**Attachment B**

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department  
ATTN: Procurement Director  
535 Telfair Street, Suite 605  
Augusta, Georgia 30901

Name of Proponent: Contract Management Inc.  
Street Address: 1829 Killingsworth Road  
City, State, Zip Code: Augusta, GA 30904  
Phone: (706) 667-9033 Fax: (706) 667-9034 Email: gregoryw@contractmgmtinc.com

Do You Have A Business License? Yes: ☒ No: ☐

Augusta, GA Business License # for your Company (Must Provide): LCC19990016712

And/or Your State/Local Business License # for your Company (Must Provide): RLCO001225

Utility Contractors License # (Must Provide if applicable): \_\_\_\_\_ **MUST BE LISTED ON FRONT OF ENVELOPE**

General Contractor License # (Must Provide if applicable): RLCO001225

Additional Specialty License # (Must Provide if applicable): \_\_\_\_\_

**NOTE:** Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: Georgia, Augusta, Richmond County

Acknowledgement of Addenda: (#1) ☒ : (#2) ☒ : (#3) ☐ : (#4) ☐ : (#5) ☐ : (#6) ☐ : (#7) ☐ : (#8) ☐ :

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

**Statement of Non-Discrimination**

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin, or ethnicity, with regard to prime contracting, subcontracting, or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

**Non-Collusion of Prime Proponent**

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

**Conflict of Interest**

PAGE 2 OF 2

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
  - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
  - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
  - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

**Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)**

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify\* User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf)

Federal Work Authorization User Identification Number: **E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00**

Date of Authorization

**\*\* (E-Verify Number)** 225306

06/25/2009

Contract Management Inc.

Augusta Regional Airport Checkpoint Modernization

**Name of Contractor**

**Name of Project/Bid Number**

**AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT**

**Name of Public Employer**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on December 06, 2024 in Augusta (City), Georgia (State).

James Williams  
Signature of Authorized Officer or Agent

JAMES WILLIAMS, President  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 6 DAY OF December, 2024

Annette D. McGruder  
Notary Public

2/7/2027  
My Commission Expires:

Annette D. McGruder

**NOTARY PUBLIC**

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned certifies that the undersigned and any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

Richmond County, GEORGIA  
My Commission Expires 02/07/2027

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Bid Item #24-264 Augusta Regional Airport Checkpoint Modernization

Bid Due: Monday, December 2, 2024 @ 3:00 p.m.

Page 8 of 12



You Must Complete and Return with Your Submittal. Document Must Be Notarized

**Systematic Alien Verification for Entitlements (SAVE) Program**

**Affidavit Verifying Status for Augusta, Georgia Benefit Application** By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

Project Number #24-264 Augusta Regional Airport Checkpoint Modernization

[ITB Project Number and Project Name]

James Williams

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Contract Management Inc.

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) ☒ I am a citizen of the United States.

OR

2.) ☐ I am a legal permanent resident 18 years of age or older.

OR

3.) ☐ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 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 Code Section 16-10-20 of the Official Code of Georgia.***

*James Williams*

Signature of Applicant

James Williams

Printed Name

\* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 6 DAY OF December, 2024

*Annette D. McGruder*

Notary Public

My Commission Expires: 2/7/2024

NOTARY SEAL

Annette D McGruder

NOTARY PUBLIC

Richmond County, GEORGIA

My Commission Expires 02/07/2027

**Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.**  
REV. 2/17/2016



**TRADE SECRET STATUS AFFIDAVIT**  
**Augusta, Georgia**

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 *et seq.* However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*].

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with N/A response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor N/A are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld
- **Your company is requested to send a redacted copy of your submittal.**

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

James Williams

[Signatory Name in Print]

James Williams

[Signatory's Title]

President Contract Management Inc.

[Signatory's Title] [Company Name]

Date: 12/06/2024

SUBSCRIBED AND SWORN BEFORE

ME ON THIS 6 DAY OF

December, 2024.

Annette D. McGruder

NOTARY PUBLIC

My Commission Expires: 2/7/2027

**Annette D McGruder**  
**NOTARY PUBLIC**  
**Richmond County, GEORGIA**  
**My Commission Expires 02/07/2027**

**Return Page Only if Applicable**



# WESTFIELD INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Contract Management, Inc.  
1829 Killingsworth Rd.  
Augusta, GA 30904

### SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001

### OWNER:

(Name, legal status and address)

Augusta Procurement Department  
535 Telfair Street Room 604  
Augusta, GA 30906

BOND AMOUNT: 10%

### PROJECT:

(Name, location or address, and Project number, if any)

Augusta Regional Airport Checkpoint Modernization

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 3rd day of December, 2024

*Burger*

(Witness)

*Madi Moncus*

Madi Moncus (Witness)

*Contract Management, Inc*

(Principal)

(Seal)

By:

*James Williams*

(Title) *President*

Westfield Insurance Company

(Surety)

(Seal)

By:

*Milizabeth Mann*

Milizabeth Mann, Attorney-in-Fact (Title)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/03/23, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1010262 00

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**JOSEPH CHRIS ZORN, JR., LEAH FARROW, MILIZABETH MANN, JOINTLY OR SEVERALLY**

of VIDALIA and State of GA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit. . . . .

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 03rd day of MARCH A.D., 2023 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 03rd day of MARCH A.D., 2023 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 3rd day of A.D., December 2024



Frank A. Carrino, Secretary

CMI is fully committed to providing the necessary information for subcontractors and self-performing work. However, due to bid time constraints and the timing of receiving subcontractor quotes, we are unable to provide a comprehensive list of subcontractors and self-performing work activities at this time.

We will ensure that this information is provided upon or prior to the award of the contract. Thank you for your understanding and cooperation.

#### PERFORMANCE OF WORK BY SUBCONTRACTORS

The Bidder hereby states that it proposes to use the subcontractors listed below on this project if awarded the Contract. List all proposed subcontractors, general items of work/trade specialty and dollar value of their work. The Bidder shall obtain prior written permission of the Owner should it choose to add or substitute other subcontractor(s) not shown below.

Subcontractor Name	Subcontractor Work Items	Dollar Value of Work
GPK, LLC	Sheetrock & Temp Walls	\$424,625.00
191 Construction/GA-Carolina	Concrete	\$157,796.00
Richard Welding & Metal Fabrication	Structural Steel	\$297,730.00
Bonitz	Carpet & Tile Flooring	\$15,014.00
Fire Tech	Fire Suppression	\$105,700.00
David Allen	Epoxy Flooring	\$307,053.00
Record	Exit Lane Door	\$210,000.00
Dublin Glass	Glazing	\$213,000.00
Hixon	Roofing	\$180,233.00
Goff Electric	Electrical	\$860,000.00

Estimated Total Cost of Items that Bidder states will be performed by Subcontractors is:

\$ \$2,771,151.00

Checkpoint Modernization  
Augusta Regional Airport, Augusta, Georgia

BF-7

Issued for Bid  
Bid Form  
September 13, 2024

We will ensure that this information is provided upon or prior to the award of the contract. Thank you for your understanding and cooperation.

The Bidder hereby states that it proposes, "if awarded the Contract, to perform the following work on this project with its own work force." List all general items of work/trade specialty and dollar value of the work to be performed by the Contractor.

[illegible]

\$ 2,905,127.00



## BUY AMERICAN PREFERENCE

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*  
Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

## FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws<sup>1</sup>, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

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<sup>1</sup> Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

## Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
  - b) To faithfully comply with providing U.S. domestic product.
  - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
  - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:


- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

12/06/2024  
Date

  
Signature

Contract Management Inc.  
Company Name

President  
Title

## CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### Certifications

- 1) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.





**LETTER OF INTENT**  
**Disadvantage Business Enterprise**  
*(This page shall be submitted for each DBE firm)*

**Bidder/Offer** Name: Contract Management Inc.  
Address: 1829 Killingsworth Road  
City: Augusta State: Georgia Zip: 30904

**DBE Firm:** DBE Firm: Contract Management, Inc.  
Address: 1829 Killingsworth Road  
City: Augusta State: GA Zip: 30904

**DBE Contact Person:** Name: James Williams Phone: 706 667-9033

**DBE Certifying Agency:** GDOT Expiration Date: \_\_\_\_\_  
*Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.*

**Classification:** ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture  
☐ Manufacturer ☐ Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
Mechanical	HVAC & Plumbing	1	295,547.20
General	General Contractor	1	2,609,580.50

The Bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 2,905,127.20 Percent of total contract: 51 %

**AFFIRMATION:**

The above-named DBE firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: James Williams President  
(Signature) (Title)

\* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Business Name:  
--Select Value--

County:  
RICHMOND

Action Type:  
--Select Value--

Vendor Event Type:  
--Select Value--

Work Class Description:  
--Select Value--

NAICS:  
contains any  
--Select Value--

Certification  
Between

TIP: Due to the amount of information, the directory could take several minutes to load.

State of Georgia UCP Directory										
Processed on: Dec-06-2024 09:49 AM										
Business Name	Vendor Number	Contact	Fax	Phone	Address	Address Line 2	City	State	Zip Code	Email
ADVANCED COMMUNICATIONS CONCEPTS, INC.	00000000013562	Mr. GERALD V.LEE	(706)617-6383	(706)771-9396	2916 NELLIS COURT		AUGUSTA	GA	30906	contact@advancedcor
APK ELECTRIC, LLC	00000000018106	Mr. KELVIN WALKER		(702)619-4336	2635 CRANBROOK DRIVE		HEPHZIBAH	GA	30815	walker31210@gmail.c
CONTRACT MANAGEMENT, INC.	2CO593	Mr. JAMES WILLIAMS	(706)667-9034	(706)667-9033	1829 KILLINGSWORTH ROAD		AUGUSTA	GA	30904	gregoryw@contracting
DESK CHAPERONE	00000000018512	Ms. CHAKEL AYERS-BENNETT		(706)426-1766	246 ROBERT C DANIEL JR PKWY		AUGUSTA	GA	30909	info@deskchaperone.c
DJR'S WATER ICE, LLC	00000000015397	Ms. DEON JONES		(706)750-2112	264 DEERFIELD LANE		AUGUSTA	GA	30907	djrswaterice2017@yah

THIS CERTIFIES THAT

## Contract Management, Inc



\* Nationally certified by the: **GEORGIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 236220; 238220; 238990; 237110; 238110; 237310

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

11/27/2024

Issued Date

AT01495

Certificate Number

12/31/2025

Expiration Date

A handwritten signature in black ink, appearing to read "Ying", is positioned above the printed name and title.

**Ying McGuire**  
NMSDC CEO and President

A handwritten signature in black ink, appearing to read "Stacey Key", is positioned above the printed name and title.

**Stacey Key, President and CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1990

January 22, 2018

Teresa Bright, Managing Partner  
GPK, LLC  
600 Broad Street, Ste. 5E  
Augusta, GA 30901

**ANNIVERSARY DATE: Annually on January 22**

Teresa Bright:

Congratulations! The Georgia Department of Transportation has reviewed your Georgia Uniform Certification Disadvantaged Business Enterprise (DBE) application. Our evaluation of the information submitted with your request for certification indicates that your firm has met the criteria outlined in Federal Regulations 49 CFR, Part 26.

DBE Certification will be continuous; however, it is contingent upon the firm maintaining its eligibility annually through this office. You will receive an Annual Affidavit for Continuing Eligibility (AACE) and request for Personal Financial Statement (PRS) approximately thirty days prior to your firm's certification anniversary date. **The Annual Affidavit for Continuing Eligibility document must be completed, signed and returned to our office before your anniversary date in order to continue your firm's eligibility as a DBE.**

Your firm will be listed in Georgia's UCP DBE Directory which can be accessed through the Department's website: [www.dot.ga.gov](http://www.dot.ga.gov). Prime contractors and consultants can verify your firm's DBE certification status and identify the work area(s) for which the firm is DBE eligible through this Directory.

**Your GDOT Vendor ID Code is: 15174**


Your firm has been certified to provide the following services as outlined in the North American Industry Classification System (NAICS):


238130	Framing Contractors
238310	Drywall & Insulation Contractors

**It is your obligation to notify GUCP of any changes in ownership and/or control of your company.** If at any time during the year there is a change in ownership and/or control of your firm, you are required to notify this office of such change in writing by sworn affidavit and with supporting documents within thirty (30) days. Changes also include but are not limited to officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. Failure to do so will be deemed a failure, on your part, to cooperate and will result in immediate actions to remove DBE certification in accordance with **49 CFR Part 26, Section 26.83 (j)** of the Federal DOT Regulation.

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (404) 631-1972. Our fax number is (404) 631-1943.

Sincerely,

  
Betty C. Mason, Asst. EEO Administrator,

  
Kimberly A. King, EEO Director







**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

January 6, 2023

**CERTIFICATE OF REGISTRATION**  
**Vendor ID: 12848**

Georgia-Carolina Paving Company  
3020 Milledgeville Rd.  
Augusta GA 30904

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Registration is effective on the date of issue stated above and cancels and supersedes all Certificates previously issued:

**MAXIMUM CAPACITY RATING: \$2,750,000.00**

**CERTIFICATE EXPIRES: December 31, 2024**

**PRIMARY WORK CLASS/CODE: 400**

**SECONDARY WORK CLASS(ES)/CODE(S): 150, 206A, 310, 310A, 432, 432A, 441 and 550**

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 Subcontractor may request an extension of its current registration **prior** to the expiration date of the registration 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 registration. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved registration to lapse will leave the Subcontractor 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 Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

**Marc Mastronardi, P.E.**  
Marc Mastronardi, P.E.  
Chairman, Prequalification Committee/Contractors

Digitally signed by Marc Mastronardi, P.E.  
DN: C=US, E=mmastronardi@dot.ga.gov,  
O=Georgia Department of Transportation,  
OU=Division of Construction - Director,  
CN="Marc Mastronardi, P.E."  
Date: 2023.01.19 13:20:42-05'00'

MM:TKA



**UTILIZATION STATEMENT**  
**Disadvantage Business Enterprise (DBE)**

The undersigned Bidder has satisfied the requirements of the bid specification in the following manner.  
(Please mark the appropriate box)

- ☒ The Bidder is committed to a minimum of 13 % DBE utilization on this contract.
- ☐ The Bidder, while unable to meet the DBE contract goal of \_\_\_\_\_%, hereby commits to a minimum of \_\_\_\_\_% DBE utilization on this contract and submits the attached documentation as evidence demonstrating good faith efforts (GFE) in seeking participation by certified DBE firms.

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm or firms identified within the submitted Letter-of-Intent forms have agreed to perform a commercially useful function for the indicated work elements.

The undersigned further understands that no changes to this statement may be made without prior approval from the Owner and the Federal Aviation Administration.

Contract Management Inc.  
Bidder's / Offeror's Firm

James Williams  
Signature

12/06/2024  
Date

**DBE UTILIZATION SUMMARY**


Percentage	Contract amount	DBE Amount	Contract
DBE Prime Contractor ccCoContractor	\$ x 1.00 =	<u>2,905,127.20</u> <del>\$ 5,626,278.00</del>	<u>51</u> <del>% 100</del>
DBE Subcontractor	\$ x 1.00 =	<u>\$ 739,625.00</u>	<u>13%</u>
DBE Supplier	\$ x 0.60 =	\$	
DBE Manufacturer	\$ x 1.00 =	\$	
Total Amount DBE		<u>\$ 3,644,752.20</u>	<u>% 63</u>
DBE Goal		\$	

\* If the total proposed DBE participation is less than the established DBE goal, Bidder/Proposer must provide written documentation of the good faith efforts as required by 49 CFR Part 26. All participation will be calculated in accordance with 49 CFR Part 26 and its applicable subparts.

### Description of Good Faith Efforts

If you will not meet the Disadvantage Business Enterprises (DBE) goal set forth in the solicitation in addition to the information included on the Statement of Interested Subcontractors and Statement of Bid Proposals/Price Quotations submitted with your bid/proposal, please provide a narrative explanation of why you cannot meet the DBE goal and the steps taken to include DBEs in your proposal/bid. Describe specific actions (i.e. phone calls, etc.). Please provide copies of any solicitation notices sent, whether by email, fax or mail, and the amount of time given for response. Describe efforts to follow up initial communications. Identify the individuals from your organization who performed these activities. Attach additional pages as needed.

I hereby attest that I have exercised good faith efforts to meet the City's federally required Disadvantaged Business Enterprise goals for this Project. Despite such good faith efforts, I have not been able to meet the DBE goal for this Project.

  
Signature

James Williams                      President  
Name and Title (typed or printed)

Contract Management Inc.  
Name of Firm

Not Applicable!

### CHECKLIST OF GOOD FAITH EFFORTS

A Bidder or Proposer that does not meet the City's DBE participation benchmark is required to demonstrate that it made "good faith efforts." Please indicate whether any of the following actions were taken.

- |    | <u>Yes</u>               | <u>No</u>                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----|--------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | <input type="checkbox"/> | <input type="checkbox"/> | Attendance at a Pre-Bid Meeting, if any, scheduled by the City inform DBEs of subcontracting opportunities under a given solicitation; Advertisement for solicitation of DBEs in general circulation media, trade association publications, and minority-focus media, to provide notice of subcontracting opportunities.                                                                                                                                                                                                  |
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | Advertisement in general circulation media at least seven (7) days prior to Bid or proposal opening any and all Subcontractor opportunities. Proof of advertisement must be submitted with the Bid or Proposal.                                                                                                                                                                                                                                                                                                           |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | Provided interested DBEs with timely, adequate information about the plans, specifications, and other such requirements of the Contract to facilitate their quotation and conducted follow up to initial solicitations.                                                                                                                                                                                                                                                                                                   |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | Provided written notice to DBEs that their interest in subcontracting opportunities or furnishing supplies is solicited. Provided a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, and the amount of the quoted price if one was obtained.                                                                                |
|    | <input type="checkbox"/> | <input type="checkbox"/> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5. |                          |                          | Efforts were made to divide the work for DBE subcontracting in areas likely to be successful and identify portions of work available to DBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a Bidder/Proposer to perform the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting. |
| 6. | <input type="checkbox"/> | <input type="checkbox"/> | Efforts were made to assist potential DBE subcontractors to meet bonding, insurance or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that a DBE could not readily and economically obtain them in the marketplace.                                                                                                                                                                                            |
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of DBEs.                                                                                                                                                                                                                                                                                                                               |
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | Communication with the GDOT or the City's DBE Office seeking assistance in identifying available DBEs.                                                                                                                                                                                                                                                                                                                                                                                                                    |
|    | <input type="checkbox"/> | <input type="checkbox"/> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |



9. ☐ Exploration of joint venture opportunities with DBEs.

10. ☐ ☐ Other actions (specify): \_\_\_\_\_

Please provide written explanation to any "no" answers listed above (by number):

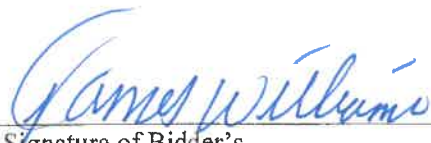
This list is a guideline and by no means exhaustive. The City will review these efforts, along with other documents, towards assessing the Bidder/Proposer's efforts to meet the City's DBE benchmark. If you require assistance in identifying certified DBEs, please contact the Procurement Department or check the GDOT website.

### CERTIFICATION OF PROMPT PAYMENT

The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime Contractor receives from the Owner. The prime Contractor further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the Owner. This clause applies to both DBE and non-DBE subcontractors.

James Williams  
Name of Bidder's  
Authorized Representative  
(Please Print or Type Name)

President  
Title of Bidder's  
Authorized Representative

  
Signature of Bidder's  
Authorized Representative

12/06/2024  
Date

## BID FORM

(Failure to furnish all requested data will be cause for considering BIDDER non-responsive and may render this BID invalid on that basis.)-

BID FOR: **BID ITEM #24-264 AUGUSTA REGIONAL AIRPORT  
CHECKPOINT MODERNIZATION**

SUBMITTED TO: Augusta, Georgia  
Attn: Procurement Director  
535 Telfair Street, Room 605  
Augusta, GA 30901

SUBMITTED BY: Contract Management Inc.

Bidder's Name

1829 Killingsworth Road

Address

Augusta, GA 30904

City, State and Zip Code

(706) 667-9033

Phone / Fax

12/06/2024

Date Completed

1. The undersigned, hereinafter called Bidder, in compliance with the "Notice to Bidders" accepting all of the terms and conditions of the "Instructions to Bidders," including without limitation those dealing with the disposition of the Bid Security; proposes and agrees, if awarded the Contract, to enter into an agreement with the Owner utilizing the form Contract included in the Bid Documents. Bidder shall furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work to be performed under the Contract within the time indicated in the contract, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner, for the amounts contained in this Bid Schedule.
2. This Bidder's bid shall remain open for ninety (90) calendar days after the day of Bid opening. If awarded a contract, Bidder will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen (15) calendar days after the date indicated in Owner's Notice of Award. If contract is to be awarded, Notice of Award will occur within ninety (90) calendar days of Bid opening.
3. In submitting this Bid, the Bidder represents that:
  - a. Bidder has become thoroughly familiar with the terms and conditions of the Bid Documents accepting the same as sufficient to indicate understanding of all the conditions and requirements under the Contract which will be executed for the Work.

- b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.
  - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
  - d. No member of the Augusta Board of Commissioners, Aviation Commission or other officers or employees of said Owner Is interested directly or indirectly in the bid or in any portion of the bid or in the Contract or any part of the Contract, which may be awarded the undersigned on the basis of such bid, without such full disclosure being made.
  - e. It is a condition of this bid and any subsequent contract entered into pursuant to this bid, and it shall be made a condition of each subcontract entered into pursuant to the prime contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his/her health or safety, as determined under Construction Safety and Health Standards, Title 29 , CFR Part 1518 36FR7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work hours and Safety Standards act, Stat. 96; that is further condition of this bid that Bidder shall be solely responsible for the enforcement of such Construction and Health Standards, and that Bidder fully understands that the Owner and its authorized representatives will not assume any liability resulting from the Contractor's failure to police and enforce all such standards.
  - f. The description under each bid item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications, and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.
  - g. The unit prices bid include all applicable taxes and fees. Bids shall also include appropriate provisions for price escalation for materials and labor including but not limited to increases in federal, state and local sales taxes and income or FICA taxes.
4. **Contract Time:** Bidder agrees that:
- a. The work will be completed within the timeframes described in the General Provisions and the Construction Documents.
  - b. Bidder shall commence work with an adequate force and equipment at the time stated in the Notice to Proceed and complete all work by the date established in said Notice. Bidder

shall not work overtime or on Saturdays, Sundays, or legal holidays except as specifically allowed by the Contract Documents and approved by the Owner.

- c. The quantities of work listed in the Bid Schedules are APPROXIMATE and are assumed solely for the comparison of bids. Compensation will be based upon the unit price bid and the ACTUAL quantities of work performed in accordance with the Contract Documents and as accepted by the ENGINEER.

5. **Bid Schedule:** See Bid Amount page BF-3.

**BID AMOUNT**

Base Bid proposed shall include the cost of all the work of the project.

Base Bid = \$ 5,676,278.00

Base Bid Written = Five Million Six hundred seventy-six thousand two hundred seventy-eight and zero dollars

**Alternates** - The following amounts shall be added to or deducted from the Bid Amount. Refer to Section 012300- Alternates.

Alternate #1: Add/(Deduct) \$ 30,000.00

Alternate #1 Written = THIRTY THOUSAND DOLLARS

6. **Determination of Low Bidder:** Low bidder will be determined based on the total of the base bid plus, if any alternates are included in documents, all bid alternates regardless of the alternates chosen for the project.
7. **Execution of Contract:** Bidder agrees that in case of failure on its part to execute the said Contract and Bonds within fifteen (15) days after the date indicated in the "Notice of Award," the check or bid bond accompanying this bid, and the money payable thereon, shall be paid to the Owner as liquidated damages for such failure; otherwise the Bid Security or check accompanying this bid shall be returned to the undersigned.
8. **Bid Documentation:** The following required documents are attached to and made a part of this bid
- a. Required Bid Security in the form of a Bid Bond payable to the order of City of Augusta, Georgia;
  - b. Performance of Work by Subcontractor List;
  - c. Performance of Work by Contractor List;
  - d. DBE Program Statement;
  - e. DBE Contractors Listing;
  - f. Bidder Assurance;
  - g. DBE Letter(s) of Intent to Perform Work as a Subcontractor;
  - h. Good Faith Effort forms (if necessary);



- i. Certificate of Prompt Payment;
- j. Certification of Compliance with FAA Buy American Preference;
- k. Offeror/Bidder Regarding Tax Delinquency and Felony Convictions.

9. Name and business address (mailing and street) of Bidder to which all formal notices shall be sent:

Contract Management Inc.

1829 Killingsworth Road, Augusta, GA 30904

10. The terms used in this bid, which are defined in the General Provisions of the Construction Contract as a part of the Contract Documents, have the meanings assigned to them in the General Provisions.

11. Bidder hereby acknowledges receipt of the following addenda:

Addendum No.	Date
<u>1</u>	<u>11/04/2024</u>
<u>2</u>	<u>11/25/2024</u>

12. The Bidder shall state on the line below, if a corporation, the name of state in which incorporated and the date of said corporation.

Corporation, Georgia, 12/15/1995

Signed this December day of 06, 20 24.

Contractor

By:

James Williams

(Signature of individual, partner or officer  
signing the Bid)

(SEAL)

RLCO001225

License Number

ATTEST:

Ola M. Williams

NOTE: If Contractor is a Corporation, Secretary should attest seal. Seal is required if Bidder is a Corporation.

If Contractor is a Partnership, all partners shall execute the bid (add spaces as required).