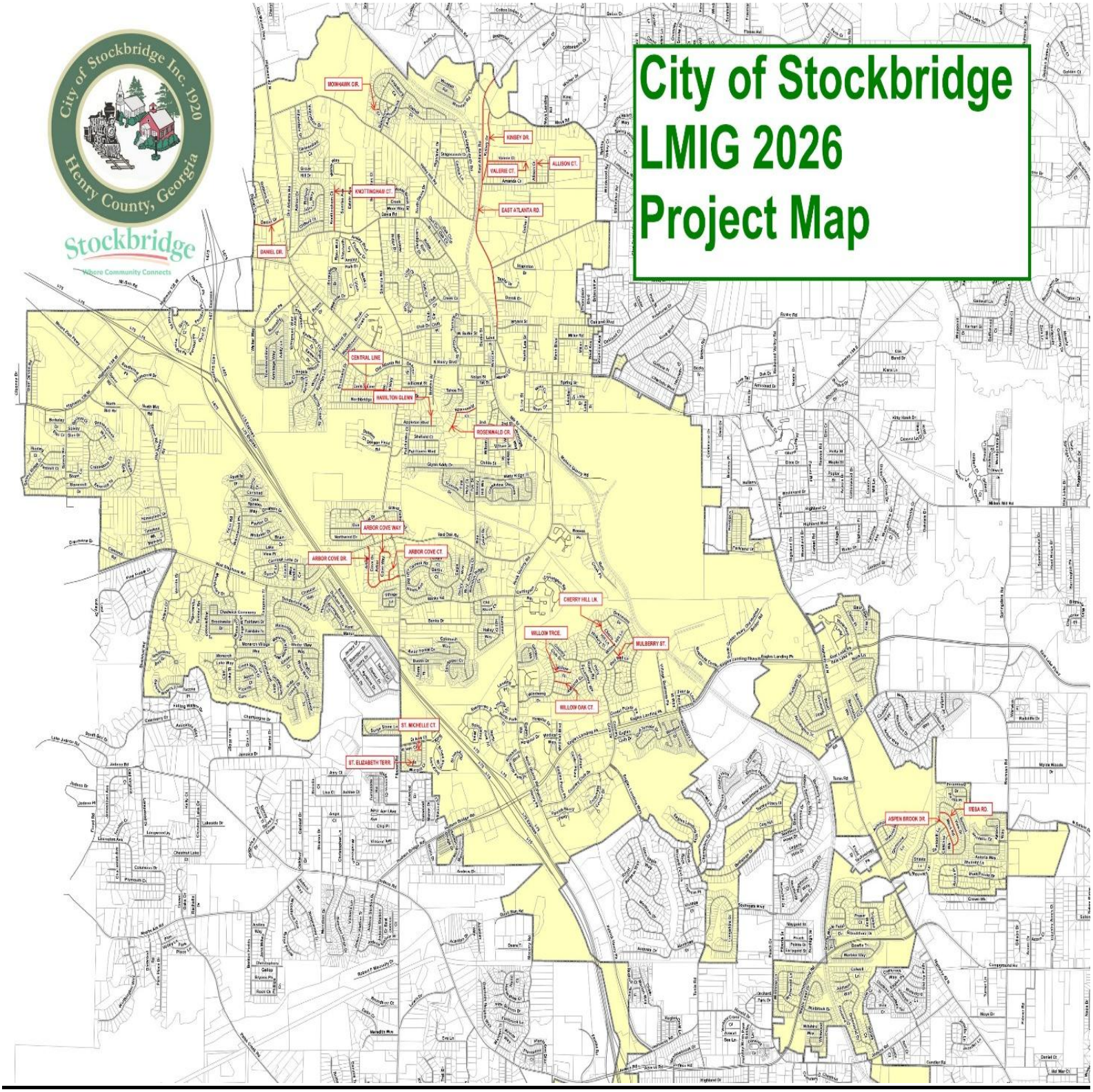
39. ADDITIONAL TECHNICAL SPECIFICATIONS:

a. Technical Specifications, in addition to those included in the Contract Documents, that will be utilized for use with the City of Stockbridge's **"2026 LMIG PROGRAM"** project 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 related to roadways that have local jurisdiction.)

b. Technical Specifications, in addition to those included in the Contract Documents, that will be utilized for use with the City of Stockbridge's **"2026 LMIG PROGRAM"** project shall be per the "Manual on Uniform Traffic Control Devices for Streets and Highways – 2009 MUTCD with Revisions 1 and 2, May 2012 or latest revision"

c. Technical Specifications, in addition to those included in the Contract Documents, that will be utilized for use with the City of Stockbridge's **"2026 LMIG PROGRAM"** project shall be per the "Georgia Soil and Water Conservation Commission - Manual for Erosion and Sediment Control in Georgia – 2016 Edition or latest revision"

SECTION XVI
PROJECT MAPS



SECTION XVII
REFERENCE VERIFICATION AND RELEASE FORM

SOLICITATION NUMBER: ITB NO.: 2026- 0011

PROJECT TITLE: STOCKBRIDGE - 2026 LMIG PROGRAM

BIDDER: East Coast Grading, Inc
(List name exactly as provided in Bid Form)

Provide at least five (5) references for the Bidder listed above of work similar to the current project being completed within the last five (5) years. Provide the information requested in the form below for the contact person who will verify the Bidder's experience and ability to perform the type of services listed in the ITB.

REFERENCE NO. 1:

Name of Company/Entity: City of Sandy Springs

Mailing Address: 1 Galambos Way

City/State/Zip Code: Sandy Springs, GA 30328

Contact Person Name: Tony Ultsch

Contact Person Title: Project Manager

Contract Person Phone No.: 770-730-5600

Contract Person Email: tultsch@sandyspringsga.gov

Date Work Performed: 08/2025-05/2026

Brief Description of Work Performed: 2025 LMIG

Patching and resurfacing of various streets

SECTION XVII

REFERENCE NO. 2:

Name of Company/Entity: Croy Engineering

Mailing Address: 200 Cobb Parkway North

City/State/Zip Code: Marietta, GA 30062

Contact Person Name: Roy Acree

Contact Person Title: Program Manager

Contract Person Phone No.: 470-648-6036

Contract Person Email: racree@croyeng.com

Date Work Performed: 04/2026-06/2026

Brief Description of Work Performed: City of Powder Springs 2026 LMIG

Patching and resurfacing of various streets

REFERENCE NO. 3:

Name of Company/Entity: Precision Planning

Mailing Address: 400 Pike Boulevard

City/State/Zip Code: Lawrenceville, GA 30046

Contact Person Name: Steve Sappington

Contact Person Title: Senior Project Manager

Contract Person Phone No.: 770-338-8149

Contract Person Email: 740ss@ppi.us

Date Work Performed: 07/2026-Present

Brief Description of Work Performed: City of Grayson 2025-2026 LMIG

Patching and resurfacing of various streets

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REFERENCE NO. 4:

Name of Company/Entity: LJA

Mailing Address: 103 Mountain Brook Drive, Suite 112

City/State/Zip Code: Holly Springs, GA 30115

Contact Person Name: Jacob Hughes

Contact Person Title: Senior Project Manager

Contract Person Phone No.: 706-471-0195

Contract Person Email: jahughes@lja.com

Date Work Performed: 07/2026-Present

Brief Description of Work Performed: City of Holly Springs 2026 LMIG

Patching and resurfacing of various streets

REFERENCE NO. 5:

Name of Company/Entity: GDOT District 2

Mailing Address: 1570 Bethany Road

City/State/Zip Code: Madison, GA 30650

Contact Person Name: Nathan Johnson

Contact Person Title: Area Manager

Contract Person Phone No.: 706-343-5836

Contract Person Email: njohnson@dot.ga.gov

Date Work Performed: 06/2026-08/2026

Brief Description of Work Performed: Resurfacing of SR278 Morgan County, GA

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: East Coast Grading, Inc
(List name exactly as provided in Bid Form)

SIGNED BY: Chris Cepuran, President
(Printed name and title)

AUTHORIZED SIGNATURE: _____ **DATE:** 8/11/2026

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 for the City of Stockbridge, Georgia's "2026 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 7.8 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge's **ITB#2026-TBD "2026 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 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. Patching will be as needed and as approved by the Engineer.
4. The contractor shall adjust to grade all existing manholes and valves in the existing pavement with the use of approved steel ring inserts to maintain these structures at the new height of pavement.
5. All striping required for this project shall be thermoplastic paint in accordance with GDOT standards. No striping shall be performed for a minimum of (14) days after the placement of the new asphalt surface.
6. All striping shall match any striping that existed prior to the roadway resurfacing unless otherwise stated.

1.3 SPECIFICATION CONVENTIONS

A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

B. Specifications are contained within the Contract Drawings and the Contract Documents and Technical Specifications.

C. Applicable building and safety codes have been referenced in these documents and are utilized as fully developed project requirements and specifications for this project.

END OF SECTION

SECTION 01200
PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Contingency allowances.

B. Schedule of Values.

C. Application for Payment.

D. Change procedures.

E. Defect assessment.

F. Unit prices.

G. Lump Sum prices.

H. Alternates.

1.2 CONTINGENCY ALLOWANCES

A. Include in Contract a stipulated sum/price of **$330,000** for use only upon Owner's written instruction as a contingency allowance.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.

C. Funds will be drawn from contingency allowance only by Change Order and as directed by the Owner.

D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

1.3 SCHEDULE OF VALUES

A. Submit construction schedule on Contractor's standard form or electronic media printout will be considered for this use.

B. Submit Schedule of Values as electronic file to Project website within 10 days after date of Owner-Contractor Agreement.

C. Format: Use Bid Form of this Project Manual. Identify each line item with number. Also, identify Contingency Allowance.

D. Revise schedule to list approved Change Orders with each Application for Payment.

1.4 APPLICATION FOR PAYMENT

A. Submit three copies of each Application for Payment on Contractor's electronic media driven form on the 25th of each month.

B. Content and Format: Use Schedule of Values for listing items in Application for Payment.

C. Submit updated construction schedule with each Application for Payment.

D. 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 sub-schedules 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 and standards.

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 01720
RECORD DOCUMENTS

PART 1 GENERAL

1.01 SCOPE

A. The work under this Section includes, but is not necessarily limited to, the compiling, maintaining, recording and submitting of project record documents as herein specified.

B. Record documents include, but are not limited to:

1. Drawings;
2. Specifications;
3. Change orders and other modifications to the Contract;
4. Engineer field orders or written instructions, including Requests for Information (RFI) and Clarification Memorandums;
5. Reviewed shop drawings, product data and samples;
6. Videos, photos, and written records related to the project;
7. Test records.

C. The Contractor shall maintain on the Project site throughout the Contract Time an up to date set of Record Drawings.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Storage

1. Store documents and samples in the Contractor's field office or as agreed with the Engineer, apart from documents used for construction.

2. Provide files and racks for storage of documents as required.

3. Provide locked cabinet or secure storage space for storage of samples as required.

B. File documents and samples in accordance with format of these Specifications.

C. Maintenance

1. Maintain documents in a clean, dry, legible condition and in good order.

2. Do not use record documents for construction purposes.

3. Maintain at the site for the Owner/Engineer one copy of all record documents.

D. Make documents and samples available at all times for inspection by Engineer.

E. Failure to maintain the Record Documents in a satisfactory manner may be cause for withholding of a certificate for payment.

1.03 QUALITY ASSURANCE

A. Unless noted otherwise, Record Drawings shall provide dimensions, distances and coordinates to the nearest 0.1 foot.

B. Unless noted otherwise, Record Drawings shall provide elevations to the nearest 0.01 foot for all pertinent items constructed by the Contractor.

1.04 RECORDING

A. Label each document "PROJECT RECORD" in neat, large printed letters.

B. Recording

1. Record information concurrently with construction progress.

2. Do not conceal any work until required information is recorded.

1.05 RECORD DRAWINGS

A. Record Drawings shall be reproducible, shall have a title block indicating that the drawings are Record Drawings, the name of the company preparing the Record Drawings, and the date the Record Drawings were prepared. If drawings are provided in electronic format, they shall be submitted in either AutoCAD 2018, or latest edition, or PDF format. The Contractor will be provided electronic copies of the Drawings, or it may elect to provide reproducible drawings via another method. Reproducible shall be defined as being reproducible so as to allow a paper print to be produced.

B. Legibly mark drawings to record actual construction, including:

1. All Construction

a. Changes of dimension and detail.
b. Changes made by Requests for Information (RFI), field order, clarification memorandums or by change order.
c. Details not on original Drawings.

2. Site Improvements, Including Underground Utilities

   a. Horizontal and vertical locations of all exposed and underground utilities and appurtenances, both new facilities constructed and those utilities encountered, referenced to permanent surface improvements.
   b. Location of and dimensions of roadways and parking areas, providing dimensions to back of curb when present.
   c. The locations shall be referenced to at least two easily identifiable, permanent landmarks (e.g., power poles, valve markers, etc.) or benchmarks.
   d. **Location of all manholes, valves, and storm structures that are adjusted during the project shall be located by GPS equipment to an accuracy of ± 1 foot, or better. The description and location information (state plane coordinates) shall be delivered to the Owner in the form of an electronic spreadsheet (e.g. MS Excel, or equal) to be included in the Owner's GIS database.**

3. Structures

   a. Depths of various elements of manholes in relation to top of manhole to invert.
   b. Location of all influent and effluent lines denoted by size and direction.

1.06 SPECIFICATIONS

A. Legibly mark each section to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment installed.

2. Changes made by Requests for Information (RFI), field order, clarification memorandums, or by change order.

1.07 SUBMITTAL

A. At contract closeout, deliver Record Documents to the Owner.

B. Accompany submittal with transmittal letter, in duplicate, containing:

1. Date

2. Project title and number

3. Contractor's name and address

4. Title and number of each record document

5. Signature of Contractor or Contractor's authorized representative

END OF SECTION

SECTION 01600
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Products.

B. Product delivery requirements.

C. Product storage and handling requirements.

D. Product options.

E. Equipment electrical characteristics and components.

1.2 PRODUCTS

A. At minimum, comply with specified requirements and reference standards.

B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.

C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.

D. Domestic Products: Except where specified otherwise, domestic products are required and interpreted to mean products mined, manufactured, fabricated, or produced in United States or its territories.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products according to manufacturer's instructions.

B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products according to manufacturer's instructions.

B. Store products with seals and labels intact and legible.

C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.

D. For exterior storage of fabricated products, place products on sloped supports aboveground.

E. Provide off-Site storage and protection when Site does not permit on-Site storage or protection.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01630 - Product Substitution Procedures.

PART 2 - PRODUCTS – Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01630
PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Quality assurance.

B. Product options.

C. Product substitution procedures.

1.2 QUALITY ASSURANCE

A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.

B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.

C. Substitution Proposals: Proposals for substitution of products, methods, etc. must be submitted to the Engineer in writing a minimum of 10 working days prior to the submission of bids. Requests for substitutions may only be submitted by licensed contractors that are listed on the Plan Holder list. Do not bid substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

A. See Section 01600 - Product Requirements.

1.4 PRODUCT SUBSTITUTION PROCEDURES

A. Document - Instructions to Bidders specifies time restrictions for submitting requests for substitutions during Bidding period only.

B. Substitutions may be considered after the bid process when a product becomes unavailable through no fault of Contractor.

C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
   1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
   2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
   3. Reference to Article and Paragraph numbers in Specification Section.
   4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.

5. Changes required in other Work.
6. Availability of maintenance service and source of replacement parts as applicable.
7. Certified test data to show compliance with performance characteristics specified.
8. Samples when applicable or requested.
9. Other information as necessary to assist Engineer's evaluation.

D. A request constitutes a representation that Bidder:
1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
2. Will provide same warranty for substitution as for specified product.
3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
6. Will reimburse Owner for review or redesign services by Engineer associated with reapproval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.

F. Substitution Submittal Procedure:
1. Submit requests for substitutions on Bidders standard form of document.
2. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
4. Engineer will notify Contractor in writing of decision to accept or reject request.

1.5 INSTALLER SUBSTITUTION PROCEDURES

A. Document - Instructions to Bidders specifies time restrictions for submitting requests for substitutions during Bidding period.

B. Document each request with:
1. Installer's qualifications.
2. Installer's experience in work similar to that specified.
3. Other information as necessary to assist Engineer's evaluation.

C. Substitution Submittal Procedure:
1. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
2. Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01700
EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures.

B. Project record documents.

C. Maintenance service.

1.2 CLOSEOUT PROCEDURES

A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
   1. Submit maintenance manuals, Project record documents, digital images of construction photographs, and other similar final record data in compliance with this Section.
   2. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
   3. Obtain and submit releases enabling Owner's full, unrestricted use of Project. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
   4. Perform final cleaning according to this Section.

B. Substantial Completion Inspection:
   1. When Contractor considers Work to be substantially complete, submit to Engineer:
      a. Written certificate that Work, or designated portion, is substantially complete.
      b. List of items to be completed or corrected (initial punch list).
   2. Within seven days after receipt of request for Substantial Completion, Engineer will make inspection to determine whether Work or designated portion is substantially complete.
   3. Should Engineer determine that Work is not substantially complete:
      a. Engineer will promptly notify Contractor in writing, stating reasons for its opinion.
      b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer.
      c. Engineer will reinspect Work.
      d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

4. When Engineer finds that Work is substantially complete, Engineer will:
    a. Prepare Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Engineer and Owner (final punch list).
    b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
5. After Work is substantially complete, Contractor shall:
    a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
    b. Complete Work listed for completion or correction within time period stipulated.

C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
1. When Contractor considers Work to be complete, submit written certification that:
    a. Contract Documents have been reviewed.
    b. Work has been examined for compliance with Contract Documents.
    c. Work has been completed according to Contract Documents.
    d. Work is completed and ready for final inspection.
2. Submittals: Submit following:
    a. Final punch list indicating all items have been completed or corrected.
    b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
    c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
    d. Accounting statement for final changes to Contract Sum.
    e. Contractor's affidavit of payment of debts and claims on AIA G706 - Contractor's Affidavit of Payment of Debts and Claims.
    f. Contractor affidavit of release of liens on AIA G706A - Contractor's Affidavit of Release of Liens.
    g. Consent of surety to final payment on AIA G707 - Consent of Surety to Final Payment Form.
3. Perform final cleaning for Contractor-soiled areas according to this Section.

D. Final Completion Inspection:
1. Within seven days after receipt of request for final inspection, Engineer will make inspection to determine whether Work or designated portion is complete.
2. Should Engineer consider Work to be incomplete or defective:
    a. Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
    b. Contractor shall remedy stated deficiencies and send second written request to Engineer that Work is complete.
    c. Engineer will reinspect Work.
    d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

1.3 PROJECT RECORD DOCUMENTS

A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed Shop Drawings, product data, and Samples.
   6. Digital Photos and Videos required by the Contract Documents.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates used.
   3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
   1. Provide GIS survey date based upon State Plane Coordinate System of all improvements including all subsurface structures as required by the Contract Documents.
   2. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
   3. Include locations of concealed elements of the Work.
   4. Identify and locate existing buried or concealed items encountered during Project.
   5. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   6. Field changes of dimension and detail.
   7. Details not on original Drawings.

G. Project Videos: Digital videos of the complete project area and adjacent properties are required to be produced within 72-hours prior to commencing the construction related activities for this project. Videos are to be submitted to the Owner and Engineer prior to beginning any work.

H. Project Photos and Photo Logs: Digital photos are to be taken periodically during the construction of the project. These photos are to have a minimum resolution of 12 megapixels and have a full Time/Date stamp affixed to each photo. Digital photos are to be submitted with the monthly pay request to the Owner and Engineer.

I. Submit marked-up paper copy documents to Engineer with claim for final Application for Payment.

J. Submit PDF electronic files of marked-up documents to Engineer with claim for final Application for Payment.

1.4 MAINTENANCE SERVICE

A. Furnish service and maintenance of components indicated in Specification Sections for one year during warranty period.

B. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/5/2025

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

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

PRODUCER
Yates, LLC
2800 Century Parkway NE
Suite 300
Atlanta GA 30345-

CONTACT NAME:
PHONE (A/C, No, Ext): 404-633-4321 **FAX (A/C, No):** 404-633-1312
E-MAIL ADDRESS: certs@yatesins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BITCO General Insurance Corporation	20095
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED EASTCO01-C
East Coast Grading, Inc.
PO Box 579
Rutledge GA 30663

COVERAGES **CERTIFICATE NUMBER:** 1430898917 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CLP3763364	10/2/2025	10/2/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAP3763369	10/2/2025	10/2/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			CUP3763366	10/2/2025	10/2/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC3763363	10/4/2025	10/4/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 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, Automobile Liability and Umbrella Liability; Blanket Primary and Non-Contributory in regard to General Liability, Automobile Liability and Umbrella Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability, Workers Compensation and Umbrella Liability; Per Project Aggregate applies to the General Liability. 30 Day Notice of Cancellation is afforded on the General Liability, Auto Liability, Workers Compensation and Umbrella Liability.

See Attached...

CERTIFICATE HOLDER

FOR INFORMATION ONLY

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

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AGENCY CUSTOMER ID: EASTCO01-C

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Yates, LLC	NAMED INSURED East Coast Grading, Inc. PO Box 579 Rutledge GA 30663
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 1019 - Transportation Contractors Extended Liability Coverage
AP0401 1017 - Broadened Coverage – Automobile
CUP-D 0001 0416 - Schedule of Underlying Insurance
CUP0005 0119 – Commercial Umbrella Liability
CUP0316 0111 – Changes – Other Insurance – Additional Insureds
CUP0313 0107 – Blanket Waiver of Transfer of Rights of Recovery Against Others to Us
WC000313 0484 - Waiver of Our Right to Recover From Others Endorsement

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an [X] in the box next to the caption of such provision.

A. [X] Partnership and Joint Venture Extension

B. [X] Contractors Automatic Additional Insured Coverage – Ongoing Operations

C. [X] Automatic Waiver of Subrogation

D. [X] Extended Notice of Cancellation, Nonrenewal

E. [X] Unintentional Failure to Disclose Hazards

F. [X] Broadened Mobile Equipment

G. [X] Personal and Advertising Injury - Contractual Coverage

H. [X] Nonemployment Discrimination

I. [X] Liquor Liability

J. [X] Broadened Conditions

K. [X] Automatic Additional Insureds – Equipment Leases

L. [X] Suits Against Dredges and Barges

M. [X] Insured Contract Extension - Railroad Property and Construction Contracts

N. [X] Construction Project General Aggregate Limits

O. [X] Fellow Employee Coverage

P. [X] Property Damage Liability - Elevators

Q. [X] Care, Custody or Control

R. [X] Electronic Data Liability Coverage

S. [X] Consolidated Insurance Program Residual Liability Coverage

T. [X] Automatic Additional Insureds – Managers or Lessors of Premises

U. [X] Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations

V. [X] Contractors Automatic Additional Insured Coverage – Completed Operations

W. [X] Additional Insured – Engineers, Architects or Surveyors

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED** :

The last full paragraph which reads as follows:

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.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item **8.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.

a. 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 those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS** , is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

a. If we choose to nonrenew this policy, 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.

b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS , is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2. Exclusions** of **SECTION I, COVERAGE B** , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured.

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A** , is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and

(2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** :

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a., 2.b., and 2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

3. "Property damage" to:

a. Property owned, used or occupied by or rented to the additional insured; or

b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. SUITS AGAINST DREDGES AND BARGES

We agree that any "suit" in rem against any dredge or barge owned, operated by or for you, and used in your operations, shall in all respects be treated in the same manner as though the "suit" were against you.

This coverage is excess over and above any specific insurance on any dredge or barge owned, operated by or for you, and used in your operations.

M. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item **9.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following.

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE** .

A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

O. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED** , is deleted and replaced with the following:

2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

1. **Exclusions 2.j.(3)** and **2.j.(4)** of **SECTION I, COVERAGE A** , do not apply to the use of elevators.

2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

Q. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of $25,000 per occurrence, subject to the following terms and conditions;

(a) The most that we will pay under this provision as an annual aggregate is $100,000, regardless of the number of occurrences.

(b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.

(c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.

(d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

(e) $2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

R. ELECTRONIC DATA LIABILITY COVERAGE

A. Exclusion **2.p.** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** is replaced by the following:

2. Exclusions

This insurance does not apply to:

. **p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability**

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph **2. EXCLUSIONS** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following definition is added to **Section V – DEFINITIONS** :

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

S. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or 'personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

T. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

U. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

V. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

W. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, 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 insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - AUTOMOBILES

The following modifies insurance provided under:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

1 - Broad Form Named Insured
2 - Automatic Waiver of Subrogation
3 - Automatic Additional Insured
4 - Primary and Noncontributory - Other Insurance Condition
5 - Unintentional Failure to Disclose Hazards
6 - Extended Notice of Cancellation, Non-Renewal
7 - When We Do Not Renew
8 - Notice of Knowledge of Accident or Loss
9 - Employees as Insured
10 - Employee Hired Autos
11 - Bodily Injury Extension
12 - Hired Auto Physical Damage
13 - Enhanced Supplementary Payments
14 - Fellow Employee Coverage for Designated Positions
15 - Physical Damage – Transportation Expenses
16 - Rental Reimbursement Coverage
17 - Loan/Lease Gap Coverage
18 - Accidental Air Bag Discharge Coverage
19 - Glass Repair – Waiver of Deductible

1. BROAD FORM NAMED INSURED

SECTION II. A. 1. -WHO IS AN INSURED - Paragraph **d.** is added:

d. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

2. AUTOMATIC WAIVER OF SUBROGATION

Section IV – Business Auto Conditions, **Paragraph A.5., Transfer of Rights of Recovery Against Others to Us**, is deleted and replaced with the following:

a. 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 those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

3. AUTOMATIC ADDITIONAL INSURED

SECTION II – WHO IS AN INSURED, Paragraph A.1, is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

4. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

5. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

6. EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL

The **COMMON POLICY CONDITIONS** , Item **A.2.b.** is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

7. WHEN WE DO NOT RENEW

SECTION IV – BUSINESS AUTO CONDITIONS , is amended to add Item **B.9.**:

a. If we choose to nonrenew this policy, 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.

b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one-time sixty-day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

8. NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS , Item **A.2.a.** is deleted and replaced with the following:

2. Duties in the Event of Accident, Claim Suit or Loss:

a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. 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.

9. EMPLOYEES AS INSURED

The following is added to the **Section II - Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

10. EMPLOYEE HIRED AUTOS

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **5.f.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your 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".

11. BODILY INJURY EXTENSION

SECTION V - DEFINITIONS , Paragraph **C.** is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

12. HIRED AUTO PHYSICAL DAMAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **c.** is added:

c. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:

(1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:

(a) The any one "Accident" or "Loss" amount of $100,000;

(b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in c.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph c.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

13. ENHANCED SUPPLEMENTARY PAYMENTS

SECTION II.A.2.a. COVERAGE EXTENSIONS, Supplementary Payments **(2)** and **(4)** are replaced by the following:

(2) Up to $2,500 for the cost of bail bonds (including bonds for related traffic laws 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 $350 a day because of time off from work.

14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The **Fellow Employee Exclusion contained in Section II.B.5.** does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

SECTION III.A.4.a. Transportation Expenses is replaced by the following:

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

(1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lessor of:

(a) The any one "Accident" or "Loss" amount of $100,000;

(b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

16. RENTAL REIMBURSEMENT COVERAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **d.** is added.

d. If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto"; or,

(b) 30 days.

(c) Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred; or

(2) $50 per day.

17. LOAN/LEASE GAP COVERAGE

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed $2,500 for any one vehicle or $25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

18. ACCIDENTAL AIR BAG DISCHARGE COVERAGE

SECTION III.B.3.a - Exclusions . This exclusion does not apply to the accidental discharge of an air bag.

19. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III.D - Deductible is replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. The deductible does not apply to glass damage if the glass is repaired rather than replaced.

COMMERCIAL UMBRELLA POLICY DECLARATIONS

BITCO GENERAL INSURANCE CORPORATION
A CAPITAL STOCK INSURANCE COMPANY - 3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. CUP 3 763 366 B **Renewal of No.** NEW

NAMED INSURED AND MAILING ADDRESS
EAST COAST GRADING, INC.
SEE GOX2278
P.O. BOX 579
RUTLEDGE GA 30663

POLICY PERIOD: From 10-02-25 to 10-02-26 12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS:

[ ] Individual [ ] Partnership [ ] Limited Liability Company [ ] Joint Venture [X] Organization (Other than Partnership Limited Liability Company or Joint Venture)

Business Description: _____

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMIT OF INSURANCE:

Policy Aggregate Limit $5,000,000
Self-Insured Retention $10,000 Each Occurrence or Offense not Covered by Underlying Insurance

SCHEDULE OF UNDERLYING INSURANCE:

TYPE OF INSURANCE	AUTOMOBILE LIABILITY	GENERAL LIABILITY	EMPLOYERS LIABILITY
Company	BITCO GENERAL INS	BITCO GENERAL INS	BITCO GENERAL INS
Policy No.:	CAP 3 763 369 B	CLP 3 763 364 B	WC 3 763 363
Policy Period:	From: 10/02/2025 To: 10/02/2026	From: 10/02/2025 To: 10/02/2026	From: 10/02/2025 To: 10/02/2026
Limits of Liability	Each Accident $1,000,000	General Aggregate $2,000,000 Products/Comp. Oper. Aggregate $2,000,000 Personal and Advertising Injury $1,000,000 Each Occurrence $1,000,000	Bodily Injury Each Accident $1,000,000 Bodily Injury By Disease Pol. Limit $1,000,000 Bodily Injury By Disease Each Emp. $1,000,000

THE TOTAL ADVANCE PREMIUM IS: $135,290.00

[X] Premium is a Flat Premium Charge.

[ ] Premium Adjustable: At Rate of _____ per _____ of _____ or

[ ] _____ % of liability premium for underlying policies: _____

[X] Subject to Minimum Premium of $135,290

ENDORSEMENTS ATTACHED TO THIS POLICY:
See Schedule of Forms and Endorsements

Countersigned _____ By _____
Date (Authorized Representative)

Insured's Copy

COMMERCIAL UMBRELLA LIABILITY POLICY

PLEASE READ THIS POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

The words "you" and "your" in this policy refer to the Named Insured in the Declarations. The words "we," "us" and "our" refer to the company providing this insurance.

The word "insured" refers to any person or organization qualifying as such under - SECTION III - WHO IS INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI - DEFINITIONS.

SECTION I - COVERAGES

In consideration of the payment of premium and subject to the Limit of Insurance shown in the Declarations page, and all the exclusions, terms and conditions of this policy, we agree with you as follows:

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. INSURING AGREEMENT

a. We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” because of “bodily injury” or “property damage” caused by an “occurrence” which takes place during the policy period and in the “coverage territory.” No other obligation or liability to pay or perform acts or services is covered unless explicitly provided for under SECTION II - DEFENSE AND SUPPLEMENTARY PAYMENTS - COVERAGES A and B.

b. This insurance applies to “bodily injury” and “property damage” only if prior to the policy period, no insured listed under Paragraph 1. of SECTION III – WHO IS AN INSURED and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period.

c. “Bodily injury” or “property damage” which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of SECTION III – WHO IS AN INSURED or any “employee” authorized by you to give or receive notice of an “occurrence” or claim, includes any continuation, change or resumption of that “bodily injury” or “property damage” after the end of the policy period.

d. “Bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of SECTION III – WHO IS AN INSURED or any “employee” authorized by you to give or receive notice of an “occurrence” or claim:

(1) Reports all, or any part, of the “bodily injury” or “property damage” to us or any other insurer; or

(2) Receives a written or verbal demand or claim for damages because of the “bodily injury” or “property damage”; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. EXCLUSIONS

This insurance does not apply to:

a. "Bodily injury" or "property damage" either expected or intended from the standpoint of any insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. "Bodily injury" or "property damage" arising out of or alleged to have arisen out of the manufacture, production, use, installation, removal, encapsulation, enclosing or disposal of asbestos or any materials containing asbestos.

c. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract," reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage," provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

d. Liability imposed on the insured or an "underlying insurer" under any of the following:

(1) Any uninsured motorists, underinsured motorists, first party "bodily injury" or "property damage" or any automobile no-fault law or any similar law;

(2) Any workers compensation, disability benefits or unemployment compensation law or any similar law;

(3) The Employee Retirement Income Security Act of 1974 as now or hereafter amended; or

(4) Arising out of the administration of any employee benefit plan.

e. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned, operated by, rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion does not apply to the extent that you are obligated to pay by reason of the assumption of liability in an "insured contract." Aircraft includes any "unmanned aircraft."

This paragraph applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or "unmanned aircraft" that is owned or operated by or rented or loaned to any insured.

f. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned, operated by, rented or loaned to any insured. Use includes operation and "loading and unloading."

This exclusion does not apply if insurance for such "bodily injury" or "property damage" is provided by "underlying insurance"; however, coverage for such "bodily injury" or "property damage" is subject to the same exclusions and limitations as are applicable in the "underlying insurance."

Exclusion f. applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

g. "Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

h. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property,"

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

i. "Property damage" to:

(1) Property:

(a) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or

(b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a covered "auto".

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations;

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

(7) Aircraft or watercraft rented, loaned or chartered to, used by, or in the care, custody or control of any insured;

(8) "Your product" arising out of it or any part of it;

(9) "Your work" arising out of it or any part of it and included in the "Products-Completed Operations Hazard." This does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor;

(10) "Impaired property" or property that has not been physically injured, arising out of:

(a) A defect, deficiency, inadequate or dangerous condition in "your product" or "your work"; or

(b) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

Paragraph (2) of exclusion i. does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraph (1)(b), (3), (4), (5) and (6) of exclusion i. do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of exclusion i. does not apply to "property damage" included in the "Products-Completed Operations Hazard."

Paragraph (10) of exclusion i. does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

j. "Bodily injury" to:

(1) An "employee," "executive officer," or director of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business: or

(2) The spouse, child, parent, brother or sister of that "employee," "executive officer," or director as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a covered "auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

k. (1) To "bodily injury" or "property damage":

(a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is or, had this policy not been issued, would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(2) To "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:

(a) The "nuclear material" (i) is at any "nuclear facility" owned by, operated by or on behalf of an insured or (ii) has been discharged or dispersed therefrom.

(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(c) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this policy:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "by-product material."

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

l. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

m. "Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

n. "Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

(2) The spouse, child, parent, brother or sister of any person included in paragraph 1. above, as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1) (a), (b) or (c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (1) (a), (b) or (c) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

o. "Bodily injury" or "property damage" arising out of or alleged to have arisen out of the ownership, maintenance, use, entrustment to others, sponsorship or affiliation with any "racing vehicle."

As used in this exclusion, the term "racing vehicle" means: any self-propelled vehicle which is designed for or used at any time in racing activities, whether against other similar vehicles in formal or informal competitions, or in demonstration activities, whether on public roads or highways or off public roads or highways. "Racing vehicle" includes, but is not limited to any: dragster, funny car, hot rod, Indy car, stock car, midget car, or any similar self-propelled vehicle.

p. "Bodily injury" or "property damage" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

(1) Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and

(2) Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

Professional services include:

(1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

(2) Supervisory or inspection activities performed as part of any related architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

q. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or

Any loss, cost or expense arising out of any;

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) "Claim" or "Suit" on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminants including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. INSURING AGREEMENT

a. We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” because of “personal and advertising injury” to which this insurance applies. No other obligation or liability to pay or to perform acts or services is covered unless explicitly provided for under SECTION II - DEFENSE AND SUPPLEMENTARY PAYMENTS - COVERAGE A AND B.

b. This insurance applies to “personal and advertising injury” only if caused by an “offense”:

(1) Committed in the “coverage territory” during the policy period; and

(2) Arising out of your business.

2. EXCLUSIONS

This insurance does not apply to:

a. “Personal and advertising injury”:

(1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

(2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

(3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

(4) Arising out of a criminal act committed by or at the direction of any insured.

(5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

(6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

(7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

(8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

(9) Committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting.

(b) Designing or determining content of websites for others; or

(c) An internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 16.a., b., c. and f. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(10) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

(11) Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(12) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(13) (a) To a person arising out of any:

(i) Refusal to employ that person;

(ii) Termination of that person's employment; or

(iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

(b) To the spouse, child, parent, brother or sister of any person included in paragraph (a) above, as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in paragraphs (a) (i), (ii) or (iii) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (a) (i), (ii) or (iii) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(14) Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

(15) However caused, arising, directly or indirectly, out of :

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(16) Arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

(a) Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and

(b) Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

Professional services include:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

(b) Supervisory or inspection activities performed as part of any related architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

(17) Arising out of or alleged to have arisen out of the manufacture, production, use, installation, removal, encapsulation, enclosing or disposal of asbestos or any materials containing asbestos.

(18) Arising out of the ownership, maintenance, use, or entrustment to others of any aircraft that is an "unmanned aircraft." Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft."

(19) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" any time; or

Any loss, cost, or expense arising out of any;

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants;" or

(b) "Claim" or "Suit" on behalf of a government authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminants including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

SECTION II - DEFENSE AND SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We have the right to defend any “claim” or “suit” against the insured seeking damages to which this insurance applies, but:

1. The amount we will pay for “ultimate net loss” is limited as described in SECTION IV - LIMIT OF INSURANCE;

2. At our discretion, we may investigate any “occurrence” or “offense” and settle any “claim” or “suit” that may result;

3. We will have no duty to defend any “claim” or “suit” that any other insurer has a duty to defend. If no other insurer defends, we may undertake to do so, but we will be entitled to the insureds rights against all other insurers.

4. We have a duty to defend any “claims” or “suits” which are covered by this policy, but not covered by any “underlying insurance.” We also have the duty to defend such “claims” or “suits” if the applicable limit of “underlying insurance” is used up; but both our right and duty to defend any existing or future “suits” end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

When we have the duty to defend, we will pay for:

a. All expenses we incur.

b. Up to $250 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this policy applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit," including actual loss of earnings up to $250 a day because of time off from work.

e. All costs taxed against the insured in any "suit" we defend.

f. Prejudgment interest awarded against the insured on that part of any judgment covered under this policy. If we offer the applicable limit of insurance in settlement of a "claim" or "suit," we will not pay for any prejudgment interest imposed or earned after the date of such offer.

g. All interest earned on that part of any judgment within the limit of insurance after entry of judgment and before we have paid, offered to pay, or deposited in court that part of any judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or "offense" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit."

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.c.(2.) of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES), such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our Obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION III - WHO IS INSURED

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "personal 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), or to a co-"employee" while that co-"employee" is either 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 unless such "employee" or "volunteer worker" is insured under any policy of "underlying insurance." The coverage afforded such insureds under this policy will be no broader than the "underlying insurance" except for the policy's limit of insurance;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of (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.

(2) "Property damage" to property:

(a) Owned, occupied or used by, or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by, or loaned to

you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to their duties as such. That representative will have all your rights and duties under this policy.

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 only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(b) Coverage is applicable only in excess of the limits of "underlying insurance" as shown in the Declarations Page, and you must add such organization to your "underlying insurance" as soon as practicable, advising us of such additions. We may then make adjustment of premium charges as called for in Condition 9. Maintenance of Underlying Insurance;

(c) Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(d) Coverage does not apply to "personal and advertising injury" arising out of an "offense" committed before you acquired or formed the organization.

4. Any person or organization not described in Paragraphs 2.a., 2.b., 2.c., 2.d. or 3 above which qualifies as an insured in any "underlying insurance." However, that person or organization is an insured only for damages:

(a) Which are covered by this insurance; and

(b) Which are covered by the "underlying insurance" or would be covered had its applicable limit of insurance not been used up.

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.

SECTION IV - LIMIT OF INSURANCE

1. The limit of insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

   a. insureds;

   b. "Claims" made or "suits" brought;

   c. Persons or organizations making "claims" or bringing "suits"; or

   d. Coverages provided under this policy.

2. The policy aggregate limit is the most we will pay for:

   a. All "ultimate net loss" under Coverage A and Coverage B, except "ultimate net loss" because of injury or damage arising from the automobile hazard. However, the policy aggregate will apply separately to:

      (1) Each "underlying insurance" policy which has an aggregate limit or a policy limit; and

      (2) The general aggregate and the products/completed operations aggregate in your underlying general liability insurance policy.

   b. Each "occurrence" with regard to "ultimate net loss" because of injury or damage arising from the "automobile hazard."

3. If the limit of insurance is paid prior to this policy's termination date for losses other than losses arising from the "automobile hazard," this policy's premium is fully earned.

4. The limit of insurance applies separately to each consecutive annual period, and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limit of insurance.

SECTION V - CONDITIONS

1. APPEALS

In the event the insured or any "underlying insurer" elects not to appeal a judgment in excess of the "retained limit," we may elect to do so. We shall be liable, in addition to the limit of insurance, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal and for all such costs, expenses and interest on appeals in connection with our right and duty to defend the insured under SECTION II - DEFENSE AND SUPPLEMENTARY PAYMENTS.

2. BANKRUPTCY

Bankruptcy, insolvency, or receivership of the insured, the insured's estate or of any "underlying insurer" will not relieve us of our obligations under this policy, but with regard to bankruptcy, insolvency, or receivership of any "underlying insurer" this policy shall not apply as a replacement of such bankrupt or insolvent insurer and our limits of insurance will apply only in excess of the required limit(s) of insurance in the schedule of "underlying insurance" made a part of the declarations of this policy.

3. CANCELLATION

a. The first Named Insured shown in the Declarations may cancel this policy by delivering it to us or any of our authorized agents or by sending us written notice stating when the future cancellation will take effect. Cancellation will become effective the date of delivery of the policy to us or the date requested by the first Named Insured.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) Ten (10) days before the effective date of cancellation if we cancel because of:

(a) Nonpayment of premium whether payable directly to us or payable to our agents or others under any installment payment plan, premium finance plan, extension of credit or other payment plan;

(b) Any bankruptcy or debtor relief proceeding brought by or against you; or

(2) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first "Named Insured's" last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered any refund of unearned premium.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy. We shall not be bound by any assignment of interest by an insured unless our consent to such assignment is endorsed onto this policy.

5. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

a. You must see to it that we or our authorized representative are notified as soon as practicable of an "occurrence" which may result in a "claim" under Coverage A, or an "offense" which may result in a "claim" under Coverage B of this policy. 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 or witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or "offense."

Notice of an "occurrence" or an "offense" is not notice of a "claim."

b. If a "claim" is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the "claim" or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

6. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

7. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

a. Are safe or healthful, or

b. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

8. LEGAL ACTION AGAINST US

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us under this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

9. MAINTENANCE OF UNDERLYING INSURANCE

You must keep the "underlying insurance" described in the Schedule of Underlying Insurance on the Declarations Page of this policy, or renewal or replacement policies not more restrictive in their terms and conditions, in full force and effect during the policy period of this policy.

The limits of insurance must be maintained without reduction other than by payment of losses. You must also inform us within 30 days of any cancellation of any policy of "underlying insurance," or replacement of any policy of "underlying insurance" by the "underlying insurer" or any other insurer.

Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable under this policy only to the extent that we would have been liable had you complied with these obligations.

You must notify us immediately of any changes in the terms of any "underlying insurance" policies. We may make adjustment of premium charges under this policy from the effective date of such changes to the terms of any "underlying insurance" policies.

10. OTHER INSURANCE

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or on any other basis, except other insurance written specifically to be excess over this insurance. The other insurance will be deemed valid and collectible regardless of any defense asserted by any other insurer because of the insured's failure to comply with the terms of that other insurance.

We will pay only our share of any amount of "ultimate net loss," if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under this or any other insurance.

11. PREMIUM AUDIT

a. We will compute all premiums for this policy in accordance with our rules and rates.

b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured, but not if such audit premium is less than the minimum premium shown in the Declarations.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

12. PREMIUMS

The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

13. REPRESENTATIONS

By accepting this policy, you agree:

a. The information shown on the Declarations Page is accurate and complete;

b. The information is based upon representations you made to us in your application(s) for this policy; and

c. We have issued this policy in reliance upon your representation.

14. SEPARATION OF INSUREDS

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies.

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom "claim" is made or “suit” is brought.

15. SOLE AGENT

The Named Insured first shown on the Declarations Page is authorized to act on behalf of all insureds with respect to giving or receiving notice of cancellation, receiving refunds and agreeing to any changes in this policy.

16. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the insured has rights to recover all or part of any payment we have made under this policy, 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.

Any recoveries shall be applied first to reimburse any interests (including the insured's) that may have paid any amounts in excess of our liability under this policy; then to reimburse “us” for any payment hereunder; and lastly to reimburse such interests (including the insured's) as to which this policy is excess, as are entitled to the remainder, if any.

When we assist in pursuit of the insured's rights of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

If there should be no recovery as a result of proceedings instituted solely at our request, we shall bear all expenses of such proceedings.

17. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

18. TITLES OF PARAGRAPHS

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy, are inserted solely for convenience or reference and are not to be deemed in any way to affect the provisions to which they refer.

19. WHEN WE DO NOT RENEW

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

20. WHEN LOSS PAYABLE

Our liability for "ultimate net loss" shall not apply until the insured or any "underlying insurer" shall be obligated to pay the "retained limit." When "ultimate net loss" has been determined, the insured may make "claim" for payment under this policy as soon as practicable thereafter. Such insured's obligation to pay any amount of "ultimate net loss" shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and us.

SECTION VI - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   a. Notices that are published include material placed on the internet or on similar electronic means of communication; and

   b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment."

3. "Automobile hazard" means liability arising out of the ownership, use, loading or unloading of any "auto."

4. "Bodily injury" means bodily injury, sickness or disease to a person and, if arising out of the foregoing, shock, humiliation, disability, mental anguish or mental injury, including care, loss of services or death resulting from any of these.

5. "Claim" means any demand upon the insured including the service of "suit" papers or arbitration proceedings against the insured for damages or services alleging liability of the insured as the result of an "occurrence" or "offense" which may or may not be covered by this policy. "Claim" does not include reports of accidents, or "occurrences," or any acts, errors, "offenses" or omissions which may give rise to a "claim."

6. "Coverage territory" means anywhere in the world if the insured's responsibility to pay damages is determined in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada or in a settlement we agree to.

7. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

9. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:

   a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

   b. Your fulfilling the terms of the contract or agreement.

10. "Insured contract" means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

    b. A sidetrack agreement;

    c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad.

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the 'Insured," if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage," an accident, including continuous or repeated exposure to substantially the same general harmful conditions; or,

b. With respect to "employees" of the Named Insured, "bodily injury" caused by accident or disease.

15. "Offense" means any of the "offenses" included in the definition of "personal and advertising injury."

16. "Personal and advertising injury" means injury, including consequential "bodily injury," arising out of one or more of the following "offenses":

a) False arrest, detention or imprisonment;

b) Malicious prosecution;

c) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord or lessor;

d) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e) Oral or written publication of material that violates a person's right of privacy; or

f) Discrimination because of race, religion, age, sex or physical disability except:

1) Discrimination suffered or allegedly suffered by “employees,” former “employees,” or applicants for employment of an insured;

2) Discrimination committed by or at the direction of the insured; or

3) If insurance for discrimination is prohibited by law.

g) Misappropriation of advertising ideas or style of doing business in your "advertisements;" or

h) Infringement of copyright, title or slogan in your "advertisements."

17. “Products-completed operations hazard”:

a. Includes all “bodily injury” and “property damage” occurring away from premises you own or rent and arising out of “your product” or “your work” except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned.

b. However, “your work” will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that particular part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

c. The hazard does not include “bodily injury” or “property damage” arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the “loading or unloading” of that vehicle by any insured.

(2) The existence of tools, uninstalled equipment or abandoned or unused material.

18. “Property damage” means”

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. "Retained limit" means the greater of:

    a. That amount of "underlying insurance" applicable to any "claim" or "suit," whether such "underlying insurance" is collectable or not; or

    b. The amount of "self-insured retention" as shown in the Declarations of this policy.

20. "Self-insured retention" means the dollar amount specified in the Declarations.

21. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Ultimate net loss" means the total amount of damages for which the insured is legally liable in payment of "bodily injury," "property damage" or "personal and advertising injury." "Ultimate net loss" may be established by adjudication, arbitration, or a compromise settlement to which we have previously agreed in writing. "Ultimate net loss" shall be reduced by any recoveries or salvages which have been paid or will be collected, but the amount of "ultimate net loss" shall not include any expenses incurred by any insured, by us or by any "underlying insurer."

24. "Underlying insurance" means the coverage(s) afforded under insurance policies designated in the schedule of "underlying insurance" on the Declarations Page of this policy. "Underlying insurance" also includes any policies issued to renew or replace these policies during the policy period of this insurance , but only if such other insurance provides:

    a. At least the same limits of liability insurance; and

    b. At least the same liability coverage(s);

    as are provided in the renewed or replaced policies.

    If the limit of a coverage available under a policy designated in the schedule of "underlying insurance" on the Declarations Page of this policy is less than the limit shown in such schedule, then such coverage is not included in the definition of "underlying insurance."

    The policies and limits stated in the Declarations for "underlying insurance," and any renewals or replacements thereof, apply whether or not such is collectible.

25. "Underlying insurer" means any company issuing any policy of "underlying insurance."

26. "Unmanned aircraft" means an aircraft that is not:

    a. Designed;

    b. Manufactured; or

    c. Modified after manufacture;

    to be controlled directly by a person from within or on the aircraft.

27. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

28. "Your product" means:

    a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

        (1) You;

        (2) Others trading under your name; or

        (3) A person or organization whose business or assets you have acquired; and

    b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    "Your product" includes:

    a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

    b. The providing of or failure to provide warnings or instructions.

    "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

29. "Your work" means:

    a. Work or operations performed by you or on your behalf; and

    b. Materials, parts or equipment furnished in connection with such work or operations.

    "Your work" includes:

    a. Warranties or representation s made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

    b. The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – OTHER INSURANCE – ADDITIONAL INSUREDS

Item **10. Other Insurance** under **SECTION V – CONDITIONS** , is deleted and replaced with the following:

10. OTHER INSURANCE

a. This insurance is excess over any other valid and collectable insurance available whether primary, excess, contingent or on any other basis. The other insurance will be deemed valid and collectible regardless of any defense asserted by any insurer because of the insured's failure to comply with the terms of that other insurance.

This condition will not apply to make this coverage excess to:

1. Other insurance written specifically to be excess over this insurance; or

2. Other valid and collectable insurance available to any person or organization who qualifies as an insured pursuant to paragraph 4 of **SECTION III – WHO IS AN INSURED** of this policy, but only if:

(a) That insured is an additional insured on the "underlying insurance" (such insured shall also be considered an additional insured for this policy); and

(b) The said additional insured is a Named Insured in the Declarations under such other valid and collectable insurance; and

(c) You have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. If this insurance is deemed to be primary on this basis, we agree to not seek contribution from such other insurance available to an additional insured only if you have agreed to the same in that written contract or written agreement.

b. When this insurance is excess over other insurance we will pay only our share of any amount of "ultimate net loss," if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

2. The total of all deductible and self insured amounts under this or any other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The **Transfer of Rights of Recovery Against Others to Us** Condition 16. of **SECTION V** is amended by the addition of the following:

If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

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

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS IF YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED TO A WAIVER OF SUBROGATION IN A WRITTEN CONTRACT OR AGREEMENT SIGNED BY YOU AND ALL OTHER PARTIES TO THAT WRITTEN CONTRACT OR AGREEMENT PRIOR TO ANY LOSS FOR WHICH A WAIVER IS REQUIRED.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

Copyright 1983 National Council on Compensation Insurance

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

January 6, 2026

CERTIFICATE OF QUALIFICATION
Vendor ID: 2EA607

East Coast Grading, Inc
1111 Commerce Drive
Madison, GA 30650

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued: "***Special provisions of this certificate provides that there will be "No competing bids with Middle Georgia Asphalt Services and Middle Georgia Milling, LLC due to common ownership."***

MAXIMUM CAPACITY RATING:	**$56,600,000.00**
CERTIFICATE EXPIRES:	**November 30, 2027**
PRIMARY WORK CLASS/CODE:	**400**
SECONDARY WORK CLASS(ES)/CODE(S):	**301, 310, 310A, 400A, 432A, 441 and 800A**

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.

A Prequalified Contractor may request an extension of its current prequalification **prior** to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on 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,

Patrick Allen, P.E.
Chairman, Prequalification Committee/Contractors

PA:TKA

City of Madison

132 North Main Street | Madison, GA 30650
Phone: (706) 342-1251 www.madisonga.com

BUSINESS LICENSE

License #: BL26-0747
Expiration Date: 12/31/2026
Name of Business: East Coast Grading, Inc.
Location Address: 1111 COMMERCE DR

This license must be displayed in plain view at the business premises.
This license is not transferrable.

East Coast Grading, Inc.
1111 COMMERCE DR
MADISON, GA 30650-4947

Deborah Gelbart
City Clerk

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

East Coast Grading, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 579

Requester's name and address (optional)

6 City, state, and ZIP code

Rutledge, GA 30663

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-		-				

or

Employer identification number

5	6	-	2	5	0	1	5	2	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person [signature] Date 1/4/2024

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

City of Stockbridge

AGENDA ITEM

MEETING DATE

August 25, 2026

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

FUNDING SOURCE

☐	GENERAL FUND
☐	FUND BALANCE
☐	SPLOST
☑	TSPLOST
☐	CDBG GRANT
☐	GRANT FUNDING
☐	TRAFFIC CAMERA FUNDING
☐	PARTNER/SPONSOR
☐	DEPARTMENT FUND BALANCE
☐	BOND

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works

ITEM/PROJECT/EVENT:

Council Consideration to award ITB (Invitation to Bid) ITB NO: 2026-0012 for the Country Club Drive intersection improvement to East Coast Grading, Inc.

BACKGROUND INFORMATION:

The City of Stockbridge, Procurement Department solicited bids from qualified contractors for the Country Club Drive intersection improvements. Upon completion of the review and evaluation, Falcon Design, LLC and City Staff deemed East Coast Grading, Inc. to be the lowest and deemed the vendor to be responsible based on the factors outlined in the specs of the Invitation to Bid (ITB).Funding Source: TSPLOST I account number 335-42500-54108 in the amount of $1,078,086.67.

SIGNATURES:

eSigned via GovOS.com Shawn Edmondson

CITY MANAGER eSigned via GovOS.com Frank S. Milazi

CITY TREASURER eSigned via GovOS.com Quinton Washington

CITY ATTORNEY _____

☑ FINANCIAL IMPACT ☐ N/A

AMOUNT:

$1,078,086.67

ATTACHMENTS: ☑

ITEM/PROJECT/EVENT:

This project includes but is not limited to the traffic control, milling and paving asphalt, striping, concrete curb and gutter, concrete sidewalk and the installation of a complete traffic signal in accordance with the Contract Documents for the City of Stockbridge's "Country Club Drive/Patrick Henry PKWY intersection improvements.

STAFF RECOMMENDATION:

Public Works staff recommends approval.

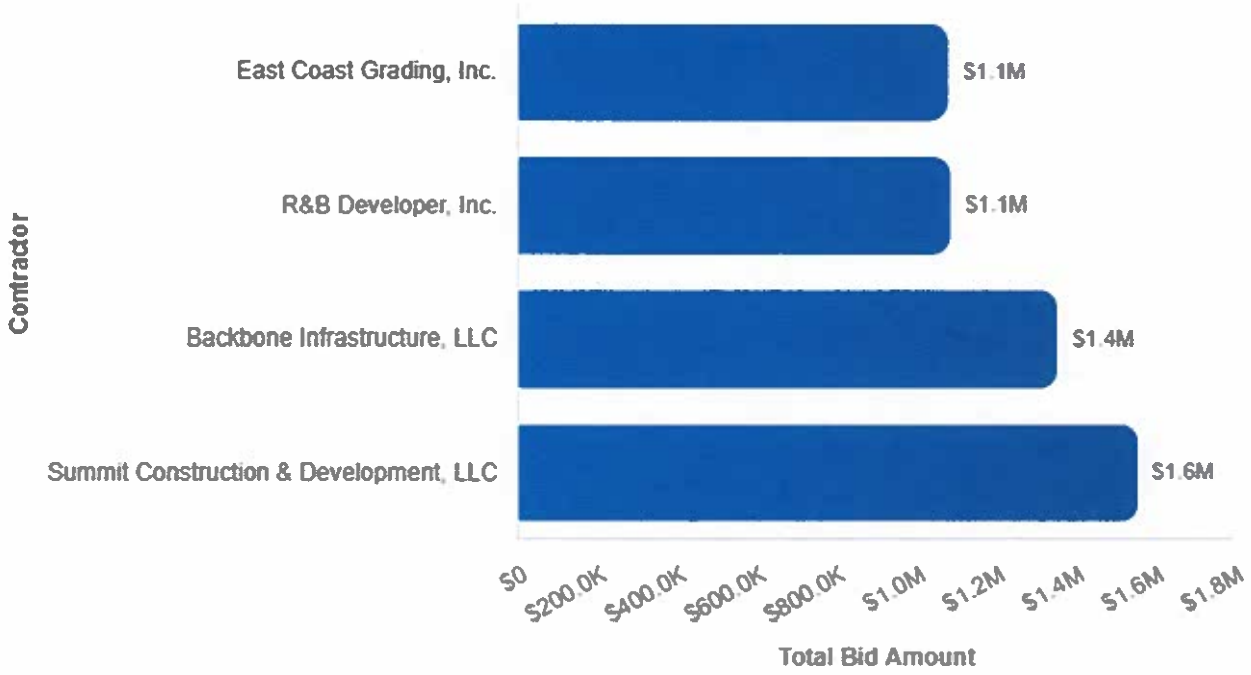
eSigned via GovOS.com

Decius T. Aaron

COUNTRY CLUB DRIVE BIDS

Rank	Contractor	Bid Amount	Variance (Dollars)	Variance Percentage
1	East Coast Grading, Inc.	$1,078,086.67	$0.00	Baseline
2	R & B Developers, Inc.	$1,083,519.00	+$5,432.33	+0.50%
3	Backbone Infrastructure, LLC	$1,352,498.00	+$274,411.33	+25.45%
4	Summit Construction & Development, LLC	$1,555,862.23	+$477,775.56	+44.32%

Country Club Drive Intersection Bids ($)



East Coast Grading, Inc. submitted the lowest bid for the Country Club Drive intersection improvements project at **$1,078,086.67**. This proposal edges out the second-lowest bidder by a narrow margin of just **$5,432.33**, while the overall average across all four submittals sits at **$1,267,491.48**.

FALCON DESIGN

*ENGINEERING * LAND PLANNING * SURVEYING *
*CONSTRUCTION MANAGEMENT * LANDSCAPE ARCHITECTURE*
WWW.FDC-LLC.COM

August 19, 2026

Mr. Jeremy Andrews
Procurement Manager – Stockbridge
4640 North Henry Boulevard
Stockbridge, GA 30281

RE: Country Club Drive & Patrick Henry Parkway
Intersection Improvements
ITB No. 2026-0012
Recommendation of Contract Award
East Coast Grading, Inc.

Mr. Andrews,

Bids were received at the City of Stockbridge's website, via Bonfire and opened and read aloud at City Hall for the referenced project on August 12, 2026 at 2:00 PM. The City received four bids for this project. The low responsive bidder of the bids received was:

East Coast Grading, Inc.
1111 Commerce Drive
Madison, Georgia 30650
Office Phone: (770) 266-0505
GDOT Prequalification Certificate No.: 2EA607

Falcon Design Consultants, LLC (FDC) reviewed the information submitted by the low bidder for this project. FDC has previously reviewed this bidder's qualifications for the City of Stockbridge and this contractor has previously completed projects satisfactorily for the City. Based upon this prior experience FDC believes that East Coast Grading, Inc. has experienced personnel, sufficient equipment, professional management staff, and the financial resources to perform the referenced project.

FDC therefore recommends award of the contract for the City of Stockbridge's 2026 Country Club Drive & Patrick Henry Parkway Intersection Improvements project to East Coast Grading, Inc. This recommendation is for the total base bid submitted. If approved, the contract will be awaeded in the bid amount of **One Million Seventy-Eight Thousand Eighty-Six point Sixty-Seven Dollars ($1,078,086.67)**.

This contract amount includes a Line Item in the Base Bid for a Contingency Allowance of **$155,000.00**. This money is solely for the City's use for unknown conditions encountered, requested scope changes and/or quantity overruns.

A copy of the Bid Tabulation sheet for this project are attached for your use.

Should you have any questions, please contact me.

Sincerely,



Glenn Athearn
Senior Project Manager

Attachments: Bid Tabulation Sheet

CC: Decius Aaron – Director of Public Works
Billy Warren – Asst. Director of Public Works

BID TABULATION

CITY OF STOCKBRIDGE, GEORGIA

COUNTRY CLUB DRIVE/PATRICK HENRY PARKWAY INTERSECTION IMPROVEMENTS - ITB NO: 2026-0012

August 12, 2026 - 2:00 PM

ITEM NO.:	ESTIMATED QUANTITY	UNITS	DESCRIPTION	EAST COAST GRADING, INC. 1111 COMMERCE DR. MADISON, GA 30650		R & B DEVELOPER, INC. 4150 SUWANEE BEND DRIVE SUWANEE, GA 30024		BACKBONE INFRASTRUCTURE, LLC 4805 WESTOAK CT. BUFORD, GA 30518		SUMMIT CONSTRUCTION & DEVELOPMENT, LLC 6991 PEACHTREE IND BLVD., BLDG 700 PEACHTREE CORNERS, GA 30092	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1	L.S.	BONDS AND INSURANCE	$ 15,000.00	$ 15,000.00	$ 28,500.00	$ 28,500.00	$ 25,000.00	$ 25,000.00	$ 35,000.00	$ 35,000.00
2	1	L.S.	MOBILIZATION	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 20,000.00	$ 20,000.00	$ 50,000.00	$ 50,000.00
3	1	L.S.	TRAFFIC CONTROL; COMPLETE PER THE "MANUAL ON UNIFROM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS - 2009 MUTCD WITH REVISIONS 1 AND 2, MAY 2012" OR LATEST REVISION	$ 35,000.00	$ 35,000.00	$ 25,415.00	$ 25,415.00	$ 118,898.00	$ 118,898.00	$ 165,000.00	$ 165,000.00
4	1	L.S.	DEMOLITION AND DISPOSAL; COMPLETE INCLUDING, BUT NOT LIMITED TO CURB, GUTTER, LIGHTING STRIPING AS WELL AS HAUL OFF AND PROPER DISPOSAL OFF SITE	$ 15,000.00	$ 15,000.00	$ 164,706.00	$ 164,706.00	$ 185,462.00	$ 185,462.00	$ 128,000.00	$ 128,000.00
5	1	L.S.	EROSION CONTROL; COMPLETE	$ 5,000.00	$ 5,000.00	$ 1,500.00	$ 1,500.00	$ 15,000.00	$ 15,000.00	$ 2,608.80	$ 2,608.80
5	13,275	S.Y.	MILL ASPHALTIC CONCRETE PAVEMENT, 3" DEPTH	$ 3.00	$ 39,825.00	$ 2.80	$ 37,170.00	$ 3.00	$ 39,825.00	$ 2.50	$ 33,187.50
6	1,075	TON	1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	$ 126.00	$ 135,450.00	$ 118.00	$ 126,850.00	$ 130.00	$ 139,750.00	$ 120.00	$ 129,000.00
7	1,075	TON	1.5" RECYCLED ASPHALTIC CONC. - PERMZFLEX INCL. BITUMINOUS MATERIAL & H LIME	$ 148.00	$ 159,100.00	$ 138.00	$ 148,350.00	$ 153.00	$ 164,475.00	$ 145.00	$ 155,875.00
8	1,326	GAL.	BITUMINOUS TACK COAT AT 0.10 GAL/SQ.YD.	$ 6.00	$ 7,956.00	$ 5.00	$ 6,630.00	$ 7.50	$ 9,945.00	$ 6.97	$ 9,242.22
9	240	S.Y.	BRICK PATTERN STAMPED ASPHALT PEDESTRAIN CROSSING; DYED RED; INSTALLED COMPLETE IN ACCORDANCE WITH APPROVED DRAWINGS AND CONTRACT DOCUMENTS	$ 301.40	$ 72,336.00	$ 280.00	$ 67,200.00	$ 274.00	$ 65,760.00	$ 274.00	$ 65,760.00
10	6	EA.	ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE W/ APPROVED ADJUSTABLE STEEL EXTENSION RING	$ 450.00	$ 2,700.00	$ 350.00	$ 2,100.00	$ 1,500.00	$ 9,000.00	$ 1,500.00	$ 9,000.00
11	582	L.F.	CONCRETE SIDEWALK WITH TURN UP WALL; 9" THICK 3000 PSI; INSTALLED COMPLETE INCLUDING, BUT NOT LIMITED TO 95% DRY COMPACTION SUBGRADE, FORMING AND FINISHED (LIGHT BROOM)	$ 176.00	$ 102,432.00	$ 25.00	$ 14,550.00	$ 200.00	$ 116,400.00	$ 250.00	$ 145,500.00
12	2	EA.	TYPE B ADA COMPLIANT RAMP; INSTALLED COMPLETE INCLUDING, BUT NOT LIMITED TO DETECTABLE WARNING SURFACE IN ACCORDANCE WITH APPROVED DRAWINGS AND REQUIREMENTS	$ 1,250.00	$ 2,500.00	$ 1,200.00	$ 2,400.00	$ 2,100.00	$ 4,200.00	$ 1,793.14	$ 3,586.28
13	2	EA.	TYPE A ADA COMPLIANT RAMP; INSTALLED COMPLETE INCLUDING, BUT NOT LIMITED TO DETECTABLE WARNING SURFACE IN ACCORDANCE WITH APPROVED DRAWINGS AND REQUIREMENTS	$ 1,250.00	$ 2,500.00	$ 1,000.00	$ 2,000.00	$ 1,000.00	$ 2,000.00	$ 1,793.14	$ 3,586.28
14	431	S.Y.	GDOT THERMOPLASTIC GORE STRIPING; DETAIL "B" WHITE	$ 5.50	$ 2,370.50	$ 7.00	$ 3,017.00	$ 7.00	$ 3,017.00	$ 6.00	$ 2,586.00
15	1,660	S.Y.	GDOT THERMOPLASTIC GORE STRIPING; DETAIL "B" YELLOW	$ 5.50	$ 9,130.00	$ 7.00	$ 11,620.00	$ 7.50	$ 12,450.00	$ 5.00	$ 8,300.00
16	105	L.F.	GDOT THERMOPLASTIC STOP BAR, 24" WIDE; WHITE	$ 6.60	$ 693.00	$ 7.00	$ 735.00	$ 7.00	$ 735.00	$ 10.00	$ 1,050.00
17	1,750	L.F.	GDOT THERMOPLASTIC SKIP STRIPE; WHITE 6" WIDE 10' SEG. 30' GAP	$ 0.72	$ 1,260.00	$ 1.00	$ 1,750.00	$ 1.00	$ 1,750.00	$ 0.60	$ 1,050.00
18	1,085	L.F.	GDOT THERMOPLASTIC SKIP STRIPE; WHITE 6" WIDE 2' SEG. 6' GAP	$ 0.72	$ 781.20	$ 1.00	$ 1,085.00	$ 1.00	$ 1,085.00	$ 0.60	$ 651.00
19	736	L.F.	GDOT THERMOPLASTIC SOLID TRAFFIC STRIPE; 6" WIDE, WHITE	$ 0.72	$ 529.92	$ 1.00	$ 736.00	$ 1.00	$ 736.00	$ 0.65	$ 478.40
20	3,535	L.F.	GDOT THERMOPLASTIC SOLID FOG LINE TRAFFIC STRIPE; 6" WIDE, WHITE	$ 1.43	$ 5,055.05	$ 1.00	$ 3,535.00	$ 1.00	$ 3,535.00	$ 0.65	$ 2,297.75
21	13	EA.	GDOT THERMOPLASTIC PAVEMENT MARKING; ARROW TYPE 2	$ 71.50	$ 929.50	$ 150.00	$ 1,950.00	$ 100.00	$ 1,300.00	$ 100.00	$ 1,300.00
22	3	EA.	GDOT THERMOPLASTIC PAVEMENT MARKING; ARROW TYPE 8	$ 71.50	$ 214.50	$ 290.00	$ 870.00	$ 325.00	$ 975.00	$ 325.00	$ 975.00
23	608	L.F.	GDOT THERMOPLASTIC CROSSWALK STRIPE; WHITE	$ 3.30	$ 2,006.40	$ 3.50	$ 2,128.00	$ 3.50	$ 2,128.00	$ 16.50	$ 10,032.00
24	34	EA.	REVELECTIVE PAVEMENT MARKER; TYPE 3	$ 5.50	$ 187.00	$ 8.00	$ 272.00	$ 8.00	$ 272.00	$ 5.00	$ 170.00
25	1	L.S.	TRAFFIC SIGNAL; INSTALLED COMPELTE INCLUDING BUT NOT LIMITED TO STRAIN POLES, MAST ARMS, SIGNALS, SIGNANGE, CABINETS, LOOPS, PULL BOXES, WIRING, PROGRAMMING, TESTING, START UP, COORDINATION OF THE LOCAL GOVERNING BODY FOR WITNESSING AND ALL REQUIRED APPURTENANCES IN ACCORDANCE WITH REQUIREMENTS AND APPROVED PLANS	$ 300,130.60	$ 300,130.60	$ 265,950.00	$ 265,950.00	$ 253,800.00	$ 253,800.00	$ 436,626.00	$ 436,626.00
26	1	L.S.	PROJECT CONTINGENCY ALLOWANCE (FOR USE BY CITY ONLY)	$ 155,000.00	$ 155,000.00	$ 155,000.00	$ 155,000.00	$ 155,000.00	$ 155,000.00	$ 155,000.00	$ 155,000.00
					TOTAL $ 1,078,086.67		TOTAL $ 1,083,519.00		TOTAL $ 1,352,498.00		TOTAL $ 1,555,862.23

I hereby certify that this is a correct tabulation for all bids received for this project on August 12, 2026 at 2:00 P.M. at the City of Stockbridge.

SIGNED:

Glenn Athearn - Senior Project Manager
Falcon Design Consultants, LLC

CITY OF STOCKBRIDGE, GEORGIA

COUNTRY CLUB DRIVE & PATRICK HENRY PARKWAY INTERSECTION IMPROVEMENTS

ADDENDUM NO. 1

AUGUST 7, 2026

BELOW ITEMS CREATE AN AMENDMENT TO THE CONTRACT DOCUMENTS FOR THE PROJECT LISTED ABOVE:

ITEM NO. 1: CONTRACT TIME FOR COMPLETION

All Bidders are notified that the number of calendar days for Substantial Completion for the project will be one-hundred and fifty (150) days and the number of calendar days for Final Completion will be one-hundred and eighty (180) days. These calendar days are to be used in lieu of any and all other calendar days for Substantial and Final Completion of the project in all areas in the Contract Documents.

ITEM NO. 2:

BELOW ARE ALL QUESTIONS RECEIVED IN WRITING PRIOR TO THE DEADLINE FOR WRITTEN QUESTIONS AND THEIR RESPONSES.

1. **The Bid Form line item for Concrete Sidewalk with Turn-Up Wall describes the sidewalk as 10'-0" wide, 4-inch thick, 3000 PSI concrete. However, the corresponding detail on Sheet 8.0 – Construction Details appears to show a 9-inch concrete section, which conflicts with the 4-inch thickness specified in the Bid Form. Could you please clarify the required thickness for this item?**
    i. **The required thickness for sidewalk in this section will be 9 inches. The Bid Form has been amended and attached to reflect.**
2. **As per Sheet 4.0 – Erosion Control Plans, the project scope includes the installation of Silt Fence, Sediment Trap, and Grassing. However, we could not locate any corresponding bid**

items for these activities in the Bid Forms Could you please clarify under which bid item(s) these items are to be measured and paid?

   i. A bid line item has been added to the revised Bid Form included with this Addendum.

3. 75 Calendar days for completion is not feasible due to led times for mast arm submittals, submittal approval & materials receipt. Submittals take 4-6 weeks to receive once PO is issued. Owner approval takes 2-4 weeks. Lead times after release (submittal approval) are 22-26 weeks, Will the City allow 280 for traffic signal construction?
   i. See "Item No. 1" of this Addendum.
4. Please verify if ALL pay items shown on the List of Materials (LOM) drawings are to be included in the LS (Lump Sum) pay item provided on the proposal bid item index. This would include the directionally bored conduit and radar detection assemblies.
   i. Pricing proposed in the Lump Sum bid line item is to include all required materials, labor and methods to provide a complete project component.
5. How will communications to the traffic signal be handled? Will the city add a pay item for a cellular router?
   i. Pricing proposed in the Lump Sum bid line item it to include all required materials, labor and methods to provide a complete project component.
6. Will the civil plans be made available for this project?
   i. Complete sets of bid documents and drawings are available via the City's website.
7. What is the project schedule and required completion date?
   i. See "Item No. 1" of this Addendum.
8. Is a Traffic Control Plan (TCP) provided, or is the contractor responsible for preparing it?
   i. The winning Bidder will be required to prepare and submit for review a traffic control plan.
9. What testing is required?
   i. Independent third-party testing will be required as deemed necessary by the Engineer including, but not limited to, compressive strength testing of all curb, gutter and turn-up wall concrete, compaction and density testing of any subgrade and aggregate base material. Additional testing may be required as determined by the Engineer on a case-by-case basis.
10. How are change orders handled?
   i. See section XIV "General Conditions".

11. **Is weather downtime addressed in the contract?**
    i. **See Section XIV "General Conditions" as well as Section XV "Supplemental Conditions".**
12. **Are there known underground obstructions?**
    i. **All information pertaining to underground conditions known to the City is contained within the contract documents.**
13. **What unforeseen site conditions have been identified.**
    i. **All information pertaining to site conditions known to the City is contained within the contract documents.**
14. **Please advise when the plan set will be available or where these can be downloaded.**
    i. **Complete sets of bid documents and drawings have been made available on the City's website.**

FALCON DESIGN
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*CONSTRUCTION MANAGEMENT * LANDSCAPE ARCHITECTURE*
WWW.FDC-LLC.COM

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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

SECTION III
BID FORM

CITY OF STOCKBRIDGE

CITY OF STOCKBRIDGE

COUNTRY CLUB DRIVE/PATRICK HENRY PARKWAY INTERSECTION IMPROVEMENTS

ITB NO: 2026-0012

AUGUST 12, 2026 - 2:00 PM EST

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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
1	8/10/2026

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

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 anything 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;

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

ITEM NO.:	ESTIMATED QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	LS	INSURANCE AND BONDS	$15,000.00	$15,000.00
2	1	LS	MOBILIZATION	$5,000.00	$5,000.00
3	1	LS	TRAFFIC CONTROL; COMPLETE PER THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS – 2009 MUTCD WITH REVISIONS 1 AND 2, MAY 2012" OR LATEST REVISION	$35,000.00	$35,000.00
4	1	LS	DEMOLITION AND DISPOSAL; COMPLETE INCLUDING, BUT NOT LIMITED TO CURB, GUTTER, LIGHTING STRIPING AS WELL AS HAUL OFF AND PROPER DISPOSAL OFF SITE	$15,000.00	$15,000.00
5	1	LS	EROSION CONTROL; COMPLETE	$5,000.00	$5,000.00
5	13,275	SY	MILL ASPHALTIC CONCRETE PAVEMENT, 3" DEPTH	$3.00	$39,825.00
6	1075	TON	1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	$126.00	$135,450.00

SECTION III

7	1075	TON	1.5" RECYCLED ASPHALTIC CONC. - PERMAFLEX INCL. BITUMINOUS MATERIAL & H LIME	$148.00	$159,100.00
8	1326	GAL	BITUMINOUS TACK COAT AT 0.10 GAL/SQ.YD.	$6.00	$7,956.00
9	240	SY	BRICK PATTERN STAMPED ASPHALT PEDESTRIAN CROSSING; DYED RED; INSTALLED COMPLETE IN ACCORDANCE WITH APPROVED DRAWINGS AND CONTRACT DOCUMENTS	$301.40	$72,336.00
10	6	EA.	ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE W/ APPROVED ADJUSTABLE STEEL EXTENSION RING	$450.00	$2,700.00
11	582	LF	CONCRETE SIDEWALK WITH TURN UP WALL; 9" THICK 3000 PSI; INSTALLED COMPLETE INCLUDING, BUT NOT LIMITED TO 95% DRY COMPACTION SUBGRADE, FORMING AND FINISHING (LIGHT BROOM)	$176.00	$102,432.00
12	2	EA	TYPE B ADA COMPLIANT RAMP; INSTALLED COMPLETE INCLUDING, BUT NOT LIMITED TO DETECTABLE WARNING SURFACE IN ACCORDANCE WITH APPROVED DRAWINGS AND REQUIREMENTS	$1,250.00	$2,500.00
13	2	EA	TYPE A ADA COMPLIANT RAMP; INSTALLED COMPLETE INCLUDING, BUT NOT LIMITED TO DETECTABLE WARNING SURFACE IN ACCORDANCE WITH APPROVED DRAWINGS AND REQUIREMENTS	$1,250.00	$2,500.00
14	431	SY	GDOT THERMOPLASTIC GORE STRIPING; DETAIL "B" WHITE	$5.50	$2,370.50
15	1660	SY	GDOT THERMOPLASTIC GORE STRIPING; DETAIL "B" YELLOW	$5.50	$9,130.00

SECTION III

16	105	LF	GDOT THERMOPLASTIC STOP BAR, 24" WIDE; WHITE	$6.60	$693.00
17	1750	LF	GDOT THERMOPLASTIC SKIP STRIPE; WHITE 6" WIDE 10' SEG. 30' GAP	$0.72	$1,260.00
18	1085	LF	GDOT THERMOPLASTIC SKIP STRIPE; WHITE 6" WIDE 2' SEG. 6' GAP	$0.72	$781.20
19	736	LF	GDOT THERMOPLASTIC SOLID TRAFFIC STRIPE; 6" WIDE, WHITE	$0.72	$529.92
20	3535	LF	GDOT THERMOPLASTIC SOLID FOG LINE TRAFFIC STRIPE; 6" WIDE, WHITE	$1.43	$5,055.05
21	13	EA	GDOT THERMOPLASTIC PAVEMENT MARKING; ARROW TYPE 2	$71.50	$929.50
22	3	EA	GDOT THERMOPLASTIC PAVEMENT MARKING; ARROW TYPE 8	$71.50	$214.50
23	608	LF	GDOT THERMOPLASTIC CROSSWALK STRIPE; WHITE	$3.30	$2,006.40
24	34	EA	REVELECTIVE PAVEMENT MARKER; TYPE 3	$5.50	$187.00
25	1	LS	TRAFFIC SIGNAL; INSTALLED COMPLETE INCLUDING BUT NOT LIMITED TO STRAIN POLES, MAST ARMS, SIGNALS, SIGNANGE, CABINETS, LOOPS, PULL BOXES, WIRING, PROGRAMING, TESTING, START UP, COORDINATION OF THE LOCAL GOVERNING BODY FOR WITNESSING AND ALL REQUIRED APPURTENANCES IN ACCORDANCE WITH REQUIREMENTS AND APPROVED PLANS	$300,130.60	$300,130.60
26	1	L.S.	PROJECT CONTINGENCY ALLOWANCE (FOR USE BY CITY ONLY)	$155,000.00	$ 155,000.00

SECTION III

Total Base Bid in Words:

One million seventy-eight thousand eighty-six & 67/100 **Dollars**

In Numbers: $1,078,086.67

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);

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: East Coast Grading, Inc

(SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability):_____

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

SECTION III

Name (typed or printed): Chris Cepuran

Title: President

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Georgia is 9 / 20 / 2011.

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.)

SECTION III

Bidder's Business Address 1111 Commerce Drive, Madison, GA 30650

Phone No. 770-266-0505 Fax No. _____

E-mail chris@ecgpinc.com

SUBMITTED on August 12, 2026.

GDOT Prequalification Certificate No. 2EA607.

CITY OF STOCKBRIDGE

CONTRACT DOCUMENTS AND SPECIFICATIONS

COUNTRY CLUB DRIVE
PATRICK HENRY PARKWAY
INTERSECTION IMPROVEMENTS

ITB: 2026-0012

JULY, 2026

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COUNTRY CLUB DRIVE
PATRICK HENRY PARKWAY
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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://cityofstockbridge-ga.bonfirehub.com/projectDrafts/243049/details** and Georgia Procurement Registry website **https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp**. Bid is administered by the City of Stockbridge Procurement Division. The City of Stockbridge's Procurement Department and Falcon Design Consultants LLC 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 and Falcon Design Consultants LLC 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.

D. *Design Engineer* – Falcon Design Consultants, LLC, an independent consulting and engineering firm is the design firm of record for this project. Full signal design has been provided by NV5 Technical Engineering & Consulting Solutions.

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://cityofstockbridge-ga.bonfirehub.com/projectDrafts/243049/details** and Georgia Procurement Registry website **https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp** . Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge's Procurement Department and Falcon Design Consultants LLC 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.

SECTION I

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.

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 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.

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 – MANDATORY PRE-BID CONFERENCE

5.01 A Mandatory Prebid Conference will be held at the **City of Stockbridge City Hall** located at **4640 North Henry Boulevard, Stockbridge GA 30281**; on **Wednedday, July 22nd, 2026,** at **10:00 AM EST**.

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 via Bonfire online portal: **https://cityofstockbridge-ga.bonfirehub.com/projectDrafts/243049/details** . **Reference: "COUNTRY CLUB DRIVE/PATRICK HENRY PARKWAY INTERSECTION IMPROVEMENTS – ITB 2026-0012"**. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda in the Bonfire portal to all parties recorded by Issuing Office as having received the Bidding Documents. Questions received after **5:00 PM EST on Tuesday**

August 4th, 2026, may 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 (CONTINUED ON THE NEXT PAGE)

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.

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.

14.02 *Allowances*

A. In the amount bid on the Bid Form submitted, the Bidder shall include a **$155,000** 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 - **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 GDOT Prequalification Certificate for roadway construction;

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.

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 This Public Bid Opening meeting will be held on **Wednesday, August 12th, 2026 at 2:00 PM EST** at the City of Stockbridge City Hall located at **4640 North Henry Boulevard, Stockbridge GA, 30281**

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.

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.

SECTION I

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
BID ISSUED TO THE PUBLIC: JULY 6, 2026

ITB NO.: 2026-0012
COUNTRY CLUB DRIVE/PATRICK HENRY PARKWAY
INTERSECTION IMPROVEMENTS

BID DUE DATE: WEDNESDAY, AUGUST 12, 2026 AT 2:00 PM EST

Mandatory Prebid Conference:
Wednesday, July 22, 2026, at 10:00 am est
City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge GA, 30281

Bids shall only be accepted online through the bonfire portal at:

Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted.

Unit price bids will be received by the City of Stockbridge, Georgia from prospective contractors for the City of Stockbridge, Georgia's "**COUNTRY CLUB DRIVE/PATRICK HENRY PARKWAY INTERSECTION IMPROVEMENTS ITB 2026-0012**" 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 traffic control, milling and paving asphalt, striping, concrete curb and gutter, concrete sidewalk and the installation of a complete traffic signal in accordance with the Contract Documents for the City of Stockbridge's **"COUNTRY CLUB DRIVE/PATRICK HENRY PARKWAY INTERSECTION IMPROVEMENTS ITB 2026-0012"** project.

The activity is proposed to be funded or partially funded with City of Stockbridge local and SPLOST 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.

Instructions to Bidders:

1. All communications regarding this solicitation must be with the Procurement Manager, Jeremy Andrews, **jandrews@stockbridgega.org**.

2. All potential Bidders can obtain a copy of the Bid and Specifications located on the City's website City of Stockbridge, GA | Official Website (stockbridgega.org) under bid opportunities. The City of Stockbridge, Procurement Division administers bids.

3. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: Country Club Drive and Patrick Henty Parkway Intersection Improvements (bonfirehub.com). Questions are due no later than **Tuesday, August 4th, 2026, at 5:00 p.m. EST**. Questions received after this date and time may not be answered.

4. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on the Bonfire website at Country Club Drive and Patrick Henty Parkway Intersection Improvements (bonfirehub.com) and it is the Offeror's responsibility to check the Bonfire portal for any addendum or other communications related to this solicitation.

5. The Public Bid Opening will be **Wednesday, August 12th, 2026,** at **2:00 PM EST** at the **City of Stockbridge City Hall** located at **4640 North Henry Boulevard, Stockbridge GA, 30281.**

6. The City of Stockbridge reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Stockbridge.

7. The City of Stockbridge is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their bid responses prior to the due date of this solicitation.

Note: For more information, please refer to the Instruction to Bidders and the

SECTION II

Contract Documents, which govern and supersede this Invitation to Bid.

Note: For more information please refer to the Instruction to Bidders and the Contract Documents, which govern and supersede this Invitation to Bid.

SECTION III
BID FORM

CITY OF STOCKBRIDGE

CITY OF STOCKBRIDGE

COUNTRY CLUB DRIVE/PATRICK HENRY PARKWAY INTERSECTION IMPROVEMENTS

ITB NO: 2026-0012

AUGUST 12, 2026 - 2:00 PM EST

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SECTION IV
BID BOND

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

BIDDER *(Name and Address)*:

East Coast Grading, Inc.
P.O. Box 579
Rutledge , GA 30663

SURETY *(Name and Address of Principal Place of Business)*:

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

OWNER *(Name and Address)*:

City of Stockbridge, Georgia
4640 N. Henry Blvd.
Stockbridge, GA 30281

BID

Bid Due Date: **AUGUST 12TH, 2026**

Description *(Project Name and Include Location)*:

CITY OF STOCKBRIDGE – COUNTRY CLUB DRIVE/PATRICK HENRY PARKWAY INTERSECTION IMPROVEMENTS
ITB NO: 2026-0012

BOND

Bond Number: N/A Bid Bond

Date *(Not earlier than Bid due date)*: August 12, 2026

Penal sum Five Percent (5% 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	**SURETY**
East Coast Grading, Inc. (Seal)	Western Surety Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
Chris Cepuran	Daniel Yates
Print Name	Print Name
President	Attorney-in-Fact
Title	Title
Attest: _____	Attest: Elizabeth White
Signature	Signature
Senior Estimator	Elizabeth White Surety Witness
Title	Title

East Coast Grading, Inc. CORPORATE SEAL 2005 FLORIDA

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

P D Yates III, Kevin M Neidert, Daniel Yates, Sandra Lawrence, Elizabeth White, Sean Tidwell, Charles E Thompson, Jenna Jones, Lisa Lee, Individually

of Atlanta, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of May, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of May, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of August, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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.

450158
EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

8/12/2026
Date

President
Title of Authorized Officer of Contractor

Chris Cepuran
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 12 DAY OF August, 20 26

SELENA SWAFFORD NOTARY PUBLIC EXP. April 30, 2027 MORGAN COUNTY, GA

Notary Public
My Commission Expires: 4/30/2027

*As of the effective date of O.C.G.A. 13-1 0-91, 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. $1 3-10-91, 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 Date
(Subcontractor Name)

_____
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 "**COUNTRY CLUB DRIVE & PATRICK HENRY PARKWAY INTERSECTION IMPROVEMENTS**" project. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to the repair and resurfacing of approximately 6.3 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge's **"COUNTRY CLUB DRIVE & PATRICK HENRY PARKWAY INTERSECTION IMPROVEMENTS – ITB 2026-0012"** project. The ITB, including the General Conditions, Supplementary Conditions, and Contractor's proposal in response to the RFP, are incorporated into this contract.

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 **240** 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 14.07 of the General Conditions within **270** 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:

_____ D**OLLARS** (In Words)

$ _____

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.

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. 95 percent of Work completed (with the balance being retainage); and

b. 95 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 200percent 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 *Not Used*

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; 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 ITB.

2. Performance Bond.

3. Payment Bond.

4. General Conditions.

5. Supplementary Conditions

6. Technical Specifications.

7. Drawings

8. Addenda.

9. Exhibits to this Agreement (enumerated as follows):

   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.

SECTION VIII

10.03 *Successors and Assigns*

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

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part 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 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.

SECTION VIII

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR
City of Stockbridge, Georgia	_____
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
4640 North Henry Boulevard	_____
Stockbridge, GA 30281	_____
Phone: (770) 389-7900	_____
	GDOT Prequalification Certificate No:
	_____

SECTION IX
NOTICE TO PROCEED

Date:

Project: **COUNTRY CLUB DRIVE & PATRICK HENRY PARKWAY INTERSECTION IMPROVEMENTS**

Owner: City of Stockbridge, Georgia	Owner's Contract No.: **ITB NO: 2026-0012**
Contract:	Engineer's Project No.: **013.069**
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 **240**, and the number of consecutive calendar days to achieve readiness for Final Completion including Closeout Documents is **270**.

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*): **COUNTRY CLUB DRIVE & PATRICK HENRY PARKWAY INTERSECTION IMPROVEMENTS**

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ (Seal)	_____ (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

SECTION X

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

SECTION X

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

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

11. Definitions.

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

SECTION X

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

SECTION XI
PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):
CITY OF STOCKBRIDGE, GEORGIA
4640 North Henry Boulevard
Stockbridge, GA 30281

CONTRACT
Effective Date of Agreement:
Amount: **$_____.**
Description *(Name and Location)*: **COUNTRY CLUB DRIVE & PATRICK HENRY PARKWAY INTERSECTION IMPROVEMENTS**

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)	_____ (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____

SECTION XI

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 XIV
GENERAL CONDITIONS

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop

Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

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28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

   a. does not conform to the Contract Documents; or

   b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

   c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to three printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 15th day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 15 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the ninetieth day after the day of Bid opening or the sixtieth day after the Effective Date of the Agreement, whichever date is later.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 15 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents

or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data,

graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Not Used

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to require a change in the Contract Documents; or

2. differs materially from that shown or indicated in the Contract Documents; or

3. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to

all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. Not Used

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by

an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.

   b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

Not Used

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

   1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Not Used

B. Not Used

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

Not Used

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced by the Contractor without written notice to Owner and Engineer except under extraordinary circumstances.

C. If, in the opinion of the Owner or Engineer, the resident superintendent is unsatisfactory, unqualified or otherwise unable to properly perform the duties required under the Contract, the Contractor shall, upon written notice from the Engineer, promptly remove and replace the resident superintendent with an individual acceptable to the Owner and Engineer, at no additional cost or time to the Owner.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until

Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. Not Used

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

SECTION XIV

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant

changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners,

employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph

6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

SECTION XIV

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Not Used

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice in accordance with Paragraph 17.01 stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

   d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

   e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

   f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

   g. The cost of utilities, fuel, and sanitary facilities at the Site.

   h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

   i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the

Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

SECTION XIV

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of

or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract

Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and

equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner

and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. Not Used

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

SECTION XIV

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or

suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 7 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. Not Used

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall

be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the State of Georgia.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

SECTION XIV

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION XIV

SUPPLEMENTARY CONDITIONS

1. THE GENERAL CONDITIONS: The General Conditions shall apply to all work in the Contract Documents, except as otherwise specified in the Supplementary Conditions. Requirements of the Supplementary Conditions supersede those of the General Conditions.

2. COMMENCEMENT AND COMPLETION OF WORK: The Contractor shall commence the Work on the date indicated in the Notice to Proceed and shall diligently prosecute said Work so as to complete the entire projects and place them in use within the number of calendar days set forth in the Agreement.

3. SCOPE OF WORK: 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. The project is located at the intersection of Country Club Drive and Patrick Henry Parkway within the City of Stockbridge, Georgia. This project includes but is not limited to traffic control, erosion and sediment control, clearing and grading, roadway milling and paving, roadway striping, concrete curb and gutters, sidewalk, and the installation of a traffic signal and signage within the project limits. This work is per the Contract Documents for the City of Stockbridge's **COUNTRY CLUB DRIVE AND PATRICK HENRY PATRICK HENRY PARKWAY - INTERSECTION IMPROVEMENTS.**

4. LOCATION: The work under this Contract will be located at the intersection of Country Club Drive and Patrick Henry Parkway in Stockbridge, Georgia.

5. EXTENSION OF TIME AND FAILURE TO COMPLETE ON TIME: Any and all extensions of time shall be in accordance with the General Conditions, except as otherwise hereinafter provided. Failure to complete the Project on or before the stipulated completion date will result in the assessment of liquidated damages in the amount stated in the Proposal.

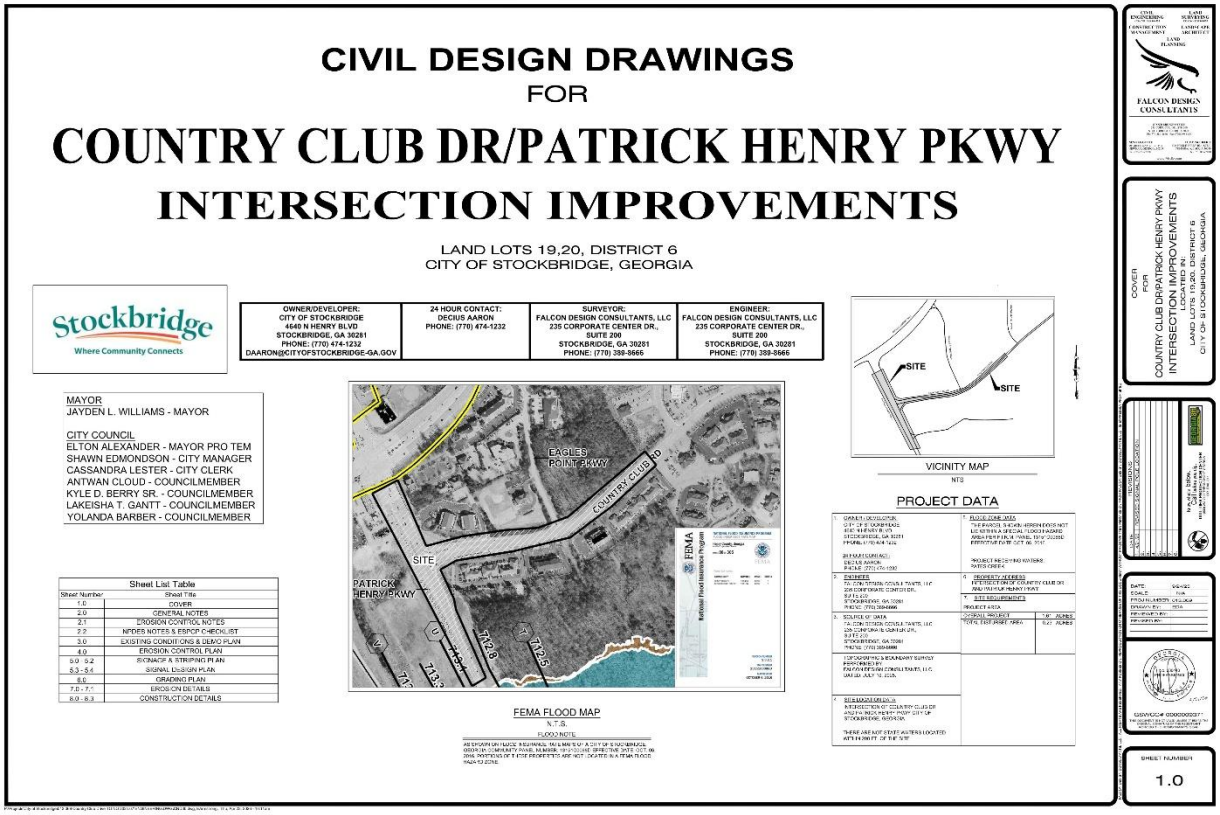
6. WEATHER DELAYS: Completion time will not be extended for normal bad weather. Time for completion as stated in the Contract Documents includes an allowance for calendar days on which work cannot be performed out-of-doors. The term "calendar day" as used in the Contract Documents shall mean Mondays through Fridays, excluding weekends and legal holidays. For the purpose of this Contract, Contractor agrees that he may expect to lose calendar days due to weather in accordance with the following table:

January - 14 days	**February - 14 days**	**March - 10 days**	**April - 7 days**
May - 6 days	**June - 3 days**	**July - 4 days**	**August - 2 days**
September - 2 days	**October - 3 days**	**November - 5 days**	**December - 9 days**

The Contractor agrees that it shall provide written notice to the Owner's Representative on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the

adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the Owner's Representative is a condition precedent to the submission of any claim for an extension of time. Furthermore, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the Owner's Representative may require. No extension will be made for days of bad weather occurring after the building is dried in. Requested working days lost to the weather shall be submitted for review with the pay request for that month, any requests later than the billable month will not be considered. To the extent that any of the terms and conditions set forth in this paragraph are in conflict with any of the terms and conditions of this Agreement, the terms and conditions of this paragraph shall govern and control.

7. CONSTRUCTION DRAWINGS: The work shall conform to the following construction drawings identified by "Sheet Number 1.0" shown below and all construction drawings associated with these:



SECTION XIV

8. REPORTS AND DRAWINGS USED BY THE ENGINEER: In the preparation of Drawings and Specifications, ENGINEER has relied upon:

A. The following reports of explorations and test of subsurface conditions at the site of the Work:

   1) None

B. The following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are contiguous to the site of the Work.

   1) None

9. SANITARY CONVENIENCES: THE CONTRACTOR shall provide adequate sanitary conveniences for use of those employed on the work and their use shall be strictly enforced. Such conveniences shall be made available when the first employees arrive on the site and shall be removed after the departure of the last employees from the job.

10. ENVIRONMENTAL IMPACT: THE CONTRACTOR shall conduct all operations so as to minimize, to the greatest extent possible, adverse environmental impact.

   A. NOISE: All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels.

   B. DUST/SMOKE: All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmosphere conditions. Burning operations will be conducted only with written permission of the OWNER and/or appropriate regulatory agency. The CONTRACTOR shall be responsible for obtaining all permits and comply with all codes, ordinances and regulations pertaining to the burning.

   C. TRAFFIC: Equipment and vehicles related to this project shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.

   D. SEDIMENTATION: All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material from the construction site is being deposited offsite. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins. All work shall be performed

per the "Georgia Soil and Water Conservation Commission - Manual for Erosion and Sediment Control in Georgia – 2016 Edition or latest revision"

11. PROJECT VIDEO RECORDING: Contractor is to provide a full color video survey of the complete project limits to the Owner. This video is to be taken within 72 hours of the Contractor's mobilization and start of the project and delivered to the Owner's Representative.

12. PROJECT PHOTO LOG: Contractor is required to take daily digital progress photos of the work being performed. These photos are required to show a TIME/DATE stamp directly on each picture. Minimum 10MB resolution required. Photos are to be delivered to the Owner's Representative monthly with each pay request submitted.

13. CONSTRUCTION STAKEOUT: The CONTRACTOR shall furnish, at his own expense, all such stakes, spikes, steel pins, templates, platforms, equipment, instruments, tools and material and all labor as may be required in laying out any part of the Work from the baselines and benchmarks.

    It shall be the responsibility of the CONTRACTOR to maintain and preserve all stakes and other marks established by the ENGINEER until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the ENGINEER at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the CONTRACTOR.

    All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, records and computations made by the CONTRACTOR in laying out the work shall be available at all times during the progress of the work for the ready examination by the ENGINEER or his duly authorized representative.

    The ENGINEER may make original and final surveys and make computations to determine the quantities of work performed or finally in place, if required.

    The CONTRACTOR shall make such surveys and computations as are necessary to determine the quantities of work performed or placed during each period for which a progress payment is to be made. All original field notes, computations and other records, or facsimile copies thereof, taken by the CONTRACTOR for the purpose of construction and for progress surveys, shall be furnished promptly to the representative of the ENGINEER for permanent records and for determining the proper amount of progress payments due to the CONTRACTOR. Unless waived in each specific case, quantity surveys made by the CONTRACTOR shall be made during the presence of a representative of the ENGINEER.

SECTION XIV

THE ENGINEER may make checks as the work progresses to verify lines and grades established by the CONTACTOR and to determine the conformance of the completed work as it progresses with the requirements of Contract Documents and Drawings. Such as checking by the ENGINEER or his representative shall not relieve the CONTRACTOR of his responsibility to perform all work in accordance with the Contract Documents and Drawings and the lines and grades given therein. In the event that location marks as established by the CONTRACTOR are found to be inaccurate or inadequate, work shall be suspended until corrections have been made.

Contractor to provide Owner with complete electronic GIS survey based upon State Plane Coordinate System of all improvements including all subsurface structures related to the completed project.

No separate payment will be made for the costs involved in the survey work, layout work or staking performed by the CONTRACTOR. All such costs will be considered as incidental to the Work.

14. UTILITIES: Utilities such as sewer, water and electric lines encountered in the work shall be protected from Injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned as may be necessary for this proper construction and use of the new work. State law requires that the contractor call Georgia811 at 811 or 1-800-282-7411 at least 72 hours in advance of construction commencing.

15. ADJUSTMENT OF DISCREPANCIES: In all cases of discrepancies between the various dimensions and details shown on drawings, or between the drawings are these specifications, the more expensive construction shall be estimated before construction is started, the matter shall be submitted to the ENGINEER for clarification. Without such a decision, discrepancies shall be adjusted by the CONTRACTOR at his own risk and in settlement of any complications arising from such adjustment, the CONTRACTOR shall bear all of the extra expense involved.

16. RESTORATION: The CONTRACTOR shall conduct his operations so that restoration of roadways, driveways, curb and gutter, ditches and easements progresses along with the pipe laying. If the ENGINEER determines that inadequate progress is being made with the restoration, he may shut down the CONTRACTOR's operation until the restoration is caught up with the pipe installation. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

SECTION XIV

17. MAINTENANCE DURING CONSTRUCTION: The CONTRACTOR shall maintain the Work from the beginning of construction operations until final acceptance. This maintenance shall continue continuous and effective work prosecuted day by day with adequate equipment and forces to the end that site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State in which this project is located.

    Upon completion of the Work, the CONTRACTOR shall remove all construction signs and barriers before final acceptance. While undergoing improvements, the roads shall be kept open to all traffic by the CONTRACTOR. The CONTRACTOR shall keep the portion of the site being used by public traffic, whether it be through or local traffic, in such condition that traffic will be adequately accommodated. The CONTRACTOR shall bear all cost of signs and markings as required and other maintenance work during construction and before the Work is accept and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary without direct compensation.

18. BARRICADES, DANGER, WARNING AND DETOUR SIGNS: The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic Barricades, danger, warning and detour signs shall be installed as per Georgia DOT Specifications, Section 107.07 – Public Convenience and Safety and Section -150 Traffic Control in accordance with "Georgia Department of Transportation – Standard Specifications Construction of Transportation Systems – January 21, 2021" or latest revision. To ensure all requirements contained within provided specification, CONTRACTOR shall provide a complete Temporary Traffic Control (TTC) plan for review and approval prior to beginning work.

    The CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning sings, and other protection devices in accordance with the State requirements in which the project is located. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in good, legible condition while in use. All work and materials provides shall be per the "Manual on Uniform Traffic Control Devices for Streets and Highways – 2009 MUTCD with Revisions 1 and 2, May 2012 or latest revision"

    As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

    The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid Item. Where the CONTRACTOR is required to perform any of

these functions, the cost thereof shall be included in the overall Bid submitted. Ownership of the temporary warning devices shall remain with the CONTACTOR.

19. HIGH VOLTAGE ACT: The CONTRACTOR acknowledges the requirement of the High Voltage Act of the General Assembly of Georgia by execution of this Contract.

20. ACCESS FOR INSPECTION: Access for inspection shall be provided for representatives of the Georgia Department of Transportation, Henry County Department of Transportation, Owner, and Owner's Representative.

21. INSURANCE: The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

    a. Workers' Compensation, and related coverages under this Agreement:
        i. State: Statutory
        ii. Applicable Federal (e.g., Longshoreman's): Statutory
        iii. Employer's Liability: $1,000,000
    b. Contractor's General Liability under this Agreement 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:
        i. General Aggregate $2,000,000
    c. Products - Completed
        i. Operations Aggregate $2,000,000
    d. Personal and Advertising
        i. Injury $1,000,000
    e. Each Occurrence
        i. (Bodily Injury and Property Damage) $1,000,000
    f. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
    g. Excess or Umbrella Liability
        i. General Aggregate $4,000,000
        ii. Each Occurrence $4,000,000
    h. Automobile Liability under this Agreement:
        i. Bodily Injury:
        ii. Each person $1,000,000
        iii. Each Accident $1,000,000

    i. Builders Risk Insurance (Fire and Extended Coverage)
    The contractor shall procure and shall maintain during the life of the Contractor agreement, Builder's Risk Insurance to protect the interest of the Owner, contractor, and Sub-Contractor against loss by fire, vandalism, malicious mischief and any hazards included in a standard Extended Coverage Endorsement. The amount of the insurance shall be equal to 100% completed value based on the insurable portion of the project. The polices shall be in the names of the Owner and the Contractor.

SECTION XIV

22. DISPUTES, CLAIMS AND LITIGATION

    1) Article 16, of the general conditions, arbitration, and the reference thereto is non-applicable to this project.
    2) All claims, disputes, interpretations, rights and all other issues arising under the terms of this Contract, the Contract Documents, performances of the work and the bonds issued pursuant to this Contract shall be heard and determined by the Presiding Judge of the Superior Court of Henry County, Georgia. The contractor and the Surety under the Payment Bond and Performance Bond do hereby consent to said Court having jurisdiction over the Contractor and the Surety under said bonds concerning all matters arising under the terms of said Contract and said bonds.

23. SUBCONTRACTORS: The Contractor shall not contract with any person or entity to whom the Owner or the Engineer has made reasonable objection. The Contractor shall not be required to contract anyone to whom he has a reasonable objection.

24. SAFETY AND PROTECTION: Attention is invited to the regulations issued by OSHA 2207 and the Department of Labor pursuant to Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333) entitled "Safety and Health Regulations for Construction" (29 CFR Part 1926 910) July 1, 1993 edition. The Contractor shall be required to comply with those regulations to the extent that any resulting Contract involves construction.

25. RETAINAGE OF CONTRACTORS PAYMENT: The retainage shall be an amount equal to 5% of Contractor's partial pay estimates for the duration of the project . Provided that satisfactory progress is being made toward completion of the work, no additional retainage will be held until the work is substantially complete. However, if progress is not satisfactory in the opinion of the Engineer, retainage may be reinstated to the fullest extent provided by the General Conditions. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgement of the OWNER are valid reasons for non-completion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still to be completed. Partial pay estimates may include stored materials. Contractor must submit invoices and all materials must be located at the site of work. Retainage will be held on stored materials.

26. Not Used

27. EROSION AND SEDIMENT CONTROL - Construction is to be carried out so as to prevent discharge of sediment from the project site. Effect "Best Management Practices" (BMP) shall be utilized throughout the duration of the project in accordance with all local and state regulations and requirements.

Siltation and soil erosion must be minimized during construction. Contractor shall take measures necessary to stop soil erosion at the source.

Restore disturbed areas to original or better conditions.

28. USE OF CHEMICALS: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with instructions.

29. TESTING: The testing laboratory will be retained by the Owner. Testing required by the plans and specifications will be performed at the discretion and under the direction of the Engineer. Payment for conformance will be made by the Owner. Copies of all test results will be forwarded in duplicate to the Engineer. The Contractor shall maintain a current file on the jobsite of all test results for review.

30. OWNERSHIP OF DEMOLISHED EQUIPMENT: Any major equipment removed as a result of this project shall remain the property of the OWNER. The Contractor shall take reasonable care to protect equipment during removal and shall deliver the equipment for permanent storage to a point to be designated by the OWNER.

31. RECORD DRAWINGS: The Contractor shall maintain a red lined set of construction drawings indicating any field changes to the Drawings. The information shall include physical measurements or coordinates for the horizontal location of key physical features such as bends in underground pipelines and vertical elevations of the equipment or pipelines. As a prerequisite to final payment of the Retainage, the Contractor shall deliver to the Engineer the marked up set of drawings for preparation of the Record Drawings of the Work. Failure to maintain this information shall not relieve the Contractor of the responsibility of obtaining the information prior to final payment.

32. OPERATION AND MAINTENANCE MANUALS The Contractor shall assemble all O&M manuals called for in the various sections of the Technical Specifications into one or more volumes of either 3-ring or post and screw type binders. The binders shall be labeled, indexed and tabbed for easy location of information by Specification Section Number and Description. Three (3) copies of all O&M manuals organized into 3 separate books shall be submitted to the Engineer as a prerequisite to final payment of the retainage.

33. QUALIFICATIONS FOR ACCEPTABLE SURETIES A surety, to be acceptable, will be required to meet the following criteria:
A company holding a Certificate of Authority as an acceptable surety on Federal Bonds, as published in the latest such listing in the Federal Register; and an insurance company licensed to do business within the state of Georgia as a company writing policies of insurance and/or bid bonds, payment bonds and performance bonds, regulated as such by

the Georgia Department of Insurance and Solvency Pool, and meet the following additional criteria:

1) A company with a rating in the A.M. Best Companies' most recent published rating of "A++ or A+: Class IV or Larger."

2) A company with a rating in the A.M. Best Companies' most recent published rating of "A: Class V or Larger."

3) A company with a rating in the A.M. Best Companies' most recent published rating of "A-: Class X or Larger."

4) A company which can furnish an assumption certificate or cut through clause in a statement of coverage under which payment is guaranteed 100% to third-party claimants by a reinsurer with a rating in A.M. Best Companies' most recent published rating of "A or A+: Class V or Larger"

5) In lieu of the A.M. Best Company Rating, insures rated AAA, AA+, AA, AA- by Standard & Poor's Insurance Rating Services will also be acceptable.

34. Not Used

35. RESIDENT ENGINEER OFFICE: Not Required.

36. PERMITS: The Contractor shall secure and pay for all necessary construction related permits required for completion of the work.

37. STATED ALLOWANCES: The following allowances shall be included in the Base Bid Proposal of the Contractor:

Contingency Funds: **$155,000**

38. ARTICLE 15: SUSPENSION OF WORK AND TERMINATION
Termination by the Owner for Cause: Add the following subparagraphs 15.5.1 and 15.5.2 to the General Conditions.

15.5.1: "If the Owner has terminated the Contract as provided in Paragraph 15.02 and if it is subsequently determined for any reason that the Owner was not authorized to terminate the Contract as provided in said Paragraph, the rights and obligations of the parties shall be the same as if the Owner has issued a Notice of Termination to the Contractor as provided in Paragraph 15.03 of the General Conditions.

SECTION XIV

39. ADDITION OF TECHNICAL SPECIFICATIONS:

a. Technical Specifications, in addition to those included in the Contract Documents, that will be utilized for use with the "**City of Stockbridge, GA – COUNTRY CLUB DRIVE & PATRICK HENRY PARKWAY - INTERSECTION IMPROVEMENTS"** project 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 related to roadways that have local jurisdiction.)

b. Technical Specifications, in addition to those included in the Contract Documents, that will be utilized for use with the "**City of Stockbridge, GA – COUNTRY CLUB DRIVE & PATRICK HENRY PARKWAY - INTERSECTION IMPROVEMENTS"** project shall be per the "Manual on Uniform Traffic Control Devices for Streets and Highways – 2009 MUTCD with Revisions 1 and 2, May 2012 or latest revision"

c. Technical Specifications, in addition to those included in the Contract Documents, that will be utilized for use with the "**City of Stockbridge, GA – COUNTRY CLUB DRIVE & PATRICK HENRY PARKWAY - INTERSECTION IMPROVEMENTS"** project shall be per the "Georgia Soil and Water Conservation Commission - Manual for Erosion and Sediment Control in Georgia – 2016 Edition or latest revision"

SECTION XVII
REFERENCE VERIFICATION AND RELEASE FORM

SOLICITATION NUMBER: ITB NO.: 2026-0012

PROJECT TITLE: STOCKBRIDGE – COUNTRY CLUB DRIVE AND PATRICK HENRY PARKWAY INTERSECTION IMPROVEMENTS

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 Sandy Springs

Mailing Address: 1 Galambos Way

City/State/Zip Code: Sandy Springs, GA 30328

Contact Person Name: Tony Ultsch

Contact Person Title: Project Manager

Contract Person Phone No.: 770-730-5600

Contract Person Email: tultsch@sandyspringsga.gov

Date Work Performed: 08/2025-05/2026

Brief Description of Work Performed: 2025 LMIG

Patching and resurfacing of various streets

SECTION XVII

REFERENCE NO. 2:

Name of Company/Entity: Croy Engineering

Mailing Address: 200 Cobb Parkway North

City/State/Zip Code: Marietta, GA 30062

Contact Person Name: Roy Acree

Contact Person Title: Program Manager

Contract Person Phone No.: 470-648-6036

Contract Person Email: racree@croyeng.com

Date Work Performed: 04/2026-06/2026

Brief Description of Work Performed: City of Powder Springs 2026 LMIG

Patching and resurfacing of various streets

REFERENCE NO. 3:

Name of Company/Entity: Precision Planning

Mailing Address: 400 Pike Boulevard

City/State/Zip Code: Lawrenceville, GA 30046

Contact Person Name: Steve Sappington

Contact Person Title: Senior Project Manager

Contract Person Phone No.: 770-338-8149

Contract Person Email: 740ss@ppi.us

Date Work Performed: 07/2026-Present

Brief Description of Work Performed: City of Grayson 2025-2026 LMIG

Patching and resurfacing of various streets

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REFERENCE NO. 4:

Name of Company/Entity: LJA

Mailing Address: 103 Mountain Brook Drive, Suite 112

City/State/Zip Code: Holly Springs, GA 30115

Contact Person Name: Jacob Hughes

Contact Person Title: Senior Project Manager

Contract Person Phone No.: 706-471-0195

Contract Person Email: jahughes@lja.com

Date Work Performed: 07/2026-Present

Brief Description of Work Performed: City of Holly Springs 2026 LMIG

Patching and resurfacing of various streets

REFERENCE NO. 5:

Name of Company/Entity: GDOT District 2

Mailing Address: 1570 Bethany Road

City/State/Zip Code: Madison, GA 30650

Contact Person Name: Nathan Johnson

Contact Person Title: Area Manager

Contract Person Phone No.: 706-343-5836

Contract Person Email: njohnson@dot.ga.gov

Date Work Performed: 06/2026-08/2026

Brief Description of Work Performed: Resurfacing of SR278 Morgan County, GA

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: East Coast Grading, Inc
(List name exactly as provided in Bid Form)

SIGNED BY: Chris Cepuran, President
(Printed name and title)

AUTHORIZED SIGNATURE: _____ **DATE:** 8/12/2026

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

B. The project is located at the intersection of Country Club Drive and Patrick Henry Parkway in Stockbridge, Georgia. This project includes but is not limited to traffic control, erosion and sediment control, clearing and grading, milling and paving of the roadway, concrete curb and gutters, sidewalks, traffic striping, traffic signal installation, and signage within the project limits. This work is per the Contract Documents for the City of Stockbridge's "**COUNTRY CLUB DRIVE AND PATRICK HENRY PARKWAY - INTERSECTION IMPROVEMENTS"** project.

C. WORK SEQUENCE
   1. The contractor is responsible for sequencing of work to provide a project that has continuous production from all disciplines without undue delays. Scheduling conflict mitigation to maintain workflow is the sole responsibility of the contractor.

1.3 SPECIFICATION CONVENTIONS

A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

B. In lieu of separate written technical specifications, the Contract Drawings contain specific and general notes and references that are used to complete the specifications for this project in accordance with local and industry standards.

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. Lump Sum prices.

G. Alternates.

1.2 CONTINGENCY ALLOWANCES

A. Include in Contract a stipulated sum/price of **$155,000.00** 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. All issues related to Change Order shall be in accordance with the General Conditions.

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 AIA-G702 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 and title of major Specification Section. Also, identify Contingency Allowance.

D. Include within each line item, direct proportional amount of Contractor's overhead and profit.

E. Revise schedule to list approved Change Orders with each Application for Payment.

1.4 APPLICATION FOR PAYMENT

A. Submit three copies of each Application for Payment on Contractor's electronic media driven form on the 25th of each month.

B. Content and Format: Use Schedule of Values for listing items in Application for Payment.

C. Submit updated construction schedule with each Application for Payment.

D. Payment Period: Monthly.

E. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
1. Current construction digital images specified in Section 01330 - Submittal Procedures.
2. Partial release of liens from major Subcontractors and vendors.
3. Record Documents as specified in Section 01700 - Execution Requirements, for review by Engineer, which will be returned to Contractor.
4. Affidavits attesting to off-Site stored products.
5. Construction Progress Schedule, revised and current as specified in Section 01330 - Submittal Procedures.

1.5 CHANGE PROCEDURES

A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.

C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.

1. Use AIA G716 - Request for Information for requesting interpretations.
2. Engineer may respond with a direct answer on the Request for Information form, issue a Clarification Notice, issue a Field Order, or submit a Change Order Request (Proposal).

D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Price or Contract Time by issuing supplemental instructions on a Field Order.

E. Engineer may issue Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within five (5) days.

F. Stipulated Price Change Order: Based on Proposal Request and Contractor's fixed price quotation.

G. Work Directive Change: Engineer may issue directive, signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Price or Contract Time. Promptly execute change.

H. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.

I. Change Order Forms: EJCDC C-941 - Change Order.

J. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

K. Correlation of Contractor Submittals:
1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Price.
2. Promptly revise Progress Schedules to reflect change in Contract Time, revise sub-schedules 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 LUMP SUM & UNIT PRICES

A. Lump Sum & Unit 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, Contract Drawings and Technical Specifications. Unit prices submitted by the contractor may be adjusted by 50% without additional compensation or price adjustment.

B. Unit pricing for materials only have been established in the Bid Form for specific items related to items required to complete project. The unit price is intended to set a quality standard for these materials. The contractor will be required to provide material submittals that conform with the unit price established in the Bid Form.

1.8 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, Owner, and Contractor's Geotechnical testing firm, 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. Engineer: 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 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, 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.

1.5 PREINSTALLATION MEETINGS

A. Preinstallation Meetings will be held prior to the work beginning that requires mock-up or specific review by the Architect/Engineer.

1.6 CLOSEOUT MEETING –

A. A formal closeout meeting may be utilized at the completion of the project provide system training, furnish closeout documents, and provide general housekeeping items as may be needed.

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 BAR CHART SCHEDULES

A. Format: Bar chart Schedule (GANTT), 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 sub-activity.
      c. Critical activities and Project float.
      d. Sub-schedules to further define critical portions of Work.

1.5 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.

1.6 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.

1.7 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 calendar 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 working 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 and Closeout 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 three (3) 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 by the Owner.
   2. Submit Samples of finishes, textures, and patterns to Engineer for selection by the Owner.

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 or 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 ERECTION DRAWINGS

A. Submit comprehensive structural erection drawings to comply with state and local ordinances.

1.16 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.

1.17 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 and disciplines.

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.

1.18 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 calendar 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.

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, him 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

A. Contractor shall provide a complete 3-D Mockup of each specific sign with colors and dimensions and this must be reviewed and approved by the Owner prior to beginning construction related to the Construction Drawings.

1.7 TESTING AND INSPECTION SERVICES

A. Contractor will employ and pay for specified services of an independent firm to perform geotechnical testing and inspection related work.

B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Engineer.

C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer.

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 TEMPORARY FACILITIES AND CONSTRUCTION APPURTENANCES

A. All temporary facilities required for the construction of this project and standard construction appurtenances shall be included in the total project cost and supplied by the Contractor at no additional cost to the Owner.

1.3 TEMPORARY FACILITIES UNDER AGREEMENT

A. Temporary Provisions Provided by Contractor:
1. Temporary barriers, barricades, covered walkways, fencing, exterior closures, and interior closures.
2. Temporary field offices.
3. Cleaning during construction.
4. Access roads and approaches.

5. Temporary sanitary facilities.
6. Temporary potable water.
7. Temporary electrical service and distribution system for power and lighting.
8. Temporary telephone and internet service.

B. Contractor: Coordinate provisions with Engineer 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 tree and plant protection.
6. Temporary heating before building enclosure.
7. Electrical service required in addition to temporary service and distribution provided by Contractor.
8. 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 WATER SERVICE

A. Provide and pay for suitable quality water service as needed to maintain specified conditions for construction operations.

SECTION 01500

1.9 TEMPORARY SANITARY FACILITIES

A. Provide and pay for suitable sanitary services as needed to maintain specified conditions for construction operations.

1.10 FIELD OFFICES AND SHEDS

A. Provide and pay for any field offices and/or sheds needed by the Contractor for operations and storage.

1.11 VEHICULAR ACCESS

A. Construct temporary all-weather construction access entrances from public thoroughfares to serve construction area, of width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.

B. Contractor to locate proposed vehicle access 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.

1.12 PARKING

A. Provide temporary surface parking areas to accommodate construction personnel.

B. Contractor to locate designated parking areas on drawings for Engineers approval.

C. If Site space is not adequate, Contractor to 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 at no additional cost to the Owner.

I. Mud from Site vehicles:
1. Provide means of removing mud from vehicle wheels before entering streets at no additional cost to the Owner.

1.13 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.

1.14 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. Traffic Signs and Signals:
1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
3. Relocate signs and signals as Work progresses, to maintain effective traffic control.

F. Removal:
1. Remove equipment and devices when no longer required.
2. Repair damage caused by installation.

1.15 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.

1.16 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 at no additional cost to the Owner.

B. Tree and Plant Protection: Preserve and protect existing trees and plants designated to remain.
1. Replace trees and plants damaged by construction operations at no additional cost to the Owner.

C. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

1.17 ENCLOSURES AND FENCING

A. Construction: Contractor's option for temporary enclosures and fencing, at no additional cost to the Owner, to be located on the construction drawings and approved by Engineer.

1.18 SECURITY

A. Security Program:
1. Protect Work on existing premises from theft, vandalism, and unauthorized entry.
2. Maintain program throughout construction period as required until Owner takes possession of the project.

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.

1.19 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.

1.20 EROSION AND SEDIMENT CONTROL

A. Comply with all applicable State and Local Ordinances and Plan contained in the Contract Drawings.

1.21 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise from personnel and noise produced by construction operations.

1.22 PEST AND RODENT CONTROL

A. Provide all necessary devices and treatments to prevent pest and rodent infiltration of the proposed project in accordance with state and local guidelines.

1.23 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.

1.24 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.

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.

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 or by the deadline for receiving Written Questions prior to bidding, whichever is greater. Requests for substitutions may only be submitted by licensed contractors intent on bidding the project. **Requests for product substitutions from material manufacturers or venders will not be reviewed**. Do not 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.

END OF SECTION

SECTION 01700

EXECUTION AND CLOSEOUT 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.
   4. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
   5. 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 calendar 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 a letter 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 letter of Substantial Completion to Owner and Contractor for their written acceptance of responsibilities assigned to them in the letter.
5. After Work is substantially complete, Contractor shall:
   a. Allow Owner occupancy of Project under provisions stated in the letter of Substantial Completion.
   b. Complete Work listed for completion or correction within a maximum of fifteen working days or a time period stipulated by the Owner.

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 and minimal move-in damage by the Owner according to this Section.

D. Final Completion Inspection:
   1. Within seven calendar 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 site improvements, subsurface structures, electrical conduit, and utilities. Survey to be delivered to the Engineer in AutoCAD format with ArcGIS shape files.
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. Surveyed 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. Submit marked-up paper copy documents to Engineer with claim for final Application for Payment.

H. 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.

END OF SECTION

SECTION 01720
RECORD DOCUMENTS

PART 1 GENERAL

1.01 SCOPE

A. The work under this Section includes, but is not necessarily limited to, the compiling, maintaining, recording and submitting of project record documents as herein specified.

B. Record documents include, but are not limited to:

1. Drawings;
2. Specifications;
3. Change orders and other modifications to the Contract;
4. Engineer field orders or written instructions, including Requests for Information (RFI) and Clarification Memorandums;
5. Reviewed shop drawings, product data and samples;
6. Videos, photos, and written records related to the project;
7. Test records.

C. The Contractor shall maintain on the Project site throughout the Contract Time an up to date set of Record Drawings.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Storage

1. Store documents and samples in the Contractor's field office or as agreed with the Engineer, apart from documents used for construction.

2. Provide files and racks for storage of documents as required.

3. Provide locked cabinet or secure storage space for storage of samples as required.

B. File documents and samples in accordance with format of these Specifications.

C. Maintenance

1. Maintain documents in a clean, dry, legible condition and in good order.

2. Do not use record documents for construction purposes.

3. Maintain at the site for the Owner/Engineer one copy of all record documents.

D. Make documents and samples available at all times for inspection by Engineer.

E. Failure to maintain the Record Documents in a satisfactory manner may be cause for withholding of a certificate for payment.

1.03 QUALITY ASSURANCE

A. Unless noted otherwise, Record Drawings shall provide dimensions, distances and coordinates to the nearest 0.1 foot.

B. Unless noted otherwise, Record Drawings shall provide elevations to the nearest 0.01 foot for all pertinent items constructed by the Contractor.

1.04 RECORDING

A. Label each document "PROJECT RECORD" in neat, large printed letters.

B. Recording

1. Record information concurrently with construction progress.

2. Do not conceal any work until required information is recorded.

1.05 RECORD DRAWINGS

A. Record Drawings shall be reproducible, shall have a title block indicating that the drawings are Record Drawings, the name of the company preparing the Record Drawings, and the date the Record Drawings were prepared. If drawings are provided in electronic format, they shall be submitted in either AutoCAD 2018, or latest edition, or PDF format. The Contractor will be provided electronic copies of the Drawings, or it may elect to provide reproducible drawings via another method. Reproducible shall be defined as being reproducible so as to allow a paper print to be produced.

B. Legibly mark drawings to record actual construction, including:

1. All Construction

a. Changes of dimension and detail.
b. Changes made by Requests for Information (RFI), field order, clarification memorandums or by change order.
c. Details not on original Drawings.

2. Site Improvements, Including Underground Utilities

a. Horizontal and vertical locations of all exposed and underground utilities and appurtenances, both new facilities

constructed and those utilities encountered, referenced to permanent surface improvements.

b. Location of and dimensions of roadways and parking areas, providing dimensions to back of curb when present.

c. The locations shall be referenced to at least two easily identifiable, permanent landmarks (e.g., power poles, valve markers, etc.) or benchmarks.

d. **Location of all manholes, valves, and storm structures that are adjusted during the project shall be located by GPS equipment to an accuracy of <± 1 foot. The description and location information (state plane coordinates) shall be delivered to the Owner in an electronic (e.g. ArcGIS, 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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

East Coast Grading, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 579

Requester's name and address (optional)

6 City, state, and ZIP code

Rutledge, GA 30663

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-		-				

or

Employer identification number

5	6	-	2	5	0	1	5	2	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person [signature] Date 1/4/2024

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/11/2026

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

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

PRODUCER
Yates, LLC
2800 Century Parkway NE
Suite 300
Atlanta GA 30345-

CONTACT NAME:
PHONE (A/C, No, Ext): 404-633-4321 **FAX (A/C, No):** 404-633-1312
E-MAIL ADDRESS: certs@yatesins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BITCO General Insurance Corporation	20095
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED EASTCO01-C
East Coast Grading, Inc.
PO Box 579
Rutledge GA 30663

COVERAGES **CERTIFICATE NUMBER:** 2000062378 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CLP3763364	10/2/2025	10/2/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAP3763369	10/2/2025	10/2/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			CUP3763366	10/2/2025	10/2/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC3763363	10/4/2025	10/4/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 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, Automobile Liability and Umbrella Liability; Blanket Primary and Non-Contributory in regard to General Liability, Automobile Liability and Umbrella Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability, Workers Compensation and Umbrella Liability; Per Project Aggregate applies to the General Liability. 30 Day Notice of Cancellation is afforded on the General Liability, Auto Liability, Workers Compensation and Umbrella Liability.

See Attached...

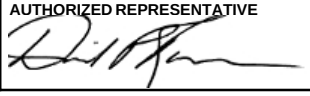
CERTIFICATE HOLDER

City of Stockbridge
4640 N Henry Blvd
Stockbridge GA 30281

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



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AGENCY CUSTOMER ID: EASTCO01-C

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Yates, LLC	NAMED INSURED East Coast Grading, Inc. PO Box 579 Rutledge GA 30663
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 1019 - Transportation Contractors Extended Liability Coverage
AP0401 1017 - Broadened Coverage – Automobile
CUP-D 0001 0416 - Schedule of Underlying Insurance
CUP0005 0119 – Commercial Umbrella Liability
CUP0316 0111 – Changes – Other Insurance – Additional Insureds
CUP0313 0107 – Blanket Waiver of Transfer of Rights of Recovery Against Others to Us
WC000313 0484 - Waiver of Our Right to Recover From Others Endorsement

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an [X] in the box next to the caption of such provision.

A. [X] Partnership and Joint Venture Extension

B. [X] Contractors Automatic Additional Insured Coverage – Ongoing Operations

C. [X] Automatic Waiver of Subrogation

D. [X] Extended Notice of Cancellation, Nonrenewal

E. [X] Unintentional Failure to Disclose Hazards

F. [X] Broadened Mobile Equipment

G. [X] Personal and Advertising Injury - Contractual Coverage

H. [X] Nonemployment Discrimination

I. [X] Liquor Liability

J. [X] Broadened Conditions

K. [X] Automatic Additional Insureds – Equipment Leases

L. [X] Suits Against Dredges and Barges

M. [X] Insured Contract Extension - Railroad Property and Construction Contracts

N. [X] Construction Project General Aggregate Limits

O. [X] Fellow Employee Coverage

P. [X] Property Damage Liability - Elevators

Q. [X] Care, Custody or Control

R. [X] Electronic Data Liability Coverage

S. [X] Consolidated Insurance Program Residual Liability Coverage

T. [X] Automatic Additional Insureds – Managers or Lessors of Premises

U. [X] Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations

V. [X] Contractors Automatic Additional Insured Coverage – Completed Operations

W. [X] Additional Insured – Engineers, Architects or Surveyors

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED** :

The last full paragraph which reads as follows:

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.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item **8.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.

a. 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 those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS** , is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

a. If we choose to nonrenew this policy, 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.

b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS , is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2. Exclusions** of **SECTION I, COVERAGE B** , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured.

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A** , is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and

(2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** :

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a., 2.b., and 2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

3. "Property damage" to:

a. Property owned, used or occupied by or rented to the additional insured; or

b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. SUITS AGAINST DREDGES AND BARGES

We agree that any "suit" in rem against any dredge or barge owned, operated by or for you, and used in your operations, shall in all respects be treated in the same manner as though the "suit" were against you.

This coverage is excess over and above any specific insurance on any dredge or barge owned, operated by or for you, and used in your operations.

M. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item **9.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following.

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE** .

A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

O. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED** , is deleted and replaced with the following:

2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

1. **Exclusions 2.j.(3)** and **2.j.(4)** of **SECTION I, COVERAGE A** , do not apply to the use of elevators.

2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

Q. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of $25,000 per occurrence, subject to the following terms and conditions;

(a) The most that we will pay under this provision as an annual aggregate is $100,000, regardless of the number of occurrences.

(b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.

(c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.

(d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

(e) $2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

R. ELECTRONIC DATA LIABILITY COVERAGE

A. Exclusion **2.p.** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** is replaced by the following:

2. Exclusions

This insurance does not apply to:

. **p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability**

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph **2. EXCLUSIONS** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following definition is added to **Section V – DEFINITIONS** :

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

S. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or 'personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

T. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

U. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

V. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

W. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, 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 insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - AUTOMOBILES

The following modifies insurance provided under:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

1 - Broad Form Named Insured
2 - Automatic Waiver of Subrogation
3 - Automatic Additional Insured
4 - Primary and Noncontributory - Other Insurance Condition
5 - Unintentional Failure to Disclose Hazards
6 - Extended Notice of Cancellation, Non-Renewal
7 - When We Do Not Renew
8 - Notice of Knowledge of Accident or Loss
9 - Employees as Insured
10 - Employee Hired Autos
11 - Bodily Injury Extension
12 - Hired Auto Physical Damage
13 - Enhanced Supplementary Payments
14 - Fellow Employee Coverage for Designated Positions
15 - Physical Damage – Transportation Expenses
16 - Rental Reimbursement Coverage
17 - Loan/Lease Gap Coverage
18 - Accidental Air Bag Discharge Coverage
19 - Glass Repair – Waiver of Deductible

1. BROAD FORM NAMED INSURED

SECTION II. A. 1. -WHO IS AN INSURED - Paragraph **d.** is added:

d. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

2. AUTOMATIC WAIVER OF SUBROGATION

Section IV – Business Auto Conditions, **Paragraph A.5., Transfer of Rights of Recovery Against Others to Us**, is deleted and replaced with the following:

a. 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 those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

3. AUTOMATIC ADDITIONAL INSURED

SECTION II – WHO IS AN INSURED, Paragraph A.1, is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

4. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

5. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

6. EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL

The **COMMON POLICY CONDITIONS** , Item **A.2.b.** is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

7. WHEN WE DO NOT RENEW

SECTION IV – BUSINESS AUTO CONDITIONS , is amended to add Item **B.9.**:

a. If we choose to nonrenew this policy, 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.

b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one-time sixty-day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

8. NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS , Item **A.2.a.** is deleted and replaced with the following:

2. Duties in the Event of Accident, Claim Suit or Loss:

a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. 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.

9. EMPLOYEES AS INSURED

The following is added to the **Section II - Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

10. EMPLOYEE HIRED AUTOS

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **5.f.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your 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".

11. BODILY INJURY EXTENSION

SECTION V - DEFINITIONS , Paragraph **C.** is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

12. HIRED AUTO PHYSICAL DAMAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **c.** is added:

c. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:

(1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:

(a) The any one "Accident" or "Loss" amount of $100,000;

(b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in c.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph c.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

13. ENHANCED SUPPLEMENTARY PAYMENTS

SECTION II.A.2.a. COVERAGE EXTENSIONS, Supplementary Payments **(2)** and **(4)** are replaced by the following:

(2) Up to $2,500 for the cost of bail bonds (including bonds for related traffic laws 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 $350 a day because of time off from work.

14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The **Fellow Employee Exclusion contained in Section II.B.5.** does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

SECTION III.A.4.a. Transportation Expenses is replaced by the following:

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

(1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lessor of:

(a) The any one "Accident" or "Loss" amount of $100,000;

(b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

16. RENTAL REIMBURSEMENT COVERAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **d.** is added.

d. If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto"; or,

(b) 30 days.

(c) Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred; or

(2) $50 per day.

17. LOAN/LEASE GAP COVERAGE

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed $2,500 for any one vehicle or $25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

18. ACCIDENTAL AIR BAG DISCHARGE COVERAGE

SECTION III.B.3.a - Exclusions . This exclusion does not apply to the accidental discharge of an air bag.

19. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III.D - Deductible is replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. The deductible does not apply to glass damage if the glass is repaired rather than replaced.

COMMERCIAL UMBRELLA POLICY DECLARATIONS

BITCO GENERAL INSURANCE CORPORATION
A CAPITAL STOCK INSURANCE COMPANY - 3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. CUP 3 763 366 B **Renewal of No.** NEW

NAMED INSURED AND MAILING ADDRESS
EAST COAST GRADING, INC.
SEE GOX2278
P.O. BOX 579
RUTLEDGE GA 30663

POLICY PERIOD: From 10-02-25 to 10-02-26 12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS:

[ ] Individual [ ] Partnership [ ] Limited Liability Company [ ] Joint Venture [X] Organization (Other than Partnership Limited Liability Company or Joint Venture)

Business Description: _____

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMIT OF INSURANCE:

Policy Aggregate Limit $5,000,000
Self-Insured Retention $10,000 Each Occurrence or Offense not Covered by Underlying Insurance

SCHEDULE OF UNDERLYING INSURANCE:

TYPE OF INSURANCE	AUTOMOBILE LIABILITY	GENERAL LIABILITY	EMPLOYERS LIABILITY
Company	BITCO GENERAL INS	BITCO GENERAL INS	BITCO GENERAL INS
Policy No.:	CAP 3 763 369 B	CLP 3 763 364 B	WC 3 763 363
Policy Period:	From: 10/02/2025 To: 10/02/2026	From: 10/02/2025 To: 10/02/2026	From: 10/02/2025 To: 10/02/2026
Limits of Liability	Each Accident $1,000,000	General Aggregate $2,000,000 Products/Comp. Oper. Aggregate $2,000,000 Personal and Advertising Injury $1,000,000 Each Occurrence $1,000,000	Bodily Injury Each Accident $1,000,000 Bodily Injury By Disease Pol. Limit $1,000,000 Bodily Injury By Disease Each Emp. $1,000,000

THE TOTAL ADVANCE PREMIUM IS: $135,290.00

[X] Premium is a Flat Premium Charge.

[ ] Premium Adjustable: At Rate of _____ per _____ of _____ or

[ ] _____ % of liability premium for underlying policies: _____

[X] Subject to Minimum Premium of $135,290

ENDORSEMENTS ATTACHED TO THIS POLICY:
See Schedule of Forms and Endorsements

Countersigned _____ By _____
Date (Authorized Representative)

Insured's Copy

COMMERCIAL UMBRELLA LIABILITY POLICY

PLEASE READ THIS POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

The words "you" and "your" in this policy refer to the Named Insured in the Declarations. The words "we," "us" and "our" refer to the company providing this insurance.

The word "insured" refers to any person or organization qualifying as such under - SECTION III - WHO IS INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI - DEFINITIONS.

SECTION I - COVERAGES

In consideration of the payment of premium and subject to the Limit of Insurance shown in the Declarations page, and all the exclusions, terms and conditions of this policy, we agree with you as follows:

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. INSURING AGREEMENT

a. We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” because of “bodily injury” or “property damage” caused by an “occurrence” which takes place during the policy period and in the “coverage territory.” No other obligation or liability to pay or perform acts or services is covered unless explicitly provided for under SECTION II - DEFENSE AND SUPPLEMENTARY PAYMENTS - COVERAGES A and B.

b. This insurance applies to “bodily injury” and “property damage” only if prior to the policy period, no insured listed under Paragraph 1. of SECTION III – WHO IS AN INSURED and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period.

c. “Bodily injury” or “property damage” which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of SECTION III – WHO IS AN INSURED or any “employee” authorized by you to give or receive notice of an “occurrence” or claim, includes any continuation, change or resumption of that “bodily injury” or “property damage” after the end of the policy period.

d. “Bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of SECTION III – WHO IS AN INSURED or any “employee” authorized by you to give or receive notice of an “occurrence” or claim:

(1) Reports all, or any part, of the “bodily injury” or “property damage” to us or any other insurer; or

(2) Receives a written or verbal demand or claim for damages because of the “bodily injury” or “property damage”; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. EXCLUSIONS

This insurance does not apply to:

a. "Bodily injury" or "property damage" either expected or intended from the standpoint of any insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. "Bodily injury" or "property damage" arising out of or alleged to have arisen out of the manufacture, production, use, installation, removal, encapsulation, enclosing or disposal of asbestos or any materials containing asbestos.

c. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract," reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage," provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

d. Liability imposed on the insured or an "underlying insurer" under any of the following:

(1) Any uninsured motorists, underinsured motorists, first party "bodily injury" or "property damage" or any automobile no-fault law or any similar law;

(2) Any workers compensation, disability benefits or unemployment compensation law or any similar law;

(3) The Employee Retirement Income Security Act of 1974 as now or hereafter amended; or

(4) Arising out of the administration of any employee benefit plan.

e. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned, operated by, rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion does not apply to the extent that you are obligated to pay by reason of the assumption of liability in an "insured contract." Aircraft includes any "unmanned aircraft."

This paragraph applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or "unmanned aircraft" that is owned or operated by or rented or loaned to any insured.

f. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned, operated by, rented or loaned to any insured. Use includes operation and "loading and unloading."

This exclusion does not apply if insurance for such "bodily injury" or "property damage" is provided by "underlying insurance"; however, coverage for such "bodily injury" or "property damage" is subject to the same exclusions and limitations as are applicable in the "underlying insurance."

Exclusion f. applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

g. "Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

h. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property,"

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

i. "Property damage" to:

(1) Property:

(a) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or

(b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a covered "auto".

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations;

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

(7) Aircraft or watercraft rented, loaned or chartered to, used by, or in the care, custody or control of any insured;

(8) "Your product" arising out of it or any part of it;

(9) "Your work" arising out of it or any part of it and included in the "Products-Completed Operations Hazard." This does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor;

(10) "Impaired property" or property that has not been physically injured, arising out of:

(a) A defect, deficiency, inadequate or dangerous condition in "your product" or "your work"; or

(b) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

Paragraph (2) of exclusion i. does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraph (1)(b), (3), (4), (5) and (6) of exclusion i. do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of exclusion i. does not apply to "property damage" included in the "Products-Completed Operations Hazard."

Paragraph (10) of exclusion i. does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

j. "Bodily injury" to:

(1) An "employee," "executive officer," or director of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business: or

(2) The spouse, child, parent, brother or sister of that "employee," "executive officer," or director as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a covered "auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

k. (1) To "bodily injury" or "property damage":

(a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is or, had this policy not been issued, would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(2) To "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:

(a) The "nuclear material" (i) is at any "nuclear facility" owned by, operated by or on behalf of an insured or (ii) has been discharged or dispersed therefrom.

(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(c) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this policy:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "by-product material."

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

l. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

m. "Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

n. "Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

(2) The spouse, child, parent, brother or sister of any person included in paragraph 1. above, as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1) (a), (b) or (c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (1) (a), (b) or (c) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

o. "Bodily injury" or "property damage" arising out of or alleged to have arisen out of the ownership, maintenance, use, entrustment to others, sponsorship or affiliation with any "racing vehicle."

As used in this exclusion, the term "racing vehicle" means: any self-propelled vehicle which is designed for or used at any time in racing activities, whether against other similar vehicles in formal or informal competitions, or in demonstration activities, whether on public roads or highways or off public roads or highways. "Racing vehicle" includes, but is not limited to any: dragster, funny car, hot rod, Indy car, stock car, midget car, or any similar self-propelled vehicle.

p. "Bodily injury" or "property damage" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

(1) Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and

(2) Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

Professional services include:

(1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

(2) Supervisory or inspection activities performed as part of any related architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

q. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or

Any loss, cost or expense arising out of any;

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) "Claim" or "Suit" on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminants including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. INSURING AGREEMENT

a. We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” because of “personal and advertising injury” to which this insurance applies. No other obligation or liability to pay or to perform acts or services is covered unless explicitly provided for under SECTION II - DEFENSE AND SUPPLEMENTARY PAYMENTS - COVERAGE A AND B.

b. This insurance applies to “personal and advertising injury” only if caused by an “offense”:

(1) Committed in the “coverage territory” during the policy period; and

(2) Arising out of your business.

2. EXCLUSIONS

This insurance does not apply to:

a. “Personal and advertising injury”:

(1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

(2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

(3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

(4) Arising out of a criminal act committed by or at the direction of any insured.

(5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

(6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

(7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

(8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

(9) Committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting.

(b) Designing or determining content of websites for others; or

(c) An internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 16.a., b., c. and f. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(10) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

(11) Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(12) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(13) (a) To a person arising out of any:

(i) Refusal to employ that person;

(ii) Termination of that person's employment; or

(iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

(b) To the spouse, child, parent, brother or sister of any person included in paragraph (a) above, as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in paragraphs (a) (i), (ii) or (iii) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (a) (i), (ii) or (iii) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(14) Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

(15) However caused, arising, directly or indirectly, out of :

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(16) Arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

(a) Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and

(b) Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

Professional services include:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

(b) Supervisory or inspection activities performed as part of any related architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

(17) Arising out of or alleged to have arisen out of the manufacture, production, use, installation, removal, encapsulation, enclosing or disposal of asbestos or any materials containing asbestos.

(18) Arising out of the ownership, maintenance, use, or entrustment to others of any aircraft that is an "unmanned aircraft." Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft."

(19) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" any time; or

Any loss, cost, or expense arising out of any;

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants;" or

(b) "Claim" or "Suit" on behalf of a government authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminants including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

SECTION II - DEFENSE AND SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We have the right to defend any “claim” or “suit” against the insured seeking damages to which this insurance applies, but:

1. The amount we will pay for “ultimate net loss” is limited as described in SECTION IV - LIMIT OF INSURANCE;

2. At our discretion, we may investigate any “occurrence” or “offense” and settle any “claim” or “suit” that may result;

3. We will have no duty to defend any “claim” or “suit” that any other insurer has a duty to defend. If no other insurer defends, we may undertake to do so, but we will be entitled to the insureds rights against all other insurers.

4. We have a duty to defend any “claims” or “suits” which are covered by this policy, but not covered by any “underlying insurance.” We also have the duty to defend such “claims” or “suits” if the applicable limit of “underlying insurance” is used up; but both our right and duty to defend any existing or future “suits” end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

When we have the duty to defend, we will pay for:

a. All expenses we incur.

b. Up to $250 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this policy applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit," including actual loss of earnings up to $250 a day because of time off from work.

e. All costs taxed against the insured in any "suit" we defend.

f. Prejudgment interest awarded against the insured on that part of any judgment covered under this policy. If we offer the applicable limit of insurance in settlement of a "claim" or "suit," we will not pay for any prejudgment interest imposed or earned after the date of such offer.

g. All interest earned on that part of any judgment within the limit of insurance after entry of judgment and before we have paid, offered to pay, or deposited in court that part of any judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or "offense" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit."

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.c.(2.) of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES), such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our Obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION III - WHO IS INSURED

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "personal 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), or to a co-"employee" while that co-"employee" is either 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 unless such "employee" or "volunteer worker" is insured under any policy of "underlying insurance." The coverage afforded such insureds under this policy will be no broader than the "underlying insurance" except for the policy's limit of insurance;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of (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.

(2) "Property damage" to property:

(a) Owned, occupied or used by, or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by, or loaned to

you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to their duties as such. That representative will have all your rights and duties under this policy.

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 only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(b) Coverage is applicable only in excess of the limits of "underlying insurance" as shown in the Declarations Page, and you must add such organization to your "underlying insurance" as soon as practicable, advising us of such additions. We may then make adjustment of premium charges as called for in Condition 9. Maintenance of Underlying Insurance;

(c) Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(d) Coverage does not apply to "personal and advertising injury" arising out of an "offense" committed before you acquired or formed the organization.

4. Any person or organization not described in Paragraphs 2.a., 2.b., 2.c., 2.d. or 3 above which qualifies as an insured in any "underlying insurance." However, that person or organization is an insured only for damages:

(a) Which are covered by this insurance; and

(b) Which are covered by the "underlying insurance" or would be covered had its applicable limit of insurance not been used up.

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.

SECTION IV - LIMIT OF INSURANCE

1. The limit of insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

   a. insureds;

   b. "Claims" made or "suits" brought;

   c. Persons or organizations making "claims" or bringing "suits"; or

   d. Coverages provided under this policy.

2. The policy aggregate limit is the most we will pay for:

   a. All "ultimate net loss" under Coverage A and Coverage B, except "ultimate net loss" because of injury or damage arising from the automobile hazard. However, the policy aggregate will apply separately to:

      (1) Each "underlying insurance" policy which has an aggregate limit or a policy limit; and

      (2) The general aggregate and the products/completed operations aggregate in your underlying general liability insurance policy.

   b. Each "occurrence" with regard to "ultimate net loss" because of injury or damage arising from the "automobile hazard."

3. If the limit of insurance is paid prior to this policy's termination date for losses other than losses arising from the "automobile hazard," this policy's premium is fully earned.

4. The limit of insurance applies separately to each consecutive annual period, and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limit of insurance.

SECTION V - CONDITIONS

1. APPEALS

In the event the insured or any "underlying insurer" elects not to appeal a judgment in excess of the "retained limit," we may elect to do so. We shall be liable, in addition to the limit of insurance, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal and for all such costs, expenses and interest on appeals in connection with our right and duty to defend the insured under SECTION II - DEFENSE AND SUPPLEMENTARY PAYMENTS.

2. BANKRUPTCY

Bankruptcy, insolvency, or receivership of the insured, the insured's estate or of any "underlying insurer" will not relieve us of our obligations under this policy, but with regard to bankruptcy, insolvency, or receivership of any "underlying insurer" this policy shall not apply as a replacement of such bankrupt or insolvent insurer and our limits of insurance will apply only in excess of the required limit(s) of insurance in the schedule of "underlying insurance" made a part of the declarations of this policy.

3. CANCELLATION

a. The first Named Insured shown in the Declarations may cancel this policy by delivering it to us or any of our authorized agents or by sending us written notice stating when the future cancellation will take effect. Cancellation will become effective the date of delivery of the policy to us or the date requested by the first Named Insured.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) Ten (10) days before the effective date of cancellation if we cancel because of:

(a) Nonpayment of premium whether payable directly to us or payable to our agents or others under any installment payment plan, premium finance plan, extension of credit or other payment plan;

(b) Any bankruptcy or debtor relief proceeding brought by or against you; or

(2) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first "Named Insured's" last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered any refund of unearned premium.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy. We shall not be bound by any assignment of interest by an insured unless our consent to such assignment is endorsed onto this policy.

5. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

a. You must see to it that we or our authorized representative are notified as soon as practicable of an "occurrence" which may result in a "claim" under Coverage A, or an "offense" which may result in a "claim" under Coverage B of this policy. 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 or witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or "offense."

Notice of an "occurrence" or an "offense" is not notice of a "claim."

b. If a "claim" is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the "claim" or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

6. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

7. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

a. Are safe or healthful, or

b. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

8. LEGAL ACTION AGAINST US

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us under this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

9. MAINTENANCE OF UNDERLYING INSURANCE

You must keep the "underlying insurance" described in the Schedule of Underlying Insurance on the Declarations Page of this policy, or renewal or replacement policies not more restrictive in their terms and conditions, in full force and effect during the policy period of this policy.

The limits of insurance must be maintained without reduction other than by payment of losses. You must also inform us within 30 days of any cancellation of any policy of "underlying insurance," or replacement of any policy of "underlying insurance" by the "underlying insurer" or any other insurer.

Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable under this policy only to the extent that we would have been liable had you complied with these obligations.

You must notify us immediately of any changes in the terms of any "underlying insurance" policies. We may make adjustment of premium charges under this policy from the effective date of such changes to the terms of any "underlying insurance" policies.

10. OTHER INSURANCE

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or on any other basis, except other insurance written specifically to be excess over this insurance. The other insurance will be deemed valid and collectible regardless of any defense asserted by any other insurer because of the insured's failure to comply with the terms of that other insurance.

We will pay only our share of any amount of "ultimate net loss," if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under this or any other insurance.

11. PREMIUM AUDIT

a. We will compute all premiums for this policy in accordance with our rules and rates.

b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured, but not if such audit premium is less than the minimum premium shown in the Declarations.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

12. PREMIUMS

The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

13. REPRESENTATIONS

By accepting this policy, you agree:

a. The information shown on the Declarations Page is accurate and complete;

b. The information is based upon representations you made to us in your application(s) for this policy; and

c. We have issued this policy in reliance upon your representation.

14. SEPARATION OF INSUREDS

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies.

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom "claim" is made or “suit” is brought.

15. SOLE AGENT

The Named Insured first shown on the Declarations Page is authorized to act on behalf of all insureds with respect to giving or receiving notice of cancellation, receiving refunds and agreeing to any changes in this policy.

16. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the insured has rights to recover all or part of any payment we have made under this policy, 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.

Any recoveries shall be applied first to reimburse any interests (including the insured's) that may have paid any amounts in excess of our liability under this policy; then to reimburse “us” for any payment hereunder; and lastly to reimburse such interests (including the insured's) as to which this policy is excess, as are entitled to the remainder, if any.

When we assist in pursuit of the insured's rights of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

If there should be no recovery as a result of proceedings instituted solely at our request, we shall bear all expenses of such proceedings.

17. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

18. TITLES OF PARAGRAPHS

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy, are inserted solely for convenience or reference and are not to be deemed in any way to affect the provisions to which they refer.

19. WHEN WE DO NOT RENEW

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

20. WHEN LOSS PAYABLE

Our liability for "ultimate net loss" shall not apply until the insured or any "underlying insurer" shall be obligated to pay the "retained limit." When "ultimate net loss" has been determined, the insured may make "claim" for payment under this policy as soon as practicable thereafter. Such insured's obligation to pay any amount of "ultimate net loss" shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and us.

SECTION VI - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   a. Notices that are published include material placed on the internet or on similar electronic means of communication; and

   b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment."

3. "Automobile hazard" means liability arising out of the ownership, use, loading or unloading of any "auto."

4. "Bodily injury" means bodily injury, sickness or disease to a person and, if arising out of the foregoing, shock, humiliation, disability, mental anguish or mental injury, including care, loss of services or death resulting from any of these.

5. "Claim" means any demand upon the insured including the service of "suit" papers or arbitration proceedings against the insured for damages or services alleging liability of the insured as the result of an "occurrence" or "offense" which may or may not be covered by this policy. "Claim" does not include reports of accidents, or "occurrences," or any acts, errors, "offenses" or omissions which may give rise to a "claim."

6. "Coverage territory" means anywhere in the world if the insured's responsibility to pay damages is determined in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada or in a settlement we agree to.

7. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

9. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:

   a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

   b. Your fulfilling the terms of the contract or agreement.

10. "Insured contract" means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

    b. A sidetrack agreement;

    c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad.

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the 'Insured," if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage," an accident, including continuous or repeated exposure to substantially the same general harmful conditions; or,

b. With respect to "employees" of the Named Insured, "bodily injury" caused by accident or disease.

15. "Offense" means any of the "offenses" included in the definition of "personal and advertising injury."

16. "Personal and advertising injury" means injury, including consequential "bodily injury," arising out of one or more of the following "offenses":

a) False arrest, detention or imprisonment;

b) Malicious prosecution;

c) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord or lessor;

d) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e) Oral or written publication of material that violates a person's right of privacy; or

f) Discrimination because of race, religion, age, sex or physical disability except:

1) Discrimination suffered or allegedly suffered by “employees,” former “employees,” or applicants for employment of an insured;

2) Discrimination committed by or at the direction of the insured; or

3) If insurance for discrimination is prohibited by law.

g) Misappropriation of advertising ideas or style of doing business in your "advertisements;" or

h) Infringement of copyright, title or slogan in your "advertisements."

17. “Products-completed operations hazard”:

a. Includes all “bodily injury” and “property damage” occurring away from premises you own or rent and arising out of “your product” or “your work” except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned.

b. However, “your work” will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that particular part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

c. The hazard does not include “bodily injury” or “property damage” arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the “loading or unloading” of that vehicle by any insured.

(2) The existence of tools, uninstalled equipment or abandoned or unused material.

18. “Property damage” means”

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. "Retained limit" means the greater of:

    a. That amount of "underlying insurance" applicable to any "claim" or "suit," whether such "underlying insurance" is collectable or not; or

    b. The amount of "self-insured retention" as shown in the Declarations of this policy.

20. "Self-insured retention" means the dollar amount specified in the Declarations.

21. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Ultimate net loss" means the total amount of damages for which the insured is legally liable in payment of "bodily injury," "property damage" or "personal and advertising injury." "Ultimate net loss" may be established by adjudication, arbitration, or a compromise settlement to which we have previously agreed in writing. "Ultimate net loss" shall be reduced by any recoveries or salvages which have been paid or will be collected, but the amount of "ultimate net loss" shall not include any expenses incurred by any insured, by us or by any "underlying insurer."

24. "Underlying insurance" means the coverage(s) afforded under insurance policies designated in the schedule of "underlying insurance" on the Declarations Page of this policy. "Underlying insurance" also includes any policies issued to renew or replace these policies during the policy period of this insurance , but only if such other insurance provides:

    a. At least the same limits of liability insurance; and

    b. At least the same liability coverage(s);

    as are provided in the renewed or replaced policies.

    If the limit of a coverage available under a policy designated in the schedule of "underlying insurance" on the Declarations Page of this policy is less than the limit shown in such schedule, then such coverage is not included in the definition of "underlying insurance."

    The policies and limits stated in the Declarations for "underlying insurance," and any renewals or replacements thereof, apply whether or not such is collectible.

25. "Underlying insurer" means any company issuing any policy of "underlying insurance."

26. "Unmanned aircraft" means an aircraft that is not:

    a. Designed;

    b. Manufactured; or

    c. Modified after manufacture;

    to be controlled directly by a person from within or on the aircraft.

27. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

28. "Your product" means:

    a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

        (1) You;

        (2) Others trading under your name; or

        (3) A person or organization whose business or assets you have acquired; and

    b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    "Your product" includes:

    a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

    b. The providing of or failure to provide warnings or instructions.

    "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

29. "Your work" means:

    a. Work or operations performed by you or on your behalf; and

    b. Materials, parts or equipment furnished in connection with such work or operations.

    "Your work" includes:

    a. Warranties or representation s made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

    b. The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – OTHER INSURANCE – ADDITIONAL INSUREDS

Item **10. Other Insurance** under **SECTION V – CONDITIONS** , is deleted and replaced with the following:

10. OTHER INSURANCE

a. This insurance is excess over any other valid and collectable insurance available whether primary, excess, contingent or on any other basis. The other insurance will be deemed valid and collectible regardless of any defense asserted by any insurer because of the insured's failure to comply with the terms of that other insurance.

This condition will not apply to make this coverage excess to:

1. Other insurance written specifically to be excess over this insurance; or

2. Other valid and collectable insurance available to any person or organization who qualifies as an insured pursuant to paragraph 4 of **SECTION III – WHO IS AN INSURED** of this policy, but only if:

(a) That insured is an additional insured on the "underlying insurance" (such insured shall also be considered an additional insured for this policy); and

(b) The said additional insured is a Named Insured in the Declarations under such other valid and collectable insurance; and

(c) You have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. If this insurance is deemed to be primary on this basis, we agree to not seek contribution from such other insurance available to an additional insured only if you have agreed to the same in that written contract or written agreement.

b. When this insurance is excess over other insurance we will pay only our share of any amount of "ultimate net loss," if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

2. The total of all deductible and self insured amounts under this or any other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The **Transfer of Rights of Recovery Against Others to Us** Condition 16. of **SECTION V** is amended by the addition of the following:

If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

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

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS IF YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED TO A WAIVER OF SUBROGATION IN A WRITTEN CONTRACT OR AGREEMENT SIGNED BY YOU AND ALL OTHER PARTIES TO THAT WRITTEN CONTRACT OR AGREEMENT PRIOR TO ANY LOSS FOR WHICH A WAIVER IS REQUIRED.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

Copyright 1983 National Council on Compensation Insurance

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

January 6, 2026

CERTIFICATE OF QUALIFICATION
Vendor ID: 2EA607

East Coast Grading, Inc
1111 Commerce Drive
Madison, GA 30650

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued: "***Special provisions of this certificate provides that there will be "No competing bids with Middle Georgia Asphalt Services and Middle Georgia Milling, LLC due to common ownership."***

MAXIMUM CAPACITY RATING:	**$56,600,000.00**
CERTIFICATE EXPIRES:	**November 30, 2027**
PRIMARY WORK CLASS/CODE:	**400**
SECONDARY WORK CLASS(ES)/CODE(S):	**301, 310, 310A, 400A, 432A, 441 and 800A**

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.

A Prequalified Contractor may request an extension of its current prequalification **prior** to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on 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,

Patrick Allen, P.E.
Chairman, Prequalification Committee/Contractors

PA:TKA

City of Madison

132 North Main Street | Madison, GA 30650
Phone: (706) 342-1251 www.madisonga.com

BUSINESS LICENSE

License #: BL26-0747
Expiration Date: 12/31/2026
Name of Business: East Coast Grading, Inc.
Location Address: 1111 COMMERCE DR

This license must be displayed in plain view at the business premises.
This license is not transferrable.

East Coast Grading, Inc.
1111 COMMERCE DR
MADISON, GA 30650-4947

Deborah Gelbart
City Clerk

Professional Pipeline LLC
2472 Autumn Maple Drive
Braselton, GA 30517

Proposal:Hwy 42 Leak Repair Phase 2
Job Location:Stockbridge, GA

Date:8/4/2026

	Phase 2				
Item #	**Description**	**Quantity**	**Units**	**Unit Price**	**Total Value**
	Mobilize	1	EA	$ 500.00	$ 500.00
	Traffic Control	1	LS	$ 3,500.00	$ 3,500.00
126	Water Superintendent	30	HR	$ 150.00	$ 4,500.00
127	Water Crew	30	HR	$ 500.00	$ 15,000.00
128	Rubber Tire Loader	15	HR	$ 250.00	$ 3,750.00
129	Rubber Tire Excavator	30	HR	$ 400.00	$ 12,000.00
130	Trench Compactor	22	HR	$ 200.00	$ 4,400.00
79	8" Gate Valve	1	EA	$ 3,500.00	$ 3,500.00
	Tandem Druck to to Haul Unsuitables	20	HR	$ 150.00	$ 3,000.00
	Gravel	80	Tons	$ 65.00	$ 5,200.00
	8" Solid Sleeve	1	EA	$ 5,000.00	$ 5,000.00
	Shoring Rental	1	LS	$ 5,000.00	$ 5,000.00
125	Asphalt	25	Tons	$ 150.00	$ 3,750.00
				Grand Total:	**$ 69,100.00**

Crew to remobilize to excavate and replace leaking valve in Hwy 42, backfill with suitable material and pave

City of Stockbridge

AGENDA ITEM

MEETING DATE

August 25, 2026

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

FUNDING SOURCE

☐	GENERAL FUND
☐	FUND BALANCE
☐	SPLOST
☐	TSPLOST
☐	CDBG GRANT
☐	GRANT FUNDING
☐	TRAFFIC CAMERA FUNDING
☐	PARTNER/SPONSOR
☐	DEPARTMENT FUND BALANCE
☐	BOND

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works

ITEM/PROJECT/EVENT:

Council Consideration to approve Professional Pipeline to perform an emergency leak repair on North Henry BLVD in the amount of $69,100.00. Funding source is from account number 505- 44200-522240 (Street Repairs) in the Water Department Budget.

BACKGROUND INFORMATION:

The water main in this location is seventeen (17) feet deep and because North Henry BLVD (Highway 42) is a Georgia Department of Transportation (GDOT) roadway, they requested an expedited repair due to the leak's location and to possibly prevent further infrastructure damage or traffic disruption.

SIGNATURES:

eSigned via GovOS.com Shawn Edmondson

CITY MANAGER eSigned via GovOS.com Frank S. Milazi

CITY TREASURER eSigned via GovOS.com Quinton Washington

CITY ATTORNEY _____

☑ FINANCIAL IMPACT ☐ N/A

AMOUNT:

$69,100.00

ATTACHMENTS: ☑

ITEM/PROJECT/EVENT:

Water main repair on North Henry BLVD (Highway 42).

STAFF RECOMMENDATION:

Public Works recommend approval.

eSigned via GovOS.com

Decius T. Aaron