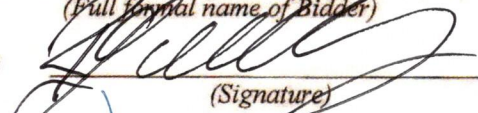
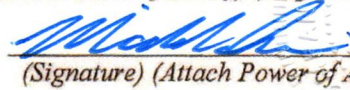
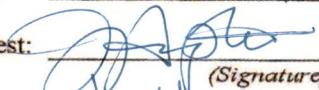
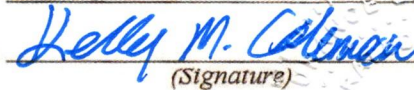


**BID BOND (PENAL SUM FORM)**

<p><b>Bidder</b> Name: The Scruggs Company d/b/a Sunbelt Asphalt Surfaces, Inc. Address (<i>principal place of business</i>): 1410 Sunbelt Way Auburn, GA 30011</p>	<p><b>Surety</b> Name: Western Surety Company and Liberty Mutual Insurance Company Address (<i>principal place of business</i>): WSC: 151 N. Franklin St., Chicago, IL 60606 LMIC: 175 Berkeley St., Boston, MA 02116</p>
<p><b>Owner</b> Name: City of Loganville Address (<i>principal place of business</i>): 4303 Lawrenceville Road Loganville, GA 30052</p>	<p><b>Bid</b> Project (<i>name and location</i>): 2026 Road Improvements Project Loganville, Georgia  Bid Due Date: May 26, 2026</p>
<p><b>Bond</b> Penal Sum: Five Percent of the Total Bid Amount - (5% TBA) Date of Bond: May 26, 2026</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder The Scruggs Company d/b/a Sunbelt Asphalt Surfaces, Inc.</p>	<p>Surety Western Surety Company and Liberty Mutual Insurance Company</p>
<p>(<i>Full formal name of Bidder</i>)</p>	<p>(<i>Full formal name of Surety</i>) (<i>corporate seal</i>)</p>
<p>By: </p>	<p>By: </p>
<p>Name: Jason Mulkey</p>	<p>Name: Michael Garcia</p>
<p>(<i>Printed or typed</i>)</p>	<p>(<i>Printed or typed</i>)</p>
<p>Title: DW. Vice Pres.</p>	<p>Title: Attorney-in-Fact</p>
<p>Attest: </p>	<p>Attest: </p>
<p>Name: Jo Hampton</p>	<p>Name: Kelly M. Coleman</p>
<p>(<i>Printed or typed</i>)</p>	<p>(<i>Printed or typed</i>)</p>
<p>Title: Contract Admin</p>	<p>Title: Attorney-in-Fact</p>

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# 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

**Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Jacob Boots, Stephanie Moore Harold, Melanie Salinas, Michael Garcia, Kelly M Coleman, Dylan Clark, Individually**

of Houston, TX, 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 24th day of February, 2026.



WESTERN SURETY COMPANY

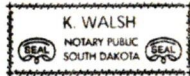
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 24th day of February, 2026, 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

December 4, 2031



K. Walsh, 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-Laws 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 26th day of May, 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 27<sup>th</sup> 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](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



POWER OF ATTORNEY

Certificate No: 8214058-022004

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

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies")...

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations...

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May, 2025.



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

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

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

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

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of May, 2026



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

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

**BID FORM**

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 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

**CITY OF LOGANVILLE, GEORGIA**

**4303 LAWRENCEVILLE ROAD**

**LOGANVILLE, GEORGIA 30052**

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—ATTACHMENTS TO THIS BID**

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number or GDOT Prequalification No.: 2SC900 as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; and
- G. Affidavits of Non-Collusion and O.C.G.A. 13-10-91(b)(1) federal work authorization program.

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	TRAFFIC CONTROL	LS	1	\$56,528.01	\$56,528.01
<b>BRIAR RUN COURT</b>					
2	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (H LIME MAY BE SUBSTITUTED WITH L.A.S.A. ANTI-STRIP)	TN	38	\$230.63	\$8,763.94
3	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME (H LIME MAY BE SUBSTITUTED WITH L.A.S.A. ANTI-STRIP)	TN	335	\$116.52	\$39,034.20
4	BITUMINOUS TACK COAT	GAL	325	\$5.39	\$1,751.75
5	MILL ASPH CONC PVMT, 1 ½ IN DEPTH	SY	4010	\$2.94	\$11,789.40
<b>LAKESIDE COURT</b>					
6	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (H LIME MAY BE SUBSTITUTED WITH L.A.S.A. ANTI-STRIP)	TN	27	\$275.11	\$7,427.97
7	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME (H LIME MAY BE SUBSTITUTED WITH L.A.S.A. ANTI-STRIP)	TN	245	\$120.11	\$29,426.95
8	BITUMINOUS TACK COAT	GAL	235	\$5.39	\$1,266.65
9	MILL ASPH CONC PVMT, 1 ½ IN DEPTH	SY	2930	\$3.61	\$10,577.30
<b>MANOR RIDGE DRIVE</b>					
10	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (H LIME MAY BE SUBSTITUTED WITH L.A.S.A. ANTI-STRIP)	TN	35	\$231.34	\$8,096.90
11	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME (H LIME MAY BE SUBSTITUTED WITH L.A.S.A. ANTI-STRIP)	TN	310	\$117.31	\$36,366.10
12	BITUMINOUS TACK COAT	GAL	300	\$5.39	\$1,617.00
13	MILL ASPH CONC PVMT, 1 ½ IN DEPTH	SY	3725	\$2.91	\$10,839.75
<b>BIG SAM CIRCLE</b>					
14	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (H LIME	TN	35	\$194.43	\$6,805.05

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	MAY BE SUBSTITUTED WITH L.A.S.A. ANTI-STRIP)				
15	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME (H LIME MAY BE SUBSTITUTED WITH L.A.S.A. ANTI-STRIP)	TN	310	\$122.60	\$38,006.00
16	BITUMINOUS TACK COAT	GAL	305	\$5.39	\$1,643.95
17	MILL ASPH CONC PVMT, 1 ½ IN DEPTH	SY	3710	\$2.92	\$10,833.20
18	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	24	\$93.63	\$2,247.12
<b>SAVANNAH PLACE</b>					
19	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (H LIME MAY BE SUBSTITUTED WITH L.A.S.A. ANTI-STRIP)	TN	30	\$212.89	\$6,386.70
20	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME (H LIME MAY BE SUBSTITUTED WITH L.A.S.A. ANTI-STRIP)	TN	250	\$126.41	\$31,602.50
21	BITUMINOUS TACK COAT	GAL	245	\$5.39	\$1,320.55
22	MILL ASPH CONC PVMT, 1 ½ IN DEPTH	SY	3010	\$3.51	\$10,565.10
<b>IVY CREEK DRIVE</b>					
23	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (H LIME MAY BE SUBSTITUTED WITH L.A.S.A. ANTI-STRIP)	TN	45	\$255.98	\$11,519.10
24	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME (H LIME MAY BE SUBSTITUTED WITH L.A.S.A. ANTI-STRIP)	TN	415	\$130.44	\$54,132.60
25	BITUMINOUS TACK COAT	GAL	400	\$5.39	\$2,156.00
26	MILL ASPH CONC PVMT, 1 ½ IN DEPTH	SY	4980	\$3.07	\$15,288.60
27	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	20	\$93.63	\$1,872.60
Total of All Unit Price Bid Items					\$417,864.99

## B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

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**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 *Bid Acceptance Period*
  - A. 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.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	5/21/26

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

- 6.01 *Bidder's Representations*
  - A. In submitting this Bid, Bidder represents the following:
    1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
    6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and

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observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no 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.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
  - a. 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.
  - b. 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.
  - c. 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.

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- d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

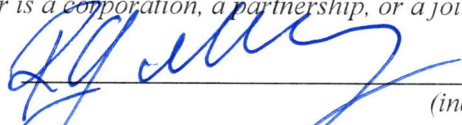
By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:  \_\_\_\_\_  
*(individual's signature)*

Name: Jason Mulkey \_\_\_\_\_  
*(typed or printed)*

Title: Division Vice President \_\_\_\_\_  
*(typed or printed)*

Date: May 22, 2026 \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
1410 Sunbelt Way  
Auburn, Ga. 30011  
\_\_\_\_\_

Bidder's Contact:

Name: Jason Mulkey \_\_\_\_\_  
*(typed or printed)*

Title: Division Vice President \_\_\_\_\_  
*(typed or printed)*

Phone: 770-867-5312 \_\_\_\_\_

Email: jmulkey@sunbeltasphalt.com \_\_\_\_\_

Address: 1410 Sunbelt Way  
Auburn, Ga. 30011  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) 2SC900 \_\_\_\_\_

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**COMPETITIVE BID AFFIDAVIT**

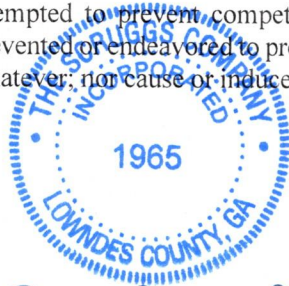
STATE OF GEORGIA

Jason Mulkey, being first duly sworn, deposes and says that:

- 1. He/She is the Officer of  
(Owner, Partner, Officer, Representative or Agent)

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc. the Bidder that has submitted the attached Bid;

- 2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
- 3. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatever; nor prevented or endeavored to prevent anyone from making a bid or proposal therefor by any means whatever; nor cause or induce another to withdraw a bid or proposal for the work.



By: [Signature]  
 Its: Division Vice President  
 (Title)

Subscribed and sworn to before me this 22 day of May, 2026

[Signature]  
 Notary Public  
 My Commission expires: 11/1/27



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**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc. (*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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

140055  
Federal Work Authorization User Identification Number

07/29/2008  
Date of Authorization

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc.  
Name of Contractor

2026 ROAD IMPROVEMENTS PROJECT  
Name of Project

City of Loganville  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct and that this affidavit was executed in Suburn, Georgia this 22 day of May, 2026

[Signature]  
Signature of Authorized Officer or Agent  
Jason Mulkey Division Vice President  
Printed Name / Title of Authorized Officer or Agent

SWORN TO AND SUBSCRIBED before me  
this 22 day of May, 2026

[Signature]  
Notary Public  
My Commission Expires: 11/1/27



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**Systematic Alien Verification for Entitlements (SAVE) Program  
O.C.G.A. § 50-36-1(e)(2) Affidavit**

By executing this affidavit under oath, as an applicant for a supplier of goods/services, as referenced in O.C.G.A. § 50-36-1, from The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc. (name of government entity), the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1.  I am a United States citizen.
- 2.  I am a legal permanent resident of the United States.
- 3.  I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:  
Drivers License

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, and face criminal penalties as allowed by such criminal statute.

Executed in Auburn (city), Georgia (state).

  
 \_\_\_\_\_  
 Signature of Applicant  
 Jason Mulkey Division Vice President  
 \_\_\_\_\_  
 Printed Name/Title of Applicant

SWORN TO AND SUBSCRIBED before me  
this 22 day of May, 2026

  
 \_\_\_\_\_  
 Notary Public  
 My Commission Expires: 11/27



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**Proposed Subcontractors**

Big Apple Services, Inc.

678-577-0818

Thermoplastic Stripping

**Proposed Suppliers**

The Scruggs Company d.b.a. Sunbelt Asphalt Surfaces, Inc.

1410 Sunbelt Way,

Auburn, Ga. 30011

770-867-5312

Asphalt Material

**ADDENDUM NO. 1  
TO  
CONTRACT DOCUMENTS  
2026 ROAD IMPROVEMENTS PROJECT  
LOGANVILLE, GEORGIA**

**BIDS DUE MAY 26, 2026**

The following modifications are hereby introduced as a part of the Contract Documents:

1. Delete Specification 004100 – Bid Form dated 04/23/26, and replace with the revised attached Bid Form dated 05/21/26. The following changes were made
  - A. Recycled Asph Conc Patching, Incl Bitum Matl & H Lime bid item for each street was updated to include H Lime may be substituted with L.A.S.A. anti-strip
  - B. Recycled Asph Conc 9.5 mm Superpave, Type II, GP 2 Only, Incl Bitum Matl & H Lime for each street was updated to include H Lime may be substituted with L.A.S.A. anti-strip.

Addendum Prepared By  
KECK & WOOD, INC.  
May 21, 2026

# PROPOSER'S QUESTIONS

Project: Loganville - 2026 Road Improvements Project

Date: 05/12/26

Project No. 260202

Received By: Ken Peters

Response By: Ken Peters

Caller: Dylan Chandler

Phone No.: 706-540-2619

Company: Garrett Paving Company

Fax No.: \_\_\_\_\_

Address: 1195 Winterville Road

City: Athens

State: GA

Zip: 30605

1

Inquiry No.

## Questions

No.	Question
1	What is the desired depth for the patching?
2	What type of mix should be used for the patching?
3	
4	
5	
6	
7	
8	
9	
10	

## Responses

No.	Response
1	We anticipate the patching depth to be 4" or down to the GAB if less than 4".
2	The patching mix should be 19 mm Superpave.
3	
4	
5	
6	
7	
8	
9	
10	

*Information hereon or attached is furnished only for proposers' convenience and does not represent an addendum nor modification of the Contract Documents.*

## PROPOSER'S QUESTIONS

Project: Loganville - 2026 Road Improvements Project

Date: 05/20/26

Project No. 260202

Received By: Ken Peters

Response By: Ken Peters

Caller: Multiple

Phone No.: \_\_\_\_\_

Company: Multiple

Fax No.: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

2

Inquiry No.

### Questions

No.	Question
1	Per the GDOT bulletin allowing the substitution of H Lime with L.A.S.A. antistrip, is the City agreeable to using L.A.S.A. in the asphalt mix types in place of lime?
2	Please confirm the asphalt milling price for patching is covered in the per-ton price.
3	Will patching be required at a minimum width of 7 feet, or is there a minimum dimension specified for patching?
4	Will the City consider granting extensions to the contract time in the event of unforeseen delays, such as inclement weather & rain?
5	Does the project require a shuttle buggy?
6	Existing asphalt thickness? Does the City have any record of existing pavement section (asphalt) for these six streets? Any Cores taken?
7	Who will perform the testing?
8	
9	
10	

### Responses

No.	Response
1	Yes.
2	The cost for milling the additional depth for patching should be included in the per-ton price.
3	No minimum patching width is specified. Width will be based on what is required for each area determined to need patching.
4	Yes. Proper documentation will need to be provided verifying a need for time extensions due to unforeseen delays.
5	No.
6	The existing asphalt thickness is unknown. No cores have been taken.
7	No testing will be required.
8	
9	
10	

*Information hereon or attached is furnished only for proposers' convenience and does not represent an addendum nor modification of the Contract Documents.*