



STAFF MEMO: **FINANCIAL**

TO: Honorable Mayor and City Council Members
FROM: Sara Leaders, PE, Public Works Director
DATE: Submitted on February 13, 2024, for the February 21, 2024, Regular City Council Meeting

DocuSigned by:
Sara Leaders
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AGENDA ITEM: Consideration of a Construction Services Agreement between the City of Milton and Wilson Construction Management, LLC. for Bethany Bend Traffic and Pedestrian Improvements.

PROJECT DESCRIPTION

This bid was a combination of 3 projects due to proximity and economy of scale. The projects include Bethany Bend at Bethany Creek mini roundabout with pedestrian crossings, Bethany Bend pedestrian crossing and median near Serenade Court, and Bethany Creek resurfacing. This contract includes all materials, labor, and equipment to complete this work.

PROCUREMENT SUMMARY

Purchasing method used: Bid Award-ITB (Over \$50,000)

Account Number:

TSPLOST – Mini Roundabout	335-4101-541410000 (TS2-2316) \$672,910.50
TSPLOST – Pedestrian Crossing	335-4101-541420000 (TS2-2210) \$142,333.50
TSPLOST - Paving	335-4101-541440000 (TS2-2319) \$249,850.00
Sidewalk	300-4101-541401300 \$38,450.00

Requisition Total: \$1,103,544.00

REVIEW & APPROVALS

Financial Review: Karen Ellis, Finance Director – February 14, 2024

Legal Review: Jennifer McCall, Jarrard & Davis, LLP – February 6, 2024

Concurrent Review: Steven Krokoff, City Manager

Attachments: Construction Services Agreement

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Karen Ellis
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DocuSigned by:
Steven Krokoff
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CONSTRUCTION SERVICES AGREEMENT

Bethany Bend Traffic and Pedestrian Improvements

This Construction Services Agreement (the “Agreement”) is made and entered into this ____ day of ____, 20__ (the “Effective Date”), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and Milton City Council located at 2006 Heritage Walk, Milton, GA 30004, (hereinafter referred to as the “City”), and **WILSON CONSTRUCTION MANAGEMENT, LLC**, a Georgia limited liability company located at 6365 McDonough Dr, Norcross, GA 30093, (hereinafter referred to as the “Contractor”), collectively referred to herein as the “Parties”.

W I T N E S S E T H:

WHEREAS, the City desires to retain a contractor to perform services for the construction of a Project, as defined below; and

WHEREAS, the City solicited bids for construction of the Project pursuant to the Request for Bids, dated December 20, 2023, attached hereto as “**Exhibit A**” and incorporated herein by reference; and

WHEREAS, the Contractor submitted a complete and timely bid, attached hereto as “**Exhibit B**” and incorporated herein by reference, and met all bid requirements such that the City awarded Project Number ITB 24-PW03, Bethany Bend Traffic and Pedestrian Improvements to the Contractor; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, based upon Contractor’s bid, the City has selected Contractor as the successful bidder, and

WHEREAS, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance

of Work, and Contractor is aware that it must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

Section 1. Contract Documents

This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the “Contract Documents”:

- A. Request for Bids, attached hereto as **“Exhibit A”**;
- B. Bid Documents from Contractor, dated January 17, 2024, attached hereto as **“Exhibit B”**;
- C. Scope of Work, attached hereto as **“Exhibit C”**;
- D. Any required Performance Bond, Payment Bond, and Maintenance Bond, attached hereto collectively as **“Exhibits D.1, D.2, and D.3”**;
- E. Noncollusion Affidavit of Prime Bidder, attached hereto as **“Exhibit E”**;
- F. Final Affidavit, attached hereto as **“Exhibit F”**;
- G. Alien Employment affidavits, attached hereto as **“Exhibits G.1 and G.2”**;
- H. Plans, drawings and specifications, attached hereto collectively as **“Exhibit H”**;
- I. Additional Payment/Retainage Requirements, attached hereto as **“Exhibit I”**;
- J. Key Personnel, attached hereto as **“Exhibit J”**
- K. Contract Administration provisions (if issued), attached hereto as **“Exhibit K”**;
- L. General Conditions (if issued), attached hereto as **“Exhibit L”**;
- M. Supplementary Conditions (if issued), attached hereto as **“Exhibit M”**;
- N. **“Exhibit N” ~ Reserved**;
- O. City of Milton Code of Ethics (codified in the official Code of the City of Milton);
- P. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Change Orders (defined in Section 6

below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description; Architect; Engineer; Contract Administrator

- A. Project. A general description of the Project is as follows: provide road construction services for the installation of a roundabout at the intersection of Bethany Bend at North Bethany Creek Drive and South Bethany Creek Drive, and pedestrian roadway improvements along Bethany Bend at Serenade Court all in Milton, Georgia, (the “Project”). A third-party Architect or Engineer (as identified below) **has not** been retained related to this Project.
- B. Architect/Engineer (if any).
- (i) Architect [if applicable]. The Project has been designed by _____ N/A _____ (hereinafter referred to as the “Architect”). The Architect will have authority to act on behalf of the City only to the extent provided in the Contract Documents, unless otherwise modified in accordance with the provisions of this Agreement.
- (ii) Engineers [if applicable]. The Project has been designed by _____ Columbia Engineering and Services, Inc. and KCI Technologies, Inc. _____ (hereinafter referred to as the “Engineers”). The Engineers will have authority to act on behalf of the City only to the extent provided in the Contract Documents, unless otherwise modified in accordance with the provisions of this Agreement.
- C. Contract Administrator. The Contract Administrator for this Agreement shall be: Matthew Fallstrom, Capital Projects Manager.

Section 3. The Work

- A. The Work. The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Scope of Work provided in “**Exhibit C**”, attached hereto and incorporated herein by reference. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the City, as

determined by the City in its sole discretion, shall govern.

- B. Notice to Proceed. The City will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work (“Commencement Date”) and the Expected Date of Final Completion (defined in Section 4(A) below). Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.
- C. Plans; Drawings and Specifications. The plans, drawings and specifications provided in **“Exhibit H”**, attached hereto, are hereby acknowledged by the Parties and incorporated herein by reference.
- D. Shop Drawings, Product Data, and Samples. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents, but must be in conformity therewith. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required by the Contract Documents, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
 - (i) “Shop Drawings” are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
 - (ii) “Product Data” are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
 - (iii) “Samples” are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

The Contractor shall review for compliance with the Contract Documents and shall approve and submit to the Contract Administrator Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Contract Administrator without action. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples

or similar submittals until the respective submittal has been approved in writing by the Contract Administrator, provided that submittals that are not required by the Contract Documents may be returned without action.

The Work shall be completed in accordance with approved submittals, provided that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Contract Administrator's approval of Shop Drawings, Product Data, Samples or similar submittals, unless the Contractor has specifically informed the Contract Administrator in writing of such deviation at the time of submittal and (1) the Contract Administrator has given written approval to the specific deviation as a minor change in the Work, or (2) a written Change Order has been issued and approved to authorize the deviation. The Contract Administrator's approval of the Shop Drawings, Product Data, Samples or similar submittals shall not relieve the Contractor of responsibility for errors or omissions therein.

The Contractor shall, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, direct the Contract Administrator's attention to any additional revisions included other than those requested by the Contract Administrator on previous submittals. In the absence of such written notice drawing the Contract Administrator's attention to such additional revisions, the Contract Administrator's approval of a resubmission shall not apply to such additional revisions.

The Contractor shall maintain at the Project site(s) one record copy of the Contract Documents in good order and marked currently to record field changes and selections made during construction and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the City and Contract Administrator and shall be delivered to the Contract Administrator or City upon completion of the Work.

Section 4. Contract Term; Liquidated Damages; Expedited Completion; Partial Occupancy or Use

- A. Contract Term. The term of this Agreement ("Term") shall commence on the Effective Date and continue until the earlier of the Expected Date of Final Completion or the proper termination and non-renewal of this Agreement (provided that certain obligations, including but not limited to Warranty obligations, will survive termination/expiration of this Agreement). Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement within five (5) business days of the Commencement Date provided by the City, and the Parties intend that all Work shall be completed on or before September 30, 2024 (the "Expected Date of Final Completion"). Every effort will be made by Contractor to shorten this period. If the Term of this Agreement continues beyond the fiscal year in which this Agreement is executed, the Parties agree that this Agreement, as required by

O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the City on September 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year absent the City's provision of written notice of non-renewal to Contractor at least five (5) calendar days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the City.

- B. Time is of the Essence. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that City will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents.
- C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents. If, in the judgment of the City, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the City, shall immediately take action to increase the rate of work placement by:
- (1) An increase in working forces;
 - (2) An increase in equipment or tools;
 - (3) An increase in hours of work or number of shifts;
 - (4) Expediting delivery of materials; and/or
 - (5) Other action proposed if acceptable to City.

Within five (5) calendar days after such notice from City that the Work is behind schedule, the Contractor shall notify the City in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the City deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the City's approval and such approval is provided in writing by the City.

- D. Partial Occupancy or Use. The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement between the City and Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the City, Contractor and Contract Administrator shall jointly inspect the area to be occupied, or portion

of the Work to be used, in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

Section 5. Contractor's Compensation; Time and Method of Payment

- A. Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **ONE MILLION, ONE HUNDRED THREE THOUSAND, FIVE HUNDRED FORTY-FOUR AND 00/100 DOLLARS (\$1,103,544.00)** (the "Maximum Contract Price"), except as outlined in Section 6 below. The compensation for Work performed shall be based upon unit pricing, and Contractor represents that the Maximum Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement.
- B. Additional Payment Requirements. Additional payment requirements are included as "**Exhibit I**", attached hereto and incorporated herein by reference.
- C. Material Deviations. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the City *before* charges are incurred and shall be handled through written Change Orders, as described in Section 6 below. Whenever the Contract Administrator considers it necessary or advisable, it shall have authority to require inspection or testing of the Work. However, neither this authority of the Contract Administrator nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contract Administrator to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- D. Taxes. The City is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. At Contractor's request, City shall provide evidence of its tax-exempt status. To the extent, if any, that the City furnishes tangible personal property to Contractor for incorporation into the Project, Contractor shall be responsible for paying the amount of tax owed for such tangible personal property.

Section 6. Change Orders

- A. Change Order Defined. A "Change Order" means a written modification of the Contract Documents, signed by representatives of the City and the Contractor with appropriate authorization.
- B. Right to Order Changes. The City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and

executed by the Contractor and the City. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the City in its sole discretion, the City shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.

- C. Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of the City and the Contractor.
- D. Authority to Execute Change Order. The City Manager has authority to execute, without further action of the Milton City Council, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section 5(A) above. Any such Change Orders materially altering the terms of this Agreement, or any Change Order affecting the price where the Maximum Contract Price (as amended) is in excess of \$50,000, must be approved by resolution of the Milton City Council.
- E. Minor Changes in the Work. The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

Section 7. Covenants of Contractor

- A. Ethics Code; Conflict of Interest.
 - (i) Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of his knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify the City. If the City determines that a conflict of interest exists, the City may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. The City shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not

notify the City within five (5) business days of becoming aware of the existence of the conflict of interest.

- (ii) Contractor and the City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. The Contractor and the City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a contract to the prime Contractor or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

- B. Meetings. The Contractor is required to meet with the City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the City. Meetings will occur as problems arise and will be coordinated by the City or the Contract Administrator. The Contractor will be given a minimum of three (3) full business days' notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract for cause.
- C. Expertise of Contractor. Contractor accepts the relationship of trust and confidence established between it and the City, recognizing that the City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of City and the Project in accordance with City's requirements and procedures, and Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.
- D. Proper Execution by Contractor. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements,

and Georgia's Open Records Act (O.C.G.A. § 50-18-70, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not complying with the Contract Documents or not meeting the applicable standard of care or quality, including but not limited to those of repeated procedures and compensation for the Contract Administrator's services or expenses, will be provided at Contractor's expense and at no additional cost to the City. This provision shall survive termination of this Agreement.

It is the Contractor's responsibility to be reasonably aware of all applicable laws, statutes, ordinances, building codes, and rules and regulations. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Contract Administrator and the City in writing of any portions of the Contract Documents that are at variance with the applicable laws, statutes, ordinances, building codes, and rules and regulations.

The Contractor's duties shall not be diminished by any approval by the City or Contract Administrator of Work completed or produced; nor shall any approval by the City or Contract Administrator of Work completed or produced release the Contractor from any liability therefor, it being understood that the City is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

Organization of the specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

E. Familiarity with the Work.

- (i) *Contractor Familiarity with Work.* Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents, site conditions, authorities, tests, reports and studies relative to that portion of the Work, as well as the information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site(s) affecting it. Contractor represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, inconsistencies, or ambiguities in the Contract Documents; however, any errors, inconsistencies, omissions, or ambiguities discovered by the

Contractor shall be reported promptly to the Contract Administrator and City in writing. Contractor represents that it has given the City written notice of all errors, omissions, inconsistencies, or ambiguities that the Contractor has discovered in the Contract Documents so far, and the written resolution thereof by the City is acceptable to the Contractor. Further, Contractor acknowledges that its obligation to give notice of all such errors, omissions, inconsistencies, or ambiguities shall be continuing during the Term of this Agreement. Any failure on the part of the Contractor to notify the Contract Administrator and City in writing of any errors, omissions, inconsistencies, or ambiguities in the Contract Documents that Contractor discovered or reasonably should have discovered shall result in a waiver and full release by the Contractor of any future arguments or defenses based on such errors, omissions, inconsistencies, or ambiguities against the City. Further, if the Contractor fails to perform its obligations pursuant to this paragraph, the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations.

- (ii) *Inspection of Prior Work.* If part of the Contractor's Work depends for proper execution or results upon construction or operations by a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Contract Administrator apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the City's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable, and Contractor shall be responsible for all costs and damages resulting from its failure to report reasonably discoverable defects.
- (iii) *Contractor Requests for Information.* If, with undue frequency (as determined by the City in its sole discretion), the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations or clarifications, the Contractor shall be liable to the City for reasonable charges from the Contract Administrator for the additional services required to review, research and respond to such requests for information.

- F. Supervision, Inspection and Construction Procedures. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such

means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the City and Contract Administrator and shall not proceed with that portion of the Work without further written instructions from the City or Contract Administrator as approved in writing by the City.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the Contractor or Contractor's subcontractors or sub-subcontractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project site(s) by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City and Contract Administrator in writing.

- G. Tests and Inspections. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, or ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made promptly at an appropriate time to avoid unreasonable delay in the Work. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Contract Administrator timely notice of when and where tests and inspections are to be made so that the Contract Administrator may be present for such procedures. Required permits or certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the Contract Administrator within ten (10) calendar days of issuance.

- H. Budgetary Limitations. Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the City.
- I. City's Reliance on the Work. The Contractor acknowledges and agrees that the City does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the City bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.
- J. Contractor's Reliance on Submissions by the City. Contractor must have timely information and input from the City in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the City, but Contractor shall be required to provide immediate written notice to the City if Contractor knows or reasonably should know that any information provided by the City is erroneous, inconsistent, or otherwise problematic.
- K. Uncovering and Correction of Work. If a portion of the Work is covered contrary to the Contract Administrator's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Contract Administrator, be uncovered for examination by the Contract Administrator and be replaced at the Contractor's expense without change in the Agreement Term.

If a portion of the Work has been covered which the Contract Administrator has not specifically requested to examine prior to its being covered or which the Contract Documents did not require to remain uncovered until examined, the Contract Administrator may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the City's expense, which expense shall be agreed upon in writing prior to being incurred. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense, unless the condition was caused by the City, in which event the City shall be responsible for payment of such costs including reasonable charges, if any, by the Contract Administrator for additional service, which expense shall be agreed upon in writing prior to being incurred.

If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Maximum Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

- L. Clean Up. Contractor shall keep the Project site(s) and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the City may do so, and the cost thereof shall be charged to the Contractor.
- M. Contractor's Representative. DANIEL MILLER, V.P., shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.
- N. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the City. Nothing contained in this Agreement shall be construed to make the Contractor, or any of its employees, servants or subcontractors, an employee, servant or agent of the City for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, agents, or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the City by virtue of this Agreement with the Contractor. Any provisions of this Agreement that may appear to give the City the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the City may hire additional entities to perform Work related to this Agreement.

Inasmuch as the City and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and

then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

- O. Responsibility of Contractor and Indemnification of City. The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the City on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City and the City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of the Contractor, its subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

P. Insurance.

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents,

representatives, employees or subcontractors. All policies shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with coverage and limits no less than:
- (a) *Commercial General Liability*: \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).
 - (b) *Commercial Automobile Liability (owned, non-owned, hired)*: \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) *Workers’ Compensation and Employers’ Liability*: Workers’ Compensation policy with limits as required by the State of Georgia and Employers’ Liability limits of \$1,000,000 (one million dollars) per occurrence or disease.
 - (d) *Builder’s Risk Insurance*: Contractor shall provide a Builder’s Risk Insurance Policy to be made payable to the City and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Maximum Contract Price, written on a Builder’s Risk “All Risk,” or its equivalent. The policy shall provide, or be endorsed to provide, as follows: “The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by City; and iii) Performance of Work in connection with construction operations insured by the City, by its agents or lessees, or other contractors of the City or using agency.” The insurance coverage shall include

extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

- (e) *Commercial Umbrella Liability Coverage:* \$____N/A_____ per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, and Employers' Liability.

- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing so that the City may ensure the financial solvency of the Contractor; self-insured retentions should be included on the certificate of insurance.

- (4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:

- (a) General Liability, Automobile Liability and Umbrella Liability Coverage.

- (i) *Additional Insured Requirement.* The City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

- (ii) *Primary Insurance Requirement.* The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

- (iii) *Reporting Requirement.* Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (iv) *Separate Coverage.* Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
 - (v) *Defense Costs/Cross Liability.* Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) *Subrogation.* The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the City.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the City.
- (c) All Coverages:
 - (i) *Notice Requirement.* Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to the City. The City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.
 - (ii) *Starting and Ending Dates.* Policies shall have concurrent starting and ending dates.
 - (iii) *Incorporation of Indemnification Obligations.* Policies shall include an endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement, including but not limited to Section 7(O) of this Agreement.
- (5) Acceptability of Insurers: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurer(s) with an A.M. Best Policyholder's rating of

no less than “A-” and with a financial rate of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

- (6) Verification of Coverage: Contractor shall furnish to the City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming the City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor’s insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The City reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
- (9) Progress Payments: The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractor or insurance carriers from providing the coverage required in this Agreement.

Q. Bonds. In public works construction contracts valued at more than one hundred thousand dollars (\$100,000.00) or road construction/maintenance contracts valued at five thousand dollars (\$5,000.00) or more, or in any other instance where the City has elected to include such bond requirements as exhibits to this Agreement, the Contractor shall provide Performance, Payment, and Maintenance bonds on the forms attached hereto as **“Exhibits D.1, D.2, and D.3”** and with a surety licensed to do business in Georgia and listed on the Treasury Department’s most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

- R. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the City. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the City shall have no obligation to them.
- S. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, the City shall not enter into a contract for the physical performance of services unless:
- (1) the Contractor shall provide evidence on City-provided forms, attached hereto as **“Exhibits G.1 and G.2”** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use 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, and that they will continue to use the federal work authorization program throughout the contract period, **or**
 - (2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **“Exhibit G.1”**, and submitted such affidavit to City or provided the City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as **“Exhibit G.2”**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the City within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City Contractor or Contractor's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with the City, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the City thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] [DESIGNATE/MARK APPROPRIATE CATEGORY]

- ☐ 500 or more employees.
- ☐ 100 or more employees.
- ☒ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

T. Records, Reports and Audits.

(1) Records:

- (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the City under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with applicable law and requirements

prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by City under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

- (2) Reports and Information: Upon request, the Contractor shall furnish to the City any and all Records in the form requested by the City. All Records stored on a computer database must be of a format compatible with the City's computer systems and software.

- (3) Audits and Inspections: At any time during normal business hours and as often as the City may deem necessary, Contractor shall make available to the City or City's representative(s) for examination all Records. The Contractor will permit the City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for City or City's representative(s) to access and inspect the Records, or, at the request of the City, shall make the Records available for inspection at the City's office. Further, Contractor shall permit the City or City's representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, the City or City's representative(s) shall not interfere with or disrupt such activities.

- U. Confidentiality. Contractor acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Contractor acknowledges that the City's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

- V. Licenses, Certifications and Permits. The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the Contractor by any and all national, state, regional, county or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, which are customarily secured after execution of the Agreement and which are legally required. Contractor shall furnish copies of such permits, licenses, etc. to the City within ten (10) days after issuance.
- W. Key Personnel. All of the individuals identified in **"Exhibit J"**, attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the Project team, as listed in **"Exhibit J"**, without written approval of the City. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination.
- X. Authority to Contract. The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.
- Y. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the City, and the City shall be entitled to full access and copies of all Materials in the form prescribed by the City. Any Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the City whether or not the Project or Work is commenced or completed, provided, however, that Contractor may retain a copy of any deliverables for its records. The

Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged, or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the City, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

Z. Nondiscrimination. During the performance of this Agreement, the Contractor agrees as follows:

1. Compliance with Regulations. The Contractor shall comply with the Regulations, hereinafter defined, relative to nondiscrimination in federally-assisted programs of the Department of Transportation (the "DOT"), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. The Contractor, with regard to the Work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of employees or subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiations made by the Contractor for Work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the County, GDOT, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County, or GDOT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain such information.

5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscriminatory provision of this Agreement, County shall impose contract sanctions as it or GDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the Contractor under the Agreement until Contractor complies; and/or

(b) Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issue thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the County or GDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctioning noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interest of the County and, in addition, the Contractor may request the Georgia Department of Transportation to enter into such litigation to protect the interests of the State and the United States to enter into such litigation to protect the interests of the United States.

Consultants Assisting with Procurement. As required by O.C.G.A. § 36-80-28, if the Agreement requires the Consultant to prepare, develop, or draft specifications or requirements for a solicitation (including bids, requests for proposals, procurement orders, or purchase orders) or to serve in a consultative role during a bid or proposal evaluation or negotiation process: (a) the Consultant shall avoid any appearance of impropriety and shall follow all ethics and conflict-of-interest policies and procedures of the City; (b) the Consultant shall immediately disclose to the City any material transaction or relationship, including, but not limited to, that of the Consultant, the Consultant's employees, or the Consultant's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Agreement; and (c) the Consultant agrees and acknowledges that any violation or threatened violation of this paragraph may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

Section 8. Covenants of the City

- A. Right of Entry. The City shall provide for right of entry for Contractor and Contractor's equipment as required for Contractor to complete the Work; provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.
- B. City's Representative. Matthew Fallstrom, Capital Projects Manager shall be authorized to act on the City's behalf with respect to the Work as the City's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above.

Section 9. Final Project Documents; Warranty

- A. Final Project Documents. Prior to final payment, Contractor shall deliver to City a written assignment of all warranties, guaranties, certificates, permits, and other documents, including without limitation, all contractors' and manufacturers' warranties. At such time, Contractor shall also deliver to the City copies of all as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the City.
- B. Warranty. The Contractor warrants to the City and the Contract Administrator that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. This warranty excludes remedy for damage or defect caused by abuse by the City or modifications to the Work not executed by the Contractor or an employee/subcontractor/sub-subcontractor thereof.

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within 1 year(s) (the "Warranty Period") from the date of Final Completion (as defined in "**Exhibit I**", attached hereto and incorporated herein by reference) at no additional cost to the City. Further, Contractor shall provide all maintenance services, including parts and labor, for 2 year(s) (the "Maintenance Period") from the date of Final Completion at no additional cost to the City. An inspection shall be conducted by the City or its representative(s) near the completion of the respective Warranty Period/Maintenance Period to identify any issues that must be resolved by the Contractor. After the expiration of the Maintenance Period, City shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the equipment; however, expiration of any Warranty Period or Maintenance Period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond any Warranty Period or Maintenance Period. City may purchase additional maintenance services from the Contractor upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be incorporated herein by this reference.

Section 10. Termination

- A. For Convenience. The City may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar

days in advance of the termination date.

- B. For Cause. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of City's failure to pay the Contractor within thirty (30) calendar days of Contractor providing the City with notice of a delinquent payment and an opportunity to cure. The City may terminate this Agreement for cause as provided in Section 11 of this Agreement. The City shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The City shall then make alternative arrangements for completion of the Project.
- C. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in Section 4(A) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the City.
- D. Payment. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, and except as otherwise provided herein, the City shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 5 herein. The City shall have no further liability to Contractor for such termination. At its sole discretion, the City may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.

If this Agreement is terminated for cause, the City will make no further payment to the Contractor or its Surety until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, City shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the City.

- E. Assumption of Contracts. The City reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The City will promptly notify the Contractor of the contracts the City elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.
- F. Conversion to Termination for Convenience. If the City terminates this Agreement for cause and it is later determined that the City did not have grounds to do so, the

termination will be converted to and treated as a termination for convenience under the terms of Section 10(A) above.

- G. Requirements Upon Termination. Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible if requested to do so by the City, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the City.
- H. Reservation of Rights and Remedies. The rights and remedies of the City and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 11. City's Rights; Contractor Default

- A. City Rights Related to the Work.
 - (i) *City's Right to Stop the Work.* If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the City may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. Such a stoppage of Work shall not extend the Expected Date of Final Completion of the Work.
 - (ii) *City's Right to Carry Out the Work.* If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the City to commence and/or continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the Architect/Engineer's and/or Contract Administrator's additional services (if any) made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.
- B. Contractor Default. For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement: (a) a failure to fulfill in a timely and proper manner Contractor's obligations under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or covenants of this Agreement or any applicable city, state, or federal laws, which do

not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds \$100,000 and is no longer subject to appeal or, in the opinion of the City, would be fruitless to appeal and where (i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30) calendar days, (ii) an insurer acceptable to the City has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the City is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.

In the event of Contractor's default under this Agreement, the City shall send written notice to the Contractor setting forth the specific instances of the default and providing the Contractor with at least seven (7) calendar days to cure or otherwise remedy the default to the reasonable satisfaction of the City. If the default is not remedied during the stated cure period, then the City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge the Contractor for the costs of curing the default against any sums due or which become due to the Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the City for such default.

Section 12. Construction Administration

If a Contract Administrator other than the City has been hired in relation to the Project, the Contract Administrator's administration of the construction of the Project shall be as described in **"Exhibit K"**, attached hereto. The Contractor agrees to the construction administration provisions contained in **"Exhibit K."**

Section 13. Miscellaneous

- A. Complete Agreement. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Contractor submits to the

jurisdiction and venue of such court.

- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- D. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.
- E. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the City for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.
- F. Notices.

(1) Communications Relating to Day-to-Day Activities.

All communications relating to the day-to-day activities of the Work shall be exchanged between Matthew Fallstrom for the City and Daniel Miller for the Contractor.

(2) Official Notices.

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent *via* national overnight commercial carrier to the Party at the addresses given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith:

NOTICE TO CITY shall be sent to:

City of Milton
Attn: Procurement Manager
2006 Heritage Walk
Milton, Georgia 30004

NOTICE TO CONTRACTOR shall be sent to:

Wilson Construction Management, LLC
Attn: Nathaniel Wilson
6365 McDonough Dr
Norcross, GA 30093

- G. Waiver of Agreement. No failure by the City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the City's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.
- H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, warranties, and insurance maintenance requirements.
- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.
- K. Force Majeure. Neither the City nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor

disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.
- M. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- N. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.
- O. Agreement Construction and Interpretation. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the City of any discrepancies, conflicts or errors in the Contract Documents. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
- P. Material Condition. Each term of this Agreement is material, and Contractor’s breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the City at law or in equity.
- Q. Use of Singular and Plural. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement effective as of the Effective Date first above written.

CONTRACTOR:

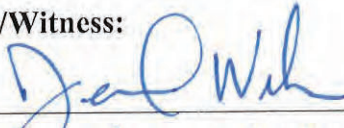
WILSON CONSTRUCTION MANAGEMENT, LLC

By: 

Print Name: Daniel Miller

Its: Member/Manager

Attest/Witness:



Print Name: Jeremiah Wilson

Its: Secretary
((Assistant) Corporate Secretary if corporation)



CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

Attest:

City Clerk

[CITY SEAL]

Approved as to form:
DocuSigned by:
Jennifer McCall
8433E81F7AF148A...
City Attorney

2/8/2024

Date

“EXHIBIT A”



CITY OF MILTON INVITATION TO BID
(THIS IS NOT AN ORDER)

Bid Number: 24-PW03	Project Name: Bethany Bend Traffic and Pedestrian Improvements
Due Date and Time: January 17, 2024 by 2:00 p.m. EST <i>*Link for virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.</i>	Number of Pages: 108

ISSUING DEPARTMENT INFORMATION

Issue Date: December 20, 2023	
City of Milton Public Works Department 2006 Heritage Walk Milton, GA 30004	Phone: 678-242-2500 Fax: 678-242-2499 Website: www.miltonga.gov

INSTRUCTIONS TO BIDDERS

Electronic Submittal: **Bids must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.	Mark Face of Envelope/Package: Bid Number: 24-PW03 Name of Company or Firm Special Instructions: Deadline for Written Questions January 3, 2024 by 5:00 p.m. Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov
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BIDDERS MUST COMPLETE THE FOLLOWING

Bidder Name/Address:	Authorized Bidder Signatory: (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder Federal I.D. Number:	Bidder E-mail Address:

BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE

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DEFINITIONS

COMPW: City of Milton Public Works Department

CY: Cubic Yard

GDOT: Georgia Department of Transportation

ENGINEER: The City of Milton Director of Public Works or a duly authorized representative.

ADA: Americans with Disabilities Act

EA: Each

GAL: Gallon

LF: Lineal Feet

LM: Lineal Mile

LS: Lump Sum

SY: Square Yard

TN: Ton

MUTCD: *Manual on Uniform Traffic Control Devices*

OSHA: Occupational Safety and Health Administration

FHWA: Federal Highway Administration

AASHTO: American Association of State Highway and Transportation Officials



Invitation to Bid 24-PW03

The City of Milton is accepting sealed bids from qualified firms for the Bethany Bend Traffic and Pedestrian Improvements project for the Public Works Department in conformance with Title 32, Chapter 4, Article 4, Part 2 of the Official Code of Georgia Annotated. All work will be done in accordance with Georgia Department of Transportation's (GDOT) Standard Drawings, Standard Specifications (current edition), and Pay Items Index as standards and specifications for the construction and completion of the work required. All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Sealed bids will be received no later than **2:00 PM Local Time on January 17, 2024**. Electronic bids shall be submitted online via BidNet Direct, the City's procurement portal, at www.miltonga.gov

At approximately 2:30 P.M. Local Time on the day bids are received the bids will be publicly opened and the bidder's name and total bid amount will be read aloud at: City of Milton City Hall, 2006 Heritage Walk, Milton, GA 30004. **Link for the virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*

Bids received after the above time **will not** be accepted.

Questions must also be submitted online in the same manner listed above for bids. **Deadline for questions is January 3, 2024, at 5:00 p.m.** Official answers to questions and potential changes to the ITB (Addendums) will be posted at the same web locations as the ITB on or *about January 9, 2024*. Any other form of interpretation, correction, or change to this ITB will not be binding upon the City. It is the bidder's responsibility to check the websites for potential updates. Please refer to Bid (24-PW03) and bid name (Bethany Bend Traffic and Pedestrian Improvements) when requesting information.

The City of Milton reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Milton.

The selected contractor must be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is to be determined prior to the issuance of the "Notice to Proceed." If weather affects the required completion schedule, The City and selected contractor will negotiate a new completion date. Section 108.08 of the State of Georgia Department of

Transportation *Standard Specifications Construction of Transportation Systems* (current edition) shall be applied.

SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

EVENT

DATE

ITB Issue Date

December 20, 2023

Deadline for Receipt of Written Questions

5 PM on January 3, 2024

Posting of Written Answers by City to Websites on or about

January 9, 2024

ITB DUE

No Later than 2:00 P.M. on January 17, 2024

Tentative Contract Award (on/about)

February 21, 2024

Notice to Proceed (on/about)

To be coordinated with the Contractor

NOTE: PLEASE CHECK THE CITY WEBSITE (<http://www.miltonga.gov>) FOR ADDENDA AND SCHEDULE UPDATES.

BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS COULD RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND BEING REJECTED:

Item	Description	Page(s)
1	Filled out and Signed Invitation to Bid (Cover Sheet)	1
2	Bid Form and Addenda Acknowledgement (2 pages)	13-14
3	Bid Bond (3 pages)	15-17
4	Qualifications Signature and Certification	18
5	List of Subcontractors	19
6	Contractor Affidavit and Agreement (eVerify)	20
7	Disclosure Form	21
8	Bid Submittal Form (5 pages)	31-35

INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter a unit price “purchasing contract” with one firm to be the primary supplier of the Bethany Bend Traffic and Pedestrian Improvements, ITB 24-PW03.

No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition.

Unless clearly shown as “no substitute” or any words to that effect, any items in these contract documents which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive and is to indicate the general quality and characteristics of products that may be offered. Each bid item for which an equivalent item is proposed must be individually identified on the bid sheet with the following information: brand name, model or manufacturer’s number or identification regularly used in the trade. Photographs, specifications and cut sheets shall be provided of the proposed alternative. The City shall be the sole judge of the suitability of the proposed alternative and may consider function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service or other relevant features.

The City reserves the right to cancel the contract at any time with 30 days written notice.

Title to any supplies, materials, equipment or other personal property shall remain the Contractors' until fully paid for by the City.

All items to be bid FOB, Milton, Georgia. No sales taxes are to be charged.

Any damage to any building or traffic control device, or equipment incurred during the course of work shall be repaired at the Contractor's expense to the complete satisfaction of the City of Milton with no additional expense to the City.

EVALUATION

The City intends to evaluate the ITB on the lowest, responsible and responsive bidder.

Bids may be found nonresponsive at any time during the evaluation or contract process, if any of the required information is not provided; the submitted price is found to be inadequate; or the proposal is not within the specifications described and required in the ITB. If a bid is found to be non-responsive or non-qualified, it will not be considered further.

INSURANCE REQUIREMENTS

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City.

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City. Insurance requirements are provided below and included in the CONTRACT AGREEMENT (Section 7.K).

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following

insurance policies with limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 (one million dollars) limit per single occurrence, \$2,000,000 (two million dollars) umbrella, including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.
 - (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
- (a) General Liability and Automobile Liability Coverage.
 - (i) The City and City Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City or City Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City or City Parties. Any insurance or self-insurance maintained by the City or City Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City or City Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (v) Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.
 - (vi) The insurer agrees to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City for General Liability coverage only.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City.
- (c) All Coverages:
 - (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Best's rating of no less than A:VI.
- (6) Verification of Coverage: Contractor shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the City within ten (10) days of the Notice of Award. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Parties as additional insureds.

(8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) City as Additional Insured and Loss Payee: The City shall be named as an additional insured and loss payee on all policies required by this Agreement, except the City need not be named as an additional insured and loss payee on any Workers' Compensation policy.

BONDING REQUIREMENTS

Each bid must be accompanied with a **BID BOND** (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Milton. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish **PAYMENT AND PERFORMANCE BONDS** for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the base bid price.

The Successful Bidder shall also be required to furnish a **MAINTENANCE BOND**, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of two (2) years from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia. Bonds shall be on the forms provided by the City and subject to the review and approval of the City Attorney.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

OATH

Prior to commencing the Work, the successful bidder shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

COST OF PREPARING A BID

The costs for developing and delivering responses to this ITB and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the bidder. The City is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal. All materials submitted in response to this ITB become the property of the City of Milton.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID FORM and ADDENDA ACKNOWLEDGEMENT

**TO: PURCHASING OFFICE
CITY OF MILTON
MILTON, GEORGIA 30004**

Ladies and Gentlemen:

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Milton, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**Bid Number 24-PW03
Bethany Bend Traffic and Pedestrian Improvements**

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Milton in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces within ten (10) calendar days from the Notice to Proceed, and to complete all Work as scheduled in Task Order(s) issued.

If weather affects the required completion schedule, the City and selected Bidder will negotiate a new completion date.

Attached hereto is an executed Bid Bond in the amount of _____ Dollars (\$ (Five Percent of Amount Bid).

If this bid shall be accepted by the City of Milton and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Milton may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the City of Milton as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date viewed
_____	_____
_____	_____

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____, 20____

Bidder _____ (Seal)
Company Name

Bidder Mailing Address:

Signature: _____

Print Name: _____

Title: _____



[BIDDERS MUST RETURN THESE SHEETS WITH BID RESPONSE]
BID BOND
CITY OF MILTON, GEORGIA

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (hereinafter referred to as the "City" (Name and Address):

City of Milton, Georgia
ATTN: Purchasing Office
2006 Heritage Walk
Milton, Georgia 30004

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM: _____
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the City, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title:

By: _____
Signature and Title:
(Attach Power of Attorney)

Attest: _____
Signature and Title:

Attest: _____
Signature and Title:

- Note:
- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
 - (2) Any singular reference to Bidder, Surety, the City or any other party shall be considered plural where applicable.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon Default of Bidder the penal sum set forth on the face of this Bond.
 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
 3. This obligation shall be null and void if:
 - 3.1 The City accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
 - 3.2 All Bids are rejected by the City; or
 - 3.3 The City fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
 4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the City, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.
 5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the City and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
 6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.
 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.
 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return

receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature_____Date_____

Print/Type Name_____

Print/Type Company Name Here_____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title)_____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20_____

_____(Seal)
(Signature)



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

Company Name:_____



BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF GEORGIA CITY OF MILTON

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 City of Milton 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:

eVerify Number

Date of Authorization

Name of Contractor

Bethany Bend Traffic and Pedestrian
Improvements
Name of Project

City of Milton, Georgia
Name of Public Employer

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

Executed on _____, ____, 20__ in
_____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer
or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:



DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

Please complete this form and return as part of your bid package when it is submitted.

Name of Bidder _____

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value

Description

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Milton and your relation:

PROJECT SPECIFICATIONS

1. To bid on this contract, the Contractor must be listed on the current Georgia Department of Transportation *Pre-Qualified Contractors* list and must have work class 400-Hot Mix Asphaltic Concrete Construction classification. The Contractor must also possess a Utility Contractors license. No exceptions. The Contractor must have constructed a roundabout in the last 5 years. The Contractor must be in good standing with the City of Milton.
2. The Contractor shall comply with the plans and specifications provided in hyperlinks below. The current plans may be downloaded at:

Bethany Bend Mini Roundabout:

<https://www.miltonga.gov/home/showdocument?id=7342&t=638384894025382151>

Bethany Bend Mid-Block Crossing:

<https://www.miltonga.gov/home/showdocument?id=7344&t=638384894245700553>

In addition to other standard specifications referenced herein, the bid package includes:

- a. Construction Drawings;
 - b. Special Provision 150- Traffic Control;
 - c. Special Provision 163 – Miscellaneous Erosion Control Items;
 - d. Special Provision 165 - Maintenance of Temporary Erosion and Sedimentation Control Devices;
 - e. Special Provision 171 – Silt Fence;
 - f. Special Provision 700 – Grassing.
3. Where contract documents reference "The Department" or "GA Department of Transportation" or "The Engineer", it shall also mean "City of Milton."
 4. All traffic control measures, and signage are the responsibility of the Contractor. Contractor shall coordinate all work with the City of Milton.
 5. Replace, in kind, any vegetation or landscaping damaged during construction. Include cost in the price bid.
 6. Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition), and Special Provisions modifying them, except as noted herein.

PROJECT SPECIAL PROVISIONS

All project signage and striping are to be pre-marked and approved by Milton Public Works prior to installation.

When constructing the landscape splitter islands and installing the underdrains for the islands the Contractor will remove all asphalt before building the island.

Limits of disturbance shall be marked prior to clearing beginning. The Contractor will mark all trees to be removed with city personnel prior to any clearing starting.

The Rectangular Rapid Flashing Beacon assembly shall be TAPCO brand per detail in plans. The controller box for the RFB is to be installed at a level of 5' above grade. The beacon will also have the Safewalk Crosswalk Illuminator.

ENHANCEMENTS

SAFEWALK™ CROSSWALK ILLUMINATOR

Increase pedestrian visibility at poorly lit, two-lane crossings with the SafeWalk™ Crosswalk Illuminator – a simple safety enhancement to TAPCO Pedestrian Crosswalk Systems.

COMING SOON



Labels in diagram:

- Rugged enclosure to withstand weather and surrounding environment
- Adjustable brackets allow for precise light focus at any crossing
- Beam light projects outward, illuminating the middle of the crosswalk
- Flood light illuminates the approach area of the crosswalk

LIGHTS UPON ACTIVATION

- Activates concurrently with LED-enhanced warning alerts.

BRIGHT BY DESIGN

- Illuminates two-lane crosswalks to meet and exceed the FHWA's recommendation of 20 Lux.

MODULAR

- Can be added to existing or new TAPCO Pedestrian Crosswalk Systems.

FLEXIBLE

- For solar or line voltage applications.



(800) 236-0112 | TAPCO.net.com | **TAPCO** 17

Project will include two (2) Variable Message Signs that shall be American Signal brand CMS-GP465T 4x6 product. This equipment shall be purchased new and shall become City property and remain with the City at the end of this project.



The decorative sign assemblies for Bethany Creek Subdivision will be reinstalled as a part of this contract. The decorative poles will be removed and placed securely on the site to be used by the HOA later. All permanent signage will be installed on the standard square galvanized poles.

PROSECUTION AND PROGRESS

Construction shall begin no later than TEN (10) calendar days past the issuance of Notice to Proceed. The time of completion for the project will be September 30, 2024.

Completion time will not be extended for normal weather conditions. The time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed. For the purpose of this Contract, the Contractor agrees that he may expect to lose calendar days due to weather in accordance with the following table:

Jan. 10 days	May 8 days	Sep. 7 days
Feb. 9 days	June 8 days	Oct. 6 days
Mar. 9 days	July 11 days	Nov. 7 days
Apr. 8 days	Aug. 9 days	Dec. 8 days

The Contractor agrees that the measure of extreme weather during the period covered by this Contract shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeded 0.10 inch at the project site and the average temperature failed to exceed 40 degrees F. If the total accumulated number of calendar days lost to weather, from the start of work until the completion of project exceeds that total accumulated number to be expected for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. Request for extension in contract time shall be submitted monthly as part of the current month's pay application.

No change in Contract Sum will be authorized because of adjustments of Contract Time due to Owner's acceptance of Contract Claims for adjustments to Time due to abnormal weather conditions.

If weather (beyond normal) affects the required completion schedule, The City and selected contractor will negotiate a new completion date.

Normal workday for this project shall be 7:30 am to 7:30 pm and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on Sunday or national holidays (i.e., Memorial Day, July 4th, Labor Day, etc.). Lane closures will only be permitted between the hours of 9:00am and 4:00pm, Monday-Friday, unless otherwise approved by the City.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon completion of all work. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

MATERIALS

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

DEVIATION OF QUANTITIES

The quantities given are estimates only and will vary from those indicated. Payment will be made based on actual quantities of work completed and accepted. The City reserves the right to add or delete quantities at any time. Contractor will notify the City in writing if additional items are identified, or quantities of contract items will exceed plan. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

EROSION CONTROL

It is the responsibility of the Contractor to follow all Federal, State and Local erosion and sediment control laws and specifications. This includes meeting all NPDES guidelines. The Contractor shall serve as the Primary Permittee for this project and is responsible for filing the NOI and all necessary fees associated with it.

All slopes and shoulders shall be matted and grassed once final grade is reached.

Erosion/Sediment Control measures shall be installed and maintained by the Contractor throughout the duration of the project. The Contractor is responsible for the removal and disposal, off project site, of all installed temporary erosion/sediment control measures when affected areas have been restored to a level where vegetative coverings will minimize erosion. The cost for this will be considered incidental to the project and included in the overall bid.

UTILITIES

There are utilities in the project area. Contractor shall be responsible for locating and coordinating any utility relocation necessary for completion of the work. Utility plan sheets provided are based on early coordination and are subject to change.

Call "811 Know what's below Call before you dig." Locate, maintain, and protect existing utilities at all times during construction.

TEMPORARY TRAFFIC CONTROL

The Contractor shall, at all times, conduct his work in accordance with the traffic control plan and so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination are within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress include entrances and exits VIA driveways at various properties, and access to the intersecting roads and streets. The Contractor shall

maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs, temporary striping and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public. This shall include variable message boards to be placed near the intersection location, prior to beginning construction activities, to notify the traveling public of the upcoming lane closure(s). These variable message boards shall remain in place from to the beginning construction until substantial completion of the project. There shall be two (2) variable message boards, (one in each direction).

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the Contractor's expense. At no time will Contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) matching existing pavement markings on milled or patched pavements.

All personnel and equipment required for maintaining temporary traffic control, public convenience and safety will be included in the contract price.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, crops, fishponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, mailboxes and supports, water meters, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract. No stone or asphalt chunks shall be left in the right-of-way and screened topsoil shall be placed in all disturbed areas before grassing. Contractor is responsible for ensuring that all permanent grassing shall match the existing grassing.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he/she shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or he/she shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas before retainage will be released.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the Contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the Contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

SAFETY

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site. The Contractor shall comply with all OSHA regulations as they pertain to this project.

QC/QA TESTING OF MATERIALS

The Contractor will be responsible for all quality control testing (sampling, testing, and inspections) of materials incorporated into the project. All materials and workmanship shall meet appropriate GDOT specifications. Materials quality control testing types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications.

Contractor shall secure the services of a GDOT qualified geotechnical testing firm to perform all required tests. Test results shall be provided to the City promptly as the work progresses. Tests shall meet GDOT Specs for type, method, and frequency. This work shall be considered incidental to the rest of the work and no separate payment will be made.

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

PAVEMENT MIX DESIGN AND EQUIPMENT

The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882. Plant mix shall have 5% AC at the minimum and RAP shall not exceed 20% of the mix.

Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the City on a daily basis.

The most current version of the GDOT Specifications and Special Provisions apply, including but not limited to section 400 (including off-system Special Provision). Please refer to the GDOT website for the most current versions of the Specifications and Special Provisions. The asphalt equipment list must be submitted with the bid documents. The asphalt spreader shall have a minimum of 175 horsepower and a maximum spread width of 13'.

PAVEMENT MILLING

The milling equipment shall be a power-driven, self-propelled machine which is specifically designed to mill and remove a specified depth of existing asphalt paving. The equipment shall be of size, shape, and dimensions so as not to restrict the safe passage of traffic in areas adjacent to the work. Conveyors capable of side, rear or front loading shall be provided together with the necessary equipment to transfer the milled material from the roadway to a truck. Dust control shall be such as not to restrict visibility of passing traffic or annoy adjacent property owners.

The Contractor shall also mill across the whole roadway at the beginning and ending limits of the project to provide an adequate tie-in with existing pavements.

Topping shall be tapered/feathered so as to tie into existing driveways with the best possible ride and aesthetic result. Tie-ins shall be marked on the ground and approved by the City prior to paving.

Areas where no curb exists are not to be milled except as may be directed on the plans or to provide adequate tie-in with existing pavement. The milling operation shall provide a pavement surface that is true to line, grade and cross-section and of uniform texture.

Areas where curb and gutter exist shall be edge milled to a distance of 6 feet from the edge of the gutter to provide a level transition from the final paved surface to the top of the gutter pan. Depth of the edge milling at the gutter shall be equal to the depth of the final asphalt topping coarse.

A ten-foot straightedge shall be maintained in the vicinity of the milling operation at all times for the purpose of measuring surface irregularities of the milled pavement surface. The Contractor shall provide the straightedge and labor for its use. All irregularities in excess of 1/8" in 10' shall be re-milled at no additional cost.

The finished cross slope shall be uniform to a degree that no depressions or misalignment of slope greater than 1/4" in 12' are present when tested with a straightedge placed perpendicular to the centerline. The finished pavement surface will be subject to visual and straightedge inspection.

The Contractor shall be responsible to repair any damage to existing curbs, aprons, and driveways caused by the Contractor's operations at no additional cost to the City.

All material generated as a result of the milling operation shall become the property of the Contractor. The milled material shall be stockpiled, recycled and utilized by the bidder as a means to offset the unit cost of patching.

After milling is completed all loose and flaking masses of asphalt shall be removed.

The Contractor and City shall measure all work and determine the total pavement area in square yards, to establish the basis of payment for the milling work.

BITUMINOUS TACK COAT

This work shall consist of the placement of bituminous tack on all areas. The cost of bituminous tack shall be included in the cost of the project. Bituminous tack is not measured as a separate pay item. AC-20 or AC-30 shall be used. All surfaces shall be cleaned completely and thoroughly before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack coat shall be applied between .03 to .06 gallons per square yard.

BETHANY CREEK RESURFACING

The Contractor as a part of this project will also be edge milling, patching and resurfacing the streets in both Bethany Creek North and South. The Contractor will also be repairing damaged curb and gutter and sidewalk as determined by the Engineer. There will also be the installation of ADA ramps at the intersection of South Bethany Creek Drive and Parkbrook Trace. These quantities will be tracked separately for accounting purposes.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

ITB 24-PW03 BID SCHEDULE on the following pages – 5 pages total

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BETHANY BEND MINI ROUNDABOUT					
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
150-1000	TRAFFIC CONTROL	LS	1		
163-0232	TEMPORARY GRASSING	AC	1		
163-0550	CONSTRUCT & REMOVE INLET SEDIMENT TRAP	EA	3		
165-0105	MAINTAINANCE OF INLETSEDIMENTTRAP	EA	3		
165-0010	MAINTAINANCE OF TEMPORARY SILT FENCE, TP A	LF	310		
171-0010	TEMPORARY SILT FENCE TYPE "A" - NS	LF	620		
210-0100	GRADING COMPLETE	LS	1		
310-1101	GR AGGR BASE CRS, INCL MATL	TN	52		
402-3103	RECYCLED ASPHALT CONCRETE 9.5 MM SUPERPAVE GP 2 ONLY INCLUDING BITUMINOUS MATERIAL AND H-LIME 1.5IN.	TN	240		
432-0206	MILLASPH CONC PVM T, 11/2 IN DEPTH	SY	3500		
441-0104	CONC SIDEWALK, 4 IN	SY	225		
441-0108	CONC SIDEWALK, 8 IN	SY	25		
441-5004	CONCRETE HEADER CURB, 10 IN, TP 4	LF	82		
441-5008	CONCRETE HEADER CURB, 6 IN, TP 7	FL	467		
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	LF	130		
441-0746	CONCRETE MEDIAN, 51/2 IN	SY	274		
441-0754	CONCRETE MEDIAN, 71/2 IN	SY	48		
550-5120	STORM DRAIN PIPE, 12 IN, CLASS III	LF	51		
550-5150	STORM DRAIN PIPE, 15 IN, CLASS III	LF	115		
610-9001	REM SIGN	EA	1		
611-8120	ADJUST WATER METER BOX TO GRADE	EA	2		
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	4		
611-5551	RESET SIGN	EA	1		
611-3000	RECONSTR CATCH BASIN, GROUP 1	EA	2		
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFLSHEETING, TP 9	SF	44		
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFLSHEETING, TP 11	SF	124		
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFLSHEETING, TP 9	SF	31		
636-2070	GALV STEEL POSTS, TP 7	LF	246		
647-1030	RRFB INSTALLATION NO -1 & 2	LS	1		
653-0190	THERMOPLASTIC PVM T MARKING, ARROW, TP 9	EA	4		
653-0296	THERMOPLASTIC PVM T MARKING, WORD, TP 15	EA	4		
653-1501	THERMOPLASTIC SOLIDTRAF STRIPE, 5 IN, WHITE	LF	1150		
653-1502	THERMOPLASTIC SOLIDTRAF STRIPE, 5 IN, YELLOW	LF	850		
653-1804	THERMOPLASTIC SOLIDTRAF STRIPE, 8 IN, WHITE (CROSSWALK)	LF	680		
653-4830	THERMOPLASTIC SKIP TRAF STRIPE, 18 IN, WHITE	GLF	115		
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	154		
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	138		
654-1001	RAISED PVM T MARKERS TP 1	EA	112		
654-1003	RAISED PVM T MARKERS TP 3	EA	30		
668-1100	CATCH BASIN, GP 1	EA	2		
668-2100	DROP INLET, GP 1	EA	2		
700-9300	SOD	SY	120		
632-0003	CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	EA	2		
	MISCELLANEOUS LANDSCAPE ALLOWANCE				\$10,000.00
	MISCELLANEOUS CONSTRUCTION ALLOWANCE				\$50,000.00
				TOTAL	

Pedestrian Crossing at Bethany Bend at Serenade Ct					
ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
	ROADWAY ITEMS				
150-1000	TRAFFIC CONTROL	LS	1		
163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	EA	1		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	1		
165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	EA	1		
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	1		
171-0010	TEMPORARY SILT FENCE, TP A	LF	52		
210-0100	GRADING COMPLETE	LS	1		
310-1101	GR AGGR BASE CRS, INCL MATL	TN	17		
441-0104	CONC SIDEWALK, 4 IN	SY	10		
441-0108	CONC SIDEWALK, 8 IN	SY	7		
441-0740	CONCRETE MEDIAN, 4 IN	SY	57		
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	95		
441-7012	CURB CUT WHEELCHAIR RAMP, TYPE B	EA	2		
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	5		
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	36		
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	44		
636-2070	GALV STEEL POSTS, TP 7	LF	36		
636-1033	HIGHWAY SIGNS, TP 1, MATL, REFL SHEETING, TP 9	SF	28		
636-2070	GALV STEEL POSTS, TP 7	LF	78		
647-2120	PULL BOX, PB-2	EA	3		
653-0120	THERMOPLASTIC PVM T MARKING, ARROW, TP 2	EA	1		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 INCH, WHITE	LF	27		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 INCH, WHITE	LF	185		
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	70		
668-1100	CATCH BASIN, GP 1	EA	1		
668-4300	STORM SEWER MANHOLE, TP 1	EA	1		
999-5200	DETECTABLE WARNING SURFACE	SF	56		
700-6910	PERMANENT GRASSING	AC	1		
999-3800	RECTANGULAR RAPID BEACON ASSEMBLY (SINGLE-SIDED ASSEMBLY)	EA	2		
999-3800	RECTANGULAR RAPID BEACON ASSEMBLY (DOUBLE-SIDED ASSEMBLY)	EA	1		
				TOTAL	

Bethany Creek Resurfacing					
ITEM	ITEM			UNIT	TOTAL
NUMBER	DESCRIPTION	UNITS	QUANTITY	PRICE	AMOUNT
150-1000	Traffic Control	LS	1		
402-1802	Asphalt Concrete Patching including Bituminous Material & H Lime 3 in. 19mm	TN	350		
402-3103	Recycled Asphalt Concrete 9.5 MM Superpave GP 2 Only Including Bituminous Material and H-Lime 1.5 in.	TN	750		
432-5010	Mill Asphalt Conc Pvmt, Variable Depth	SY	14,000		
441-0104	5' Concrete Sidewalk Class A	SY	300		
441-6012	Curb & Gutter Type 2	LF	400		
441-Ramp	Concrete 9031 Ramps (Parkbrook)	EA	2		
				TOTAL	

Bethany Bend Mini Roundabout, Pedestrian Crossing at Bethany Bend/Serenade Ct, and Bethany Creek Resurfacing
Total Bid Price including Misc. Construction & Landscape Allowance:
\$ _____

Print Total Bid Price: _____
(including Misc. Construction & Landscape Allowance)

Number of days to fully complete project (exclude weather related days) _____

The undersigned, as bidder, declares and represents that it has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be performed, including those conditions affecting the cost of the work and the delivery, handling and storage of materials and equipment. The bidder has examined and read the Bidding Document and has satisfied himself/herself that the Bidding Document is an adequate and acceptable reflection of the work which is required to be performed and that the bidder is willing and able to perform all of the work necessary. The bidder further

certifies that no additional information is required to complete the work encompassed by this bid within the cost and schedule established and agreed upon within this bidding document.

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within One Hundred and Twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____

TITLE _____

END of BID SCHEDULE ~ ITB 24-PW03 (page 5 of 5)

GENERAL CONDITIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition), and Special Provisions modifying them, except as noted below.

SECTION 101

DEFINITION AND TERMS

Section 101.10 BOARD

Delete as written and substitute the following:
CITY COUNCIL OF CITY OF MILTON,
GEORGIA

Section 101.14 COMMISSIONER

Delete as written and substitute the following:
DIRECTOR OF PUBLIC WORKS, CITY OF
MILTON

Section 101.16 CONTRACT

Delete the second paragraph and substitute the following:
The Contract Documents shall be composed of the Advertisement for Bid; Notice to Contractors; Form of Bid Proposal; General Conditions; Special Provisions; Detail Specifications, as identified in Section 105.03; Form of Contract; Form of Bond(s); Addenda; the drawings, including all changes incorporated herein before their execution; and also any Change Orders and Supplemental Agreements that are required to complete the construction of The Work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument. No oral agreement or orders are to be considered as valid or as a part of the Contract.

Section 101.22 DEPARTMENT

Delete as written and substitute the following:
PUBLIC WORKS DEPARTMENT CITY OF
MILTON

Section 101.24 ITB 24-PW03

Delete as written and substitute the

ENGINEER

following:

DIRECTOR OF PUBLIC WORKS, CITY OF MILTON, ACTING DIRECTLY OR THROUGH A DULY AUTHORIZED REPRESENTATIVE OF THE DIRECTOR

Section 101.47
STATE HIGHWAY ENGINEER

Delete as written and substitute following:

DIRECTOR OF PUBLIC WORKS, CITY OF MILTON, ACTING DIRECTLY OR THROUGH A DULY AUTHORIZED REPRESENTATIVE OF THE DIRECTOR

Section 101.74
SUPPLEMENTAL AGREEMENT

Retain as written and substitute the following:

Any Supplemental Agreement that has a dollar value amount that is less than \$25,000.00 shall not require the assent of the Surety."

Section 101.84

Add: DIRECTOR OF PUBLIC WORKS
CITY OF MILTON

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

Section 102.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF THE WORK

Add the following paragraph:

"The City will not be responsible for Bidders' errors or misjudgment, nor for any information on local conditions or general laws and regulations."

Section 102.07 REJECTION OF PROPOSALS

Add the following subparagraphs

"I. The City reserves the right to reject any and all bids, to waive technicalities, and to make an award as deemed in its best interest. It is understood that all bids are made subject to this Agreement, that the City reserves the right to award the bid to the lowest, responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed.

"J. The City also reserves the right to reject any and all bids from any person, firm, or

corporation who is in arrears in any debt or obligation to The City of Milton, Georgia.”

Section 102.08 PROPOSAL GUARANTY

Substitute the following for the first sentence

“No bid will be considered unless it is accompanied by an acceptable bid bond an amount not less than five percent (5%) of the amount bid and made payable to City of Milton, Georgia. Such Bid Bond shall be on the forms provided by the City.”

Add Section 102.15 ADDENDA AND INTERPRETATION

Delete in its entirety and substitute the following:

Bids shall be submitted on the Bid Form provided by the City.

The bid package as described in Notice to Contractors, Page 1 must be submitted with the bid. Failure to do so could result in the omission of pertinent documents and the rejection of the apparent low bid.”

Section 102.09 DELIVERY OF PROPOSALS:

Add the following as 102.15:

“No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Any request for such interpretation should be in writing addressed to the Purchasing Department, The City of Milton 2006 Heritage Walk Milton, Ga. 30004. TEL. 678/242-2500, FAX 678/242-2499. Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested Bidder. Any request not received in time to accomplish such interpretation and distribution will not be accepted.

SECTION 103 - AWARD OF AWARD AND EXECUTION OF CONTRACT

Section 103.02 AWARD OF CONTRACT

Delete in its entirety and substitute the following:

“The contract, if awarded, shall be awarded to the lowest responsible bidder. The City of

Milton reserves the right to exercise exclusive discretion as to the responsibility of any bidder.

The contract shall be executed on the forms attached, will be subject to all requirements of the Contract Document, and shall form a binding Contract between the contracting parties.”

Section 103.05 REQUIREMENTS OF CONTRACT BONDS

Delete in its entirety and substitute the following:

“At the time of the execution of the contract, and as a part thereof, the successful bidder shall furnish Contract Bond Below: Performance Bond in the full amount of the contract. Payment Bond in the full amount of the contract. Maintenance bond in the amount of one-third (1/3) of the contract. “

Section 103.07 FAILURE TO EXECUTE CONTRACT

Delete in its entirety and substitute the following:

“Failure to execute the Contract Performance, Payment or Maintenance Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract, may be just cause for the annulment of the award and for the forfeiture of the proposal guaranty to the City of Milton, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next lowest bidder, may be re-advertised, or may be constructed by City forces. The Contract and Contract bonds shall be executed in quadruplicate.”

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.18 ACQUISITION OF RIGHT OF WAY

Add the following paragraph:

“The Contractor shall inspect all easements and rights-of-way to ensure that the City has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract Documents. The Contractor shall comply with all stipulations

contained in easements acquired by the Department.”

Section 107.21 CONTRACTORS

RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE

Add the following sentence to

Paragraph A:

“The Contractor is responsible for the location of above and below ground Utilities and structures which may be affected by the Work.”

SECTION 109

MEASUREMENT AND PAYMENT

Section 109.07 PARTIAL PAYMENTS

Delete the first sentence of the

Second Paragraph under ‘A. General’

As long as the gross value of completed work is less than 50% of the total Contract amount, or if the Contractor is not maintaining his construction schedule to the satisfaction of the Engineer, the Department shall retain 10% of the gross value of the work that has been completed as indicated by the current estimate certified by the Engineer for payment.

Section 109.08 FINAL PAYMENT

Delete in its entirety and substitute the Following:

“Final Payment: Upon completion by the Contractor of the work, including the receipt of any final written submission of the Contractor and the approval thereof by the Department, the CITY will pay the Contractor a sum equal to 100 percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment.

The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the CITY for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the CITY from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in

connection with same.”

*****NOTICE TO CONTRACTORS*****
EPD AIR QUALITY RULES ON OPEN BURNING REFER TO CHAPTER
391-3-1-02-05

For additional/information, please contact:

Georgia Department of Natural Resources
Environmental Protection Division
Air Protection Branch
4244 International Parkway, Suite 120
Atlanta, GA 30354
404/363-7000; 404/362-2534 – FAX

~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
ITB 24-PW03**

Upon receipt of documents, please email, fax or mail this page to:

**City of Milton
Attn: Honor Motes, Purchasing Office
2006 Heritage Walk
Milton, GA 30004
Phone: 678-242-2500
Fax: 678-242-2499
Email: honor.motes@miltonga.gov**

**I hereby acknowledge receipt of documents pertaining to the above
referenced ITB.**

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

PHONE: _____ **FAX:** _____

EMAIL ADDRESS: _____

**Signature
ADDENDUM #1**

Date

ADDENDUM #1
ITB 24-PW03

Questions and *Answers:*

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

1. There is a schedule of values for Bethany Creek Resurfacing, but these drawings are missing. Will additional drawings be added? ~ **No this is just a resurfacing project.**
2. Does the color used for the medians have to be integrated in the ready mix or can it be applied after pouring it? ~ **Intergrated**

“EXHIBIT B”



CITY OF MILTON INVITATION TO BID

(THIS IS NOT AN ORDER)

Bid Number: 24-PW03	Project Name: Bethany Bend Traffic and Pedestrian Improvements
Due Date and Time: January 17, 2024 by 2:00 p.m. EST	
<i>*Link for virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.</i>	
Number of Pages: 108	

ISSUING DEPARTMENT INFORMATION	
Issue Date: December 20, 2023	
City of Milton Public Works Department 2006 Heritage Walk Milton, GA 30004	Phone: 678-242-2500 Fax: 678-242-2499 Website: www.miltonga.gov

INSTRUCTIONS TO BIDDERS	
Electronic Submittal: **Bids must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.	Mark Face of Envelope/Package: Bid Number: 24-PW03 Name of Company or Firm Special Instructions: Deadline for Written Questions January 3, 2024 by 5:00 p.m. Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov

BIDDERS MUST COMPLETE THE FOLLOWING	
Bidder Name/Address: Wilson Construction Management, LLC 6365 McDonough Drive, Norcross, Ga, 30093	Authorized Bidder Signatory: Daniel Miller (Please print name and sign in ink)
Bidder Phone Number: 770 -596-8778	Bidder FAX Number:
Bidder Federal I.D. Number: 84-3674747	Bidder E-mail Address: Dmiller@wilsoncm.com
BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE	

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DEFINITIONS

COMPW: City of Milton Public Works Department

CY: Cubic Yard

GDOT: Georgia Department of Transportation

ENGINEER: The City of Milton Director of Public Works or a duly authorized representative.

ADA: Americans with Disabilities Act

EA: Each

GAL: Gallon

LF: Lineal Feet

LM: Lineal Mile

LS: Lump Sum

SY: Square Yard

TN: Ton

MUTCD: *Manual on Uniform Traffic Control Devices*

OSHA: Occupational Safety and Health Administration

FHWA: Federal Highway Administration

AASHTO: American Association of State Highway and Transportation Officials



Invitation to Bid 24-PW03

The City of Milton is accepting sealed bids from qualified firms for the Bethany Bend Traffic and Pedestrian Improvements project for the Public Works Department in conformance with Title 32, Chapter 4, Article 4, Part 2 of the Official Code of Georgia Annotated. All work will be done in accordance with Georgia Department of Transportation's (GDOT) Standard Drawings, Standard Specifications (current edition), and Pay Items Index as standards and specifications for the construction and completion of the work required. All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Sealed bids will be received no later than **2:00 PM Local Time on January 17, 2024**. Electronic bids shall be submitted online via BidNet Direct, the City's procurement portal, at www.miltonga.gov

At approximately 2:30 P.M. Local Time on the day bids are received the bids will be publicly opened and the bidder's name and total bid amount will be read aloud at: City of Milton City Hall, 2006 Heritage Walk, Milton, GA 30004. **Link for the virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*

Bids received after the above time **will not** be accepted.

Questions must also be submitted online in the same manner listed above for bids. **Deadline for questions is January 3, 2024, at 5:00 p.m.** Official answers to questions and potential changes to the ITB (Addendums) will be posted at the same web locations as the ITB on or about January 9, 2024. Any other form of interpretation, correction, or change to this ITB will not be binding upon the City. It is the bidder's responsibility to check the websites for potential updates. Please refer to Bid (24-PW03) and bid name (Bethany Bend Traffic and Pedestrian Improvements) when requesting information.

The City of Milton reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Milton.

The selected contractor must be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is to be determined prior to the issuance of the "Notice to Proceed." If weather affects the required completion schedule, The City and selected contractor will negotiate a new completion date. Section 108.08 of the State of Georgia Department of

Transportation *Standard Specifications Construction of Transportation Systems* (current edition) shall be applied.

SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

EVENT

DATE

ITB Issue Date

December 20, 2023

Deadline for Receipt of Written Questions

5 PM on January 3, 2024

Posting of Written Answers by City to Websites on or about

January 9, 2024

ITB DUE

No Later than 2:00 P.M. on January 17, 2024

Tentative Contract Award (on/about)

February 21, 2024

Notice to Proceed (on/about)

To be coordinated with the Contractor

NOTE: PLEASE CHECK THE CITY WEBSITE (<http://www.milfonga.gov>) FOR ADDENDA AND SCHEDULE UPDATES.

BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS COULD RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND BEING REJECTED:

Item	Description	Page(s)
1	Filled out and Signed Invitation to Bid (Cover Sheet)	1
2	Bid Form and Addenda Acknowledgement (2 pages)	13-14
3	Bid Bond (3 pages)	15-17
4	Qualifications Signature and Certification	18
5	List of Subcontractors	19
6	Contractor Affidavit and Agreement (eVerify)	20
7	Disclosure Form	21
8	Bid Submittal Form (5 pages)	31-35

INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter a unit price "purchasing contract" with one firm to be the primary supplier of the Bethany Bend Traffic and Pedestrian Improvements, ITB 24-PW03.

No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition.

Unless clearly shown as "no substitute" or any words to that effect, any items in these contract documents which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive and is to indicate the general quality and characteristics of products that may be offered. Each bid item for which an equivalent item is proposed must be individually identified on the bid sheet with the following information: brand name, model or manufacturer's number or identification regularly used in the trade. Photographs, specifications and cut sheets shall be provided of the proposed alternative. The City shall be the sole judge of the suitability of the proposed alternative and may consider function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service or other relevant features.

The City reserves the right to cancel the contract at any time with 30 days written notice.

Title to any supplies, materials, equipment or other personal property shall remain the Contractors' until fully paid for by the City.

All items to be bid FOB, Milton, Georgia. No sales taxes are to be charged.

Any damage to any building or traffic control device, or equipment incurred during the course of work shall be repaired at the Contractor's expense to the complete satisfaction of the City of Milton with no additional expense to the City.

EVALUATION

The City intends to evaluate the ITB on the lowest, responsible and responsive bidder.

Bids may be found nonresponsive at any time during the evaluation or contract process, if any of the required information is not provided; the submitted price is found to be inadequate; or the proposal is not within the specifications described and required in the ITB. If a bid is found to be non-responsive or non-qualified, it will not be considered further.

INSURANCE REQUIREMENTS

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City.

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City. Insurance requirements are provided below and included in the CONTRACT AGREEMENT (Section 7.K).

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following

insurance policies with limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 (one million dollars) limit per single occurrence, \$2,000,000 (two million dollars) umbrella, including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.
 - (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
- (a) General Liability and Automobile Liability Coverage.
 - (i) The City and City Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City or City Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City or City Parties. Any insurance or self-insurance maintained by the City or City Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City or City Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.
- (vi) The insurer agrees to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City for General Liability coverage only.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City.
- (c) All Coverages:
 - (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Best's rating of no less than A:VI.
- (6) Verification of Coverage: Contractor shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the City within ten (10) days of the Notice of Award. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Parties as additional insureds.

(8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) City as Additional Insured and Loss Payee: The City shall be named as an additional insured and loss payee on all policies required by this Agreement, except the City need not be named as an additional insured and loss payee on any Workers' Compensation policy.

BONDING REQUIREMENTS

Each bid must be accompanied with a **BID BOND** (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Milton. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish **PAYMENT AND PERFORMANCE BONDS** for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the base bid price.

The Successful Bidder shall also be required to furnish a **MAINTENANCE BOND**, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of two (2) years from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia. Bonds shall be on the forms provided by the City and subject to the review and approval of the City Attorney.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

OATH

Prior to commencing the Work, the successful bidder shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

COST OF PREPARING A BID

The costs for developing and delivering responses to this ITB and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the bidder. The City is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal. All materials submitted in response to this ITB become the property of the City of Milton.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID FORM and ADDENDA ACKNOWLEDGEMENT

**TO: PURCHASING OFFICE
CITY OF MILTON
MILTON, GEORGIA 30004**

Ladies and Gentlemen:

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Milton, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**Bid Number 24-PW03
Bethany Bend Traffic and Pedestrian Improvements**

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Milton in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces within ten (10) calendar days from the Notice to Proceed, and to complete all Work as scheduled in Task Order(s) issued.

If weather affects the required completion schedule, the City and selected Bidder will negotiate a new completion date.

Attached hereto is an executed Bid Bond in the amount of \$55,177.20 Dollars (\$ (Five Percent of Amount Bid).

If this bid shall be accepted by the City of Milton and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Milton may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the City of Milton as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.

1
2

Date viewed

01/04/2024
01/09/2024

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this 17th day of January, 2024

Bidder Wilson Construction Management (Seal)

Company Name

Bidder Mailing Address:

6365 McDonough Drive, Norcross, Ga, 30093



Signature: 

Print Name: Daniel Miller

Title: Vice President



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
ITB 24-PW03**

Upon receipt of documents, please email, fax or mail this page to:

City of Milton
Attn: Honor Motes, Purchasing Office
2006 Heritage Walk
Milton, GA 30004
Phone: 678-242-2500
Fax: 678-242-2499
Email: honor.motes@miltonga.gov

I hereby acknowledge receipt of documents pertaining to the above referenced ITB.

COMPANY NAME: Wilson Construction Management, LLC

CONTACT PERSON: Daniel Miller

ADDRESS: 6365 McDonough Drive

CITY: Norcross STATE: GA ZIP: 30093

PHONE: 770-596-8778 FAX: _____

EMAIL ADDRESS: Dmiller@wilsoncm.com



1/15/2024

Signature
ADDENDUM #1

Date



[BIDDERS MUST RETURN THESE SHEETS WITH BID RESPONSE]
BID BOND
CITY OF MILTON, GEORGIA

BIDDER (Name and Address):

Wilson Construction Management, LLC, 6365 McDonough Dr, Norcross, GA 30093

SURETY (Name and Address of Principal Place of Business):

The Gray Insurance Company, P.O. BOX 6202, METAIRIE, LA 70009

OWNER (hereinafter referred to as the "City" (Name and Address):

City of Milton, Georgia
ATTN: Purchasing Office
2006 Heritage Walk
Milton, Georgia 30004

BID

BID DUE DATE: 01/17/2024

PROJECT (Brief Description Including Location):

24-PW03 Bethany Bend Traffic and Pedestrian Improvements, 2005 N Bethany Creek Dr, Alpharetta, GA 30004

BOND

BOND NUMBER: NA

DATE (Not later than Bid due date): 01/17/2024

PENAL SUM: Five Percent of the total amount bid

(5%)

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the City, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

Wilson Construction Management, LLC

Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title:

Attest: [Signature]
Signature and Title:

SURETY

The Gray Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature and Title: Kevin Wojtowicz, Attorney-In-Fact
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title: Stephanie Wall, Witness to Surety

- Note:
- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
 - (2) Any singular reference to Bidder, Surety, the City or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon Default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 The City accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
- 3.2 All Bids are rejected by the City; or
- 3.3 The City fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the City, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.

5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the City and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return

receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: NA

Principal: Wilson Construction Management, LLC

Project: 24-PW03

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kevin Wojtowicz, Jessica Reno, Edwin T. Collins, IV, Devin Phillips, Christian Collins, and Laura D. Mosholder of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 17 day of January, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 17 day of January, 2024.

Leigh Anne Henican





[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature  Date 1/17/2024

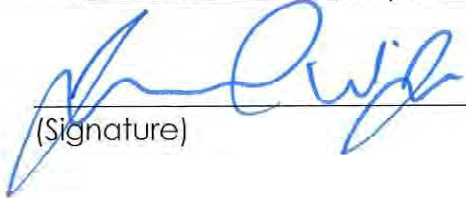
Print/Type Name Daniel Miller

Print/Type Company Name Here Wilson Construction Management, LLC

CORPORATE CERTIFICATE

I, Jeremiah Wilson, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that Daniel Miller who signed said bid in behalf of the Contractor, was then (title) Vice President of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of Georgia.

This 17th day of January, 20 24


(Signature)

(Seal)





[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

I do ☒, do not ☐, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

Asphalt: MHB Paving Inc
RRFB: Riverside Traffic Solution
Striping: Highway Services

Company Name: Wilson Construction Management, LLC



BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF GEORGIA CITY OF MILTON

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 City of Milton 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:

1556715
eVerify Number

07/16/20
Date of Authorization

Wilson Construction Management, LLC
Name of Contractor

Bethany Bend Traffic and Pedestrian
Improvements
Name of Project

City of Milton, Georgia
Name of Public Employer

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

Executed on January, 17th, 2024 in
Norcross (city), GA (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer
or Agent

Daniel Miller / V.P.

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 17th DAY OF January, 2024.

Haleigh Youmans
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
10/25/2026





DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

Please complete this form and return as part of your bid package when it is submitted.

Name of Bidder Wilson Construction Management, LLC

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

N/A

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value	Description
<u>N/A</u>	<u>N/A</u>
<u></u>	<u></u>

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Milton and your relation:

<u>N/A</u>	<u>N/A</u>
<u></u>	<u></u>

PROJECT SPECIFICATIONS

1. To bid on this contract, the Contractor must be listed on the current Georgia Department of Transportation *Pre-Qualified Contractors* list and must have work class 400-Hot Mix Asphaltic Concrete Construction classification. The Contractor must also possess a Utility Contractors license. No exceptions. The Contractor must have constructed a roundabout in the last 5 years. The Contractor must be in good standing with the City of Milton.
2. The Contractor shall comply with the plans and specifications provided in hyperlinks below. The current plans may be downloaded at:

Bethany Bend Mini Roundabout:

<https://www.miltonga.gov/home/showdocument?id=7342&t=638384894025382151>

Bethany Bend Mid-Block Crossing:

<https://www.miltonga.gov/home/showdocument?id=7344&t=638384894245700553>

In addition to other standard specifications referenced herein, the bid package includes:

- a. Construction Drawings;
 - b. Special Provision 150- Traffic Control;
 - c. Special Provision 163 – Miscellaneous Erosion Control Items;
 - d. Special Provision 165 - Maintenance of Temporary Erosion and Sedimentation Control Devices;
 - e. Special Provision 171 – Silt Fence;
 - f. Special Provision 700 – Grassing.
3. Where contract documents reference "The Department" or "GA Department of Transportation" or "The Engineer", it shall also mean "City of Milton."
 4. All traffic control measures, and signage are the responsibility of the Contractor. Contractor shall coordinate all work with the City of Milton.
 5. Replace, in kind, any vegetation or landscaping damaged during construction. Include cost in the price bid.
 6. Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition), and Special Provisions modifying them, except as noted herein.

PROJECT SPECIAL PROVISIONS

All project signage and striping are to be pre-marked and approved by Milton Public Works prior to installation.

When constructing the landscape splitter islands and installing the underdrains for the islands the Contractor will remove all asphalt before building the island.

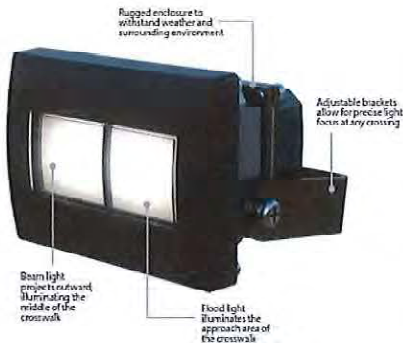
Limits of disturbance shall be marked prior to clearing beginning. The Contractor will mark all trees to be removed with city personnel prior to any clearing starting.

The Rectangular Rapid Flashing Beacon assembly shall be TAPCO brand per detail in plans. The controller box for the RFB is to be installed at a level of 5' above grade. The beacon will also have the Safewalk Crosswalk Illuminator.

ENHANCEMENTS SAFEWALK™ CROSSWALK ILLUMINATOR

Increase pedestrian visibility at poorly lit, two-lane crossings with the SafeWalk™ Crosswalk Illuminator – a simple safety enhancement to TAPCO Pedestrian Crosswalk Systems.

SAFETY
SECTION



LIGHTS UPON ACTIVATION

- Activates concurrently with LED-enhanced warning alerts.

BRIGHT BY DESIGN

- Illuminates two-lane crosswalks to meet and exceed the FHWA's recommendation of 20 Lux.

MODULAR

- Can be added to existing or new TAPCO Pedestrian Crosswalk Systems.

FLEXIBLE

- For solar or line voltage applications.



(800) 236-0112 | TAPConet.com | **TAPCO** 17

Project will include two (2) Variable Message Signs that shall be American Signal brand CMS-GP465T 4x6 product. This equipment shall be purchased new and shall become City property and remain with the City at the end of this project.



The decorative sign assemblies for Bethany Creek Subdivision will be reinstalled as a part of this contract. The decorative poles will be removed and placed securely on the site to be used by the HOA later. All permanent signage will be installed on the standard square galvanized poles.

PROSECUTION AND PROGRESS

Construction shall begin no later than TEN (10) calendar days past the issuance of Notice to Proceed. The time of completion for the project will be September 30, 2024.

Completion time will not be extended for normal weather conditions. The time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed. For the purpose of this Contract, the Contractor agrees that he may expect to lose calendar days due to weather in accordance with the following table:

Jan. 10 days	May 8 days	Sep. 7 days
Feb. 9 days	June 8 days	Oct. 6 days
Mar. 9 days	July 11 days	Nov. 7 days
Apr. 8 days	Aug. 9 days	Dec. 8 days

The Contractor agrees that the measure of extreme weather during the period covered by this Contract shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeded 0.10 inch at the project site and the average temperature failed to exceed 40 degrees F. If the total accumulated number of calendar days lost to weather, from the start of work until the completion of project exceeds that total accumulated number to be expected for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. Request for extension in contract time shall be submitted monthly as part of the current month's pay application.

No change in Contract Sum will be authorized because of adjustments of Contract Time due to Owner's acceptance of Contract Claims for adjustments to Time due to abnormal weather conditions.

If weather (beyond normal) affects the required completion schedule, The City and selected contractor will negotiate a new completion date.

Normal workday for this project shall be 7:30 am to 7:30 pm and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on Sunday or national holidays (i.e., Memorial Day, July 4th, Labor Day, etc.). Lane closures will only be permitted between the hours of 9:00am and 4:00pm, Monday-Friday, unless otherwise approved by the City.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon completion of all work. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

MATERIALS

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

DEVIATION OF QUANTITIES

The quantities given are estimates only and will vary from those indicated. Payment will be made based on actual quantities of work completed and accepted. The City reserves the right to add or delete quantities at any time. Contractor will notify the City in writing if additional items are identified, or quantities of contract items will exceed plan. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

EROSION CONTROL

It is the responsibility of the Contractor to follow all Federal, State and Local erosion and sediment control laws and specifications. This includes meeting all NPDES guidelines. The Contractor shall serve as the Primary Permittee for this project and is responsible for filing the NOI and all necessary fees associated with it.

All slopes and shoulders shall be matted and grassed once final grade is reached.

Erosion/Sediment Control measures shall be installed and maintained by the Contractor throughout the duration of the project. The Contractor is responsible for the removal and disposal, off project site, of all installed temporary erosion/sediment control measures when affected areas have been restored to a level where vegetative coverings will minimize erosion. The cost for this will be considered incidental to the project and included in the overall bid.

UTILITIES

There are utilities in the project area. Contractor shall be responsible for locating and coordinating any utility relocation necessary for completion of the work. Utility plan sheets provided are based on early coordination and are subject to change.

Call "811 Know what's below Call before you dig." Locate, maintain, and protect existing utilities at all times during construction.

TEMPORARY TRAFFIC CONTROL

The Contractor shall, at all times, conduct his work in accordance with the traffic control plan and so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination are within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress include entrances and exits VIA driveways at various properties, and access to the intersecting roads and streets. The Contractor shall

maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs, temporary striping and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public. This shall include variable message boards to be placed near the intersection location, prior to beginning construction activities, to notify the traveling public of the upcoming lane closure(s). These variable message boards shall remain in place from to the beginning construction until substantial completion of the project. There shall be two (2) variable message boards, (one in each direction).

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the Contractor's expense. At no time will Contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) matching existing pavement markings on milled or patched pavements.

All personnel and equipment required for maintaining temporary traffic control, public convenience and safety will be included in the contract price.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, crops, fishponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, mailboxes and supports, water meters, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract. No stone or asphalt chunks shall be left in the right-of-way and screened topsoil shall be placed in all disturbed areas before grassing. Contractor is responsible for ensuring that all permanent grassing shall match the existing grassing.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he/she shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or he/she shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas before retainage will be released.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the Contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the Contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

SAFETY

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site. The Contractor shall comply with all OSHA regulations as they pertain to this project.

QC/QA TESTING OF MATERIALS

The Contractor will be responsible for all quality control testing (sampling, testing, and inspections) of materials incorporated into the project. All materials and workmanship shall meet appropriate GDOT specifications. Materials quality control testing types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications.

Contractor shall secure the services of a GDOT qualified geotechnical testing firm to perform all required tests. Test results shall be provided to the City promptly as the work progresses. Tests shall meet GDOT Specs for type, method, and frequency. This work shall be considered incidental to the rest of the work and no separate payment will be made.

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

PAVEMENT MIX DESIGN AND EQUIPMENT

The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882. Plant mix shall have 5% AC at the minimum and RAP shall not exceed 20% of the mix.

Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the City on a daily basis.

The most current version of the GDOT Specifications and Special Provisions apply, including but not limited to section 400 (including off-system Special Provision). Please refer to the GDOT website for the most current versions of the Specifications and Special Provisions. The asphalt equipment list must be submitted with the bid documents. The asphalt spreader shall have a minimum of 175 horsepower and a maximum spread width of 13'.

PAVEMENT MILLING

The milling equipment shall be a power-driven, self-propelled machine which is specifically designed to mill and remove a specified depth of existing asphalt paving. The equipment shall be of size, shape, and dimensions so as not to restrict the safe passage of traffic in areas adjacent to the work. Conveyors capable of side, rear or front loading shall be provided together with the necessary equipment to transfer the milled material from the roadway to a truck. Dust control shall be such as not to restrict visibility of passing traffic or annoy adjacent property owners.

The Contractor shall also mill across the whole roadway at the beginning and ending limits of the project to provide an adequate tie-in with existing pavements.

Topping shall be tapered/feathered so as to tie into existing driveways with the best possible ride and aesthetic result. Tie-ins shall be marked on the ground and approved by the City prior to paving.

Areas where no curb exists are not to be milled except as may be directed on the plans or to provide adequate tie-in with existing pavement. The milling operation shall provide a pavement surface that is true to line, grade and cross-section and of uniform texture.

Areas where curb and gutter exist shall be edge milled to a distance of 6 feet from the edge of the gutter to provide a level transition from the final paved surface to the top of the gutter pan. Depth of the edge milling at the gutter shall be equal to the depth of the final asphalt topping course.

A ten-foot straightedge shall be maintained in the vicinity of the milling operation at all times for the purpose of measuring surface irregularities of the milled pavement surface. The Contractor shall provide the straightedge and labor for its use. All irregularities in excess of 1/8" in 10' shall be re-milled at no additional cost.

The finished cross slope shall be uniform to a degree that no depressions or misalignment of slope greater than 1/4" in 12' are present when tested with a straightedge placed perpendicular to the centerline. The finished pavement surface will be subject to visual and straightedge inspection.

The Contractor shall be responsible to repair any damage to existing curbs, aprons, and driveways caused by the Contractor's operations at no additional cost to the City.

All material generated as a result of the milling operation shall become the property of the Contractor. The milled material shall be stockpiled, recycled and utilized by the bidder as a means to offset the unit cost of patching.

After milling is completed all loose and flaking masses of asphalt shall be removed.

The Contractor and City shall measure all work and determine the total pavement area in square yards, to establish the basis of payment for the milling work.

BITUMINOUS TACK COAT

This work shall consist of the placement of bituminous tack on all areas. The cost of bituminous tack shall be included in the cost of the project. Bituminous tack is not measured as a separate pay item. AC-20 or AC-30 shall be used. All surfaces shall be cleaned completely and thoroughly before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack coat shall be applied between .03 to .06 gallons per square yard.

BETHANY CREEK RESURFACING

The Contractor as a part of this project will also be edge milling, patching and resurfacing the streets in both Bethany Creek North and South. The Contractor will also be repairing damaged curb and gutter and sidewalk as determined by the Engineer. There will also be the installation of ADA ramps at the intersection of South Bethany Creek Drive and Parkbrook Trace. These quantities will be tracked separately for accounting purposes.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

ITB 24-PW03 BID SCHEDULE on the following pages – 5 pages total

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BETHANY BEND MINI ROUNDABOUT					
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
150-1000	TRAFFIC CONTROL	LS	1	\$108,549.00	\$108,549.00
163-0232	TEMPORARY GRASSING	AC	1	\$1,480.00	\$1,480.00
163-0550	CONSTRUCT & REMOVE INLET SEDIMENT TRAP	EA	3	\$244.00	\$732.00
165-0105	MAINTAINANCE OF INLETS SEDIMENT TRAP	EA	3	\$179.00	\$537.00
165-0010	MAINTAINANCE OF TEMPORARY SILT FENCE, TP A	LF	310	\$1.00	\$310.00
171-0010	TEMPORARY SILT FENCE TYPE "A" - NS	LF	620	\$3.00	\$1,860.00
210-0100	GRADING COMPLETE	LS	1	\$193,064.00	\$193,064.00
310-1101	GR AGGR BASE CRS, INCL MATL	TN	52	\$59.00	\$3,068.00
402-3103	RECYCLED ASPHALT CONCRETE 9.5 MM SUPERPAVE GP 2 ONLY INCLUDING BITUMINOUS MATERIAL AND H-LIME 1.5IN.	TN	240	\$175.00	\$42,000.00
432-0206	MILLASPH CONC PVMT, 11/2 IN DEPTH	SY	3500	\$3.50	\$12,250.00
441-0104	CONC SIDEWALK, 4 IN	SY	225	\$55.00	\$12,375.00
441-0108	CONC SIDEWALK, 8 IN	SY	25	\$98.50	\$2,462.50
441-5004	CONCRETE HEADER CURB, 10 IN, TP 4	LF	82	\$28.50	\$2,337.00
441-5008	CONCRETE HEADER CURB, 6 IN, TP 7	FL	467	\$23.00	\$10,741.00
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	LF	130	\$25.50	\$3,315.00
441-0746	CONCRETE MEDIAN, 51/2 IN	SY	274	\$165.00	\$45,210.00
441-0754	CONCRETE MEDIAN, 71/2 IN	SY	48	\$185.00	\$8,880.00
550-5120	STORM DRAIN PIPE, 12 IN, CLASS III	LF	51	\$229.00	\$11,679.00
550-5150	STORM DRAIN PIPE, 15 IN, CLASS III	LF	115	\$229.00	\$26,335.00
610-9001	REM SIGN	EA	1	\$150.00	\$150.00
611-8120	ADJUST WATER METER BOX TO GRADE	EA	2	\$200.00	\$400.00
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	4	\$250.00	\$1,000.00
611-5551	RESET SIGN	EA	1	\$150.00	\$150.00
611-3000	RECONSTR CATCH BASIN, GROUP 1	EA	2	\$5,320.00	\$10,640.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFLSHEETING, TP 9	SF	44	\$32.00	\$1,408.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFLSHEETING, TP 11	SF	124	\$34.00	\$4,216.00
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFLSHEETING, TP 9	SF	31	\$35.00	\$1,085.00
636-2070	GALV STEEL POSTS, TP 7	LF	246	\$14.00	\$3,444.00
647-1030	RRFB INSTALLATION NO -1 & 2	LS	1	\$41,000.00	\$41,000.00
653-0190	THERMOPLASTIC PVMT MARKING, ARROW, TP 9	EA	4	\$307.00	\$1,228.00
653-0296	THERMOPLASTIC PVMT MARKING, WORD, TP 15	EA	4	\$406.00	\$1,624.00
653-1501	THERMOPLASTIC SOLIDTRAF STRIPE, 5 IN, WHITE	LF	1150	\$0.90	\$1,035.00
653-1502	THERMOPLASTIC SOLIDTRAF STRIPE, 5 IN, YELLOW	LF	850	\$0.90	\$765.00
653-1804	THERMOPLASTIC SOLIDTRAF STRIPE, 8 IN, WHITE (CROSSWALK)	LF	680	\$3.00	\$2,040.00
653-4830	THERMOPLASTIC SKIP TRAF STRIPE, 18 IN, WHITE	GLF	115	\$4.00	\$460.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	154	\$7.00	\$1,078.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	138	\$7.50	\$1,035.00
654-1001	RAISED PVMT MARKERS TP 1	EA	112	\$7.00	\$784.00
654-1003	RAISED PVMT MARKERS TP 3	EA	30	\$7.00	\$210.00
668-1100	CATCH BASIN, GP 1	EA	2	\$5,383.00	\$10,766.00
668-2100	DROP INLET, GP 1	EA	2	\$5,034.00	\$10,068.00
700-9300	SOD	SY	120	\$9.50	\$1,140.00
632-0003	CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	EA	2	\$15,000.00	\$30,000.00
	MISCELLANEOUS LANDSCAPE ALLOWANCE				\$10,000.00
	MISCELLANEOUS CONSTRUCTION ALLOWANCE				\$50,000.00
				TOTAL	\$672,910.50

Pedestrian Crossing at Bethany Bend at Serenade Ct					
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
	ROADWAY ITEMS				
150-1000	TRAFFIC CONTROL	LS	1	\$7,500.00	\$7,500.00
163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	EA	1	\$800.00	\$800.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	1	\$244.00	\$244.00
165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	EA	1	\$400.00	\$400.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	1	\$179.00	\$179.00
171-0010	TEMPORARY SILT FENCE, TP A	LF	52	\$3.00	\$156.00
210-0100	GRADING COMPLETE	LS	1	\$70,000.00	\$70,000.00
310-1101	GR AGGR BASE CRS, INCL MATL	TN	17	\$59.00	\$1,003.00
441-0104	CONC SIDEWALK, 4 IN	SY	10	\$59.00	\$590.00
441-0108	CONC SIDEWALK, 8 IN	SY	7	\$98.50	\$689.50
441-0740	CONCRETE MEDIAN, 4 IN	SY	57	\$60.00	\$3,420.00
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	95	\$27.50	\$2,612.50
441-7012	CURB CUT WHEELCHAIR RAMP, TYPE B	EA	2	\$3,150.00	\$6,300.00
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	5	\$186.00	\$930.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	36	\$32.00	\$1,152.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	44	\$33.00	\$1,452.00
636-2070	GALV STEEL POSTS, TP 7	LF	36	\$14.00	\$504.00
636-1033	HIGHWAY SIGNS, TP 1, MATL, REFL SHEETING, TP 9	SF	28	\$32.00	\$896.00
636-2070	GALV STEEL POSTS, TP 7	LF	78	\$14.00	\$1,092.00
647-2120	PULL BOX, PB-2	EA	3	\$715.00	\$2,145.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	1	\$152.00	\$152.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 INCH, WHITE	LF	27	\$7.00	\$189.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 INCH, WHITE	LF	185	\$3.50	\$647.50
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	70	\$7.50	\$525.00
668-1100	CATCH BASIN, GP 1	EA	1	\$5,383.00	\$5,383.00
668-4300	STORM SEWER MANHOLE, TP 1	EA	1	\$2,335.00	\$2,335.00
999-5200	DETECTABLE WARNING SURFACE	SF	56	\$22.00	\$1,232.00
700-6910	PERMANENT GRASSING	AC	1	\$2,450.00	\$2,450.00
999-3800	RECTANGULAR RAPID BEACON ASSEMBLY (SINGLE-SIDED ASSEMBLY)	EA	2	\$8,785.00	\$17,570.00
999-3800	RECTANGULAR RAPID BEACON ASSEMBLY (DOUBLE-SIDED ASSEMBLY)	EA	1	\$9,785.00	\$9,785.00
				TOTAL	\$142,333.50

Bethany Creek Resurfacing					
ITEM	ITEM			UNIT	TOTAL
NUMBER	DESCRIPTION	UNITS	QUANTITY	PRICE	AMOUNT
150-1000	Traffic Control	LS	1	\$19,900.00	\$19,900.00
402-1802	Asphalt Concrete Patching including Bituminous Material & H Lime 3 in. 19mm	TN	350	\$162.00	\$56,700.00
402-3103	Recycled Asphalt Concrete 9.5 MM Superpave GP 2 Only Including Bituminous Material and H-Lime 1.5 in.	TN	750	\$175.00	\$131,250.00
432-5010	Mill Asphalt Conc Pvmf, Variable Depth	SY	14,000	\$3.00	\$42,000.00
441-0104	5' Concrete Sidewalk Class A	SY	300	\$69.5	\$20,850.00
441-6012	Curb & Gutter Type 2	LF	400	\$27.5	\$11,000.00
441-Ramp	Concrete 9031 Ramps (Parkbrook)	EA	2	\$3,300.00	\$6,600.00
				TOTAL	\$288,300.00

Bethany Bend Mini Roundabout, Pedestrian Crossing at Bethany Bend/Serenade Ct, and Bethnay Creek Resurfacing
Total Bid Price including Misc. Construction & Landscape Allowance:
\$ 1,103,544.00

Print Total Bid Price: One million one hundred three thousand five hundred forty-four and 00/100 dollars
(including Misc. Construction & Landscape Allowance)

Number of days to fully complete project (exclude weather related days) 120 days

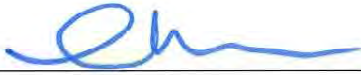
The undersigned, as bidder, declares and represents that it has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be performed, including those conditions affecting the cost of the work and the delivery, handling and storage of materials and equipment. The bidder has examined and read the Bidding Document and has satisfied himself/herself that the Bidding Document is an adequate and acceptable reflection of the work which is required to be performed and that the bidder is willing and able to perform all of the work necessary. The bidder further

certifies that no additional information is required to complete the work encompassed by this bid within the cost and schedule established and agreed upon within this bidding document.

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within One Hundred and Twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY Wilson Construction Management, LLC

ADDRESS 6365 McDonough Drive, Norcross, Ga, 30093

AUTHORIZED SIGNATURE 

PRINT / TYPE NAME Daniel Miller

TITLE Vice President

END of BID SCHEDULE ~ ITB 24-PW03 (page 5 of 5)



Wilson Construction Management

Wilson Construction Management
6365 McDonough Dr,
Norcross, GA 30093

Daniel Miller (C) (770) 596-8778 (O) (404) 626-4397
Parth Patel (C) (419) 378-6705

When you choose Wilson Construction Management, you have a partner that is as committed to the success of your construction project as you are, completing it on time, every time. We are a GDOT-approved contractor and equipped to handle all facets of heavy civil projects from start to finish. Everyone's project is different. Our team will collaborate with you to ensure all value opportunities have been identified to expedite the schedule and control costs.

Wilson Construction Management Provides Heavy Civil and Infrastructure Project to include earthworks, grading to water/sewer infrastructure, Excavation, and more throughout the Southeast. We prepare the site by performing clearing of trees and debris, removing topsoil, grading, underground storm drains and utilities. Based on the type of project, we prepare the graded area for completion of the site service.

From stormwater control and municipal water resources to sewer/wastewater piping, our team has the skills and resources to do the job right. Wilson excels at installing pipelines without having to dig up the ground. This process also reduces your project's cost, in addition to saving you time in terms of construction duration.

We keep our development services cost-effective, while keeping our execution quick and efficient. We offer our clients the complete package of construction management and infrastructure work, ensuring the success of any construction project from start to finish. Our full-service company will provide superior results to any project you hire us for.



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

September 21, 2023

CERTIFICATE OF QUALIFICATION
Vendor ID: 16636

Wilson Construction Management, LLC
6365 McDonough Drive
Norcross, GA 30093

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued: *"Special provisions of this certificate provides that there will be "No competing bids with AKA Tree Service, LLC due to common ownership."*

MAXIMUM CAPACITY RATING: \$53,200,000.00

CERTIFICATE EXPIRES: August 31, 2025

PRIMARY WORK CLASS/CODE: 205

SECONDARY WORK CLASS(ES)/CODE(S): 150, 163, 201, 205A, 206A, 208, 209, 310, 310A, 439, 441, 500A, 513, 550, 603A, 615, 636, 641, 643, 660, 668, 670, 700, 702 and 800A

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification **prior** to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

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

Sincerely, 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: 2023.09.25 08:27:17-04'00'

MM:TKA

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 2/4/2022 8:10:22 PM

BUSINESS INFORMATION

CONTROL NUMBER 19114907
BUSINESS NAME Wilson Construction Management LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 02/04/2022
ANNUAL REGISTRATION PERIOD 2022, 2023, 2024

PRINCIPAL OFFICE ADDRESS

ADDRESS 4104 W.White Rd., Oakwood, GA, 30566, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
NATHANIEL WILSON	4104 W WHITE RD, OAKWOOD, GA, 30566, USA	Hall

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE nathaniel wilson
AUTHORIZER TITLE Organizer



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. GCQA007398

Roy Daniel Miller
570 Old Alabama Rd
Cartersville GA 30120

Company Name: Wilson Construction Management LLC
Company License NO: GCCO007401
General Contractor Qualifying Agent

EXP DATE - 06/30/2024 Status: Active
Issue Date: 09/14/2021

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Roy Daniel Miller
570 Old Alabama Rd
Cartersville GA 30120

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Licensing Board for Residential and General Contractors
License No. GCQA007398

Roy Daniel Miller

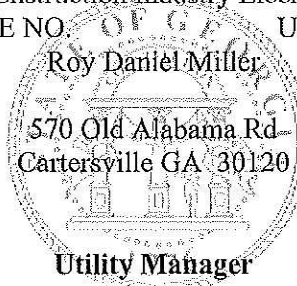
570 Old Alabama Rd
Cartersville GA 30120

Company Name: Wilson Construction Management LLC
Company License NO: GCCO007401
General Contractor Qualifying Agent

EXP DATE - 06/30/2024 Status: Active
Issue Date: 09/14/2021



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UM102684



EXP DATE - 04/30/2025 Status: Active
Issue Date: 10/12/2021

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

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Roy Daniel Miller
570 Old Alabama Rd
Cartersville GA 30120



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. UM102684





STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC302595
Wilson Construction Management LLC



EXP DATE - 04/30/2025 Status: Active
Issue Date: 11/08/2021

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

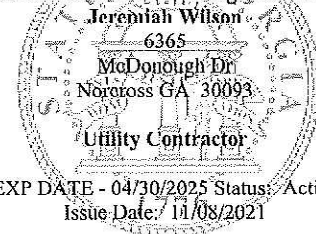
Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Wilson Construction Management LLC
6365
McDonough Dr
Norcross GA 30093



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. UC302595
Wilson Construction Management LLC





Only valid at this location and when location conforms to Gwinnett County Ordinance

Gwinnett County Licensing and Revenue

446 W. Crogan Street, Suite 300, Lawrenceville, GA 30046



DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued:	February 2, 2023	Certificate Number:	2023209273
Expires:	March 31, 2024	Fee:	\$5,925.00
Business Name:	WILSON CONSTRUCTION MANAGEMENT, LLC		
Description:	Highway, Street, and Bridge Construction		

2023

Not Transferable

Business Location

6365 MCDONOUGH DR
NORCROSS GA 30093-1208

MAIL TO:

WILSON CONSTRUCTION MANAGEMENT, LLC
6365 MCDONOUGH DR
NORCROSS GA 30093-1208

Wilson Construction Equipment List

Equipment ID	Equipment Category	Equipment Description	Ownership Type
AB01	PORTABLE BOARDS	Solar Powered Arrow Board	Own
ATT01	ATTACHMENT	Bobcat Broom Attachment	Own
ATT02	ATTACHMENT	Skid Steer Jack Hammer	Own
BD01	BULLDOZER	2021 Komatsu D51	Own
BD02	BULLDOZER	Komatsu 3752.17	Own
CO01	COMPACTOR	Ammann Smooth Drum Roller	Own
CO02	COMPACTOR	Ammann Trench Roller	Own
CO03	COMPACTOR	MQ PLATE TAMP	Own
CO04	COMPACTOR	Hamm H7 Sheep Foot	Own
CO05	COMPACTOR	BOMAG 177D5	Own
CO05	COMPACTOR	Ammann Trench Roller	Own
CS01	SMALL TOOLS	Husqvarna FS 400 LV 18" Saw	Own
DT01	TRAILER	2021 Maxx Dump Trailer DDX9620	Own
DT01	UTILITY TRUCK	2016 F750 Dump Truck Single Axle	Own
EX01	EXCAVATOR	Komatsu PC490LC-11 Hydraulic Excavator	Own
EX02	EXCAVATOR	Komatsu PC210LC-11 3670.15	Own
EX03	EXCAVATOR	2021 Doosan Excavator	Own
EX04	EXCAVATOR	Doosan 140 Excavator	Own
EX05	EXCAVATOR	2021 KOMATSU PC88-MR-10	Own
EX06	EXCAVATOR	Doosan DX85R-3 Excavator #1	Own
EX07	EXCAVATOR	Doosan DX85R-3 Excavator #2	Own
EX08	EXCAVATOR	JOHN DEERE 245	Own
EX09	EXCAVATOR	JOHN DEERE 145	Own
JJ01	SMALL TOOLS	MQ RAMMER/JUMPIN JACK	Own
MB01	PORTABLE BOARDS	Solar Powered Message Sign	Own
MB02	PORTABLE BOARDS	Solar Powered Message Sign	Own
MB03	PORTABLE BOARDS	Solar Powered Message Sign	Own
MB04	PORTABLE BOARDS	Solar Powered Message Sign	Own
PL01	SMALL TOOLS	TopCon TP-L6WB SN P2002567	Own
PT01	UTILITY TRUCK	2021 Ram 1500	Own
PT02	UTILITY TRUCK	2021 Ram 1500	Own
PT03	UTILITY TRUCK	Ram 4500 UT	Own
PT04	UTILITY TRUCK	2021 Ram 1500	Own
PT05	UTILITY TRUCK	2016 Dodge Ram 5500	Own
PT06	UTILITY TRUCK	2020 Ford F-250	Own
PT07	UTILITY TRUCK	2021 Ford F150	Own
PT08	UTILITY TRUCK	2022 Dodge 2500 UT	Own
RP01	SMALL TOOLS	4'x8' Road Plates (4)	Own
SS01	LOADER	Bobcat 23426.66	Own
SS02	LOADER	2019 Bobcat T595 Track Loader	Own
SS03	LOADER	Takeuchi TL10V2	Own
SS04	LOADER	Takeuchi TL12R2	Own
SS05	LOADER	Takeuchi TL12R1	Own
TB01	SMALL TOOLS	Trench Box 8'x16'	Own
TB02	SMALL TOOLS	Trench Box 8'x12'	Own
TR02	TRAILER	Trailer	Own
WD01	WELDER	Miller Bobcat Welder for Water crew	Own
WL01	LOADER	Komatsu Wheel Loader 320	Own
WT01	UTILITY TRUCK	2007 F650 Water Truck	Own
WTT01	WATER	Water line testing equipment with trailer	Own



Wilson Construction Management

December 7, 2021

To whom it may concern:

Daniel Miller, Vice President of Wilson Construction Management, L.L.C., has the full authority to sign all bids, proposals, contracts, or construction documents as needed. He has been issued this authority from the owners of Wilson Construction Management, L.L.C.

Thank you,

Nathaniel Wilson (Co-Owner)

Jeremiah Wilson (Co-Owner)

Notary of the Public Signature



DANIEL MILLER, GCQA

Cartersville, GA 30120

770-596-8778 • danielm35@gmail.com

OPERATIONS & CONSTRUCTION PROJECT MANAGEMENT SPECIALIST

Results-driven operations management and construction manager with expertise as a construction manager, project manager and superintendent. History of concurrently directing multiple projects to successful completion through effective management and team collaboration. Continually strives to produce high quality teams while adhering to a tight schedules and budget. Advanced understanding of customer needs with diligent attention to detail results in superior customer service and high levels of client satisfaction.

GA General Contractor License | GA Utility Manager | Project Management | Budget & Cost Control | Team Management | Design & Development | Customer Relations | Multi-Site Management | Value Engineering

EDUCATION:

2/2009 – 9/2011 ITT Technical Institute Kennesaw, GA
Associate of Science Degree: Computer Drafting and Design with concentration in Construction Management
Graduation Date: December 2011

- GPA: 3.96
- Recipient of the Highest Honors, Honors and Perfect Attendance Award

EXPERIENCE:

Wilson Construction Management - 6/7/2021– present

- Vice President of Construction Operations
- Responsible for all aspects of the company's development, activities, planning and executing long term plans, as well as ensuring compliance with internal, local, state, and federal guidelines and safety standards.

Construction Management & Engineering Services - 05/2010 – 6/7/2021

- Construction Operations Management
- Operations management for the effective and successful management of labor, productivity, quality control and safety measures as established and set for the operations department. Serve as a company representative on regulatory issues. As the construction manager, participated in the project planning, determining the budget, select any necessary contractors, review paperwork and permits before submission and direct the daily operations of each project. Coach and mentor employees, help with strategic planning for company growth and develop professional relationships with both employer and company's clients. Enhance the operational procedure, systems and principles in the areas of information flow and management, business processes, enhanced management reporting and looks for opportunities to expand systems.

Construction Management & Engineering Services - 05/2010 – 6/7/2021

- Superintendent
- Complete multiply projects from contract to closeout, with focus on delivering project on time and within budget. Responsible for safety, quality, and budget for projects ranging in size from 2 million to 36 million with management of multiple construction sites simultaneously. Generated project estimates, monthly invoices, production schedules and value engineering options based on extensive research. Prepared request for information, submittals and change orders. Evaluated subcontractor pricing to determine project cost. Review daily quality control reports to monitor project progress. Prepare project completion and closeout documents. Conducted constructability reviews for contracts. Supervised all site activities and directed trades in weekly subcontractor meetings. Organized site logistics and coordination plans.

Kesco Southeast Explosives - 02/2004 – 04/2010 excluding 03/2007 - 09/2007

- Explosive Engineer. (Blaster Level III).
- Responsible for the safe and efficient surface blasting of construction projects. Responsibilities include scheduling shots, determining drilling lay-out, loading of explosives and determining most efficient surface drilling and blasting methodology. Required to effectively follow international explosives engineer's society drilling and blasting standards as well as all safety procedures. Schedules explosive deliveries through suppliers and effectively loads and ignites explosive blasts. Reviews blasts results with customer after each event and discusses opportunities for improvement. Transported high explosives on the highway. Coordinate field activities with daily scheduling.

CW Matthews - 03/2007 - 09/2007

- Foreman
- Required to prepare and maintain accurate daily logs and reports, installation and inspections of all traffic control devices. Supervise general labor for ongoing projects. Field design of best management practices for erosion control. Heavy equipment operator. Layout for striping of interstates/highways. Coordinate field activities with daily scheduling. Attend all pre-construction meetings and assists with the coordination and management of subcontractors on Civil and Infrastructure projects.

Cohutta Grading - 09/2002 - 02/2004

- Heavy Equipment operator
- Ability to operate all types of heavy equipment while assisting with all aspect of the grading and underground pipe operations. Establish and transfer elevations. Install water and storm pipe. Mass and finish grading.

Certifications/skills/software/other

Skills:

- Project Management / Cost control
- RFI's / Change orders
- Monthly Invoicing
- Accurate detailed reports
- Submittals
- Comprehend civil site plans
- Estimating

Software:

- Primavera
- AutoCAD 2010
- Microsoft Project
- Autodesk Civil 3D
- Microsoft Outlook
- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint

Certifications:

- Georgia General Contractor License Qualifying Agent
- National Commercial Building Contractor License - NASCLA
- Georgia Professional Utility Foreman License
- Georgia Certified Public Weigher
- International Explosives Engineers Society
- OSHA 30 Hour certified
- National Safety Council traffic control supervisor
- GA soil and water conservation commission certified personnel. (Erosion Control)
- National Safety Council flagging certified.
- GDOT Worksite Utility Coordinator and relocations
- GDOT Erosion Control (WECS)
- State of Georgia Blasting Authorization (Level 3)
- Florida state explosive license.
- Alabama state explosive license.
- Excavation competent person.
- Bureau of Alcohol, Tobacco, and Firearms (ATF) clearance.
- Class A CDL / Heavy Equipment Operator
- Machine Control GPS

Selected Accomplishments:

- 5th Runway - Atlanta Hartsfield Jackson Airport
- 14th Street Bridge Replacement and Improvements - \$88M Georgia Department of Transportation 2007
- Memorial Road Improvements - \$4M DeKalb County Department of Transportation 2010
- Old Norcross Tucker Road Improvements - \$5M Gwinnett County Department of Transportation 2012
- Marietta Road Improvements - \$3M City of Canton Department of Transportation 2013
- GA20 @ SR108 Intersection Improvements - \$6M Georgia Department of Transportation 2014
- Mullinax Road Widening and Improvements - \$14M Forsyth County Department of Transportation 2015
- Bethlevew Road Widening and Improvements - \$37M Forsyth County Department of Transportation 2016
- East Cherokee Dr Widening and Improvements - \$7M Cherokee County Department of Transportation 2017
- Hardscrabble Road Reconstruction with Roundabout - \$7M City of Roswell Department of Transportation 2018
- Birmingham Road Culvert Replacement - \$1.2M City of Milton Department of Transportation 2019
- And many more Infrastructure projects including mass dirt moving operations, box culverts, bridges, 72" RCP pipe, 36" water line and asphalt work.

Federal, State, County or Municipal agency

- Georgia Department of Transportation - GDOT
- Cobb County DOT and Cobb County Water Authority
- Forsyth County DOT including Forsyth County Water Authority

- Fulton County Water Authority
- City of Milton
- City of Peachtree Corners
- Gwinnett County DOT including Gwinnett County Water Authority
- Cherokee County including Gwinnett County Water Authority and many others.



To Whom It May Concern,

I am writing to recommend Wilson Construction Management for additional construction services with future prospective clients. I have had the pleasure of working directly with them on our Brumbelow Road at Tuckerbrook Lane Project. The scope of work for this project involved installing medianettes and other modifications such as asphalt resurfacing to improve the intersection.

Wilson Construction has illustrated their attention to detail, quality and safety throughout this time. This company strives for the highest safety standards. The City of Johns Creek requires a serious commitment by everyone involved with our projects. Wilson Construction Management has met and exceeded expectations.

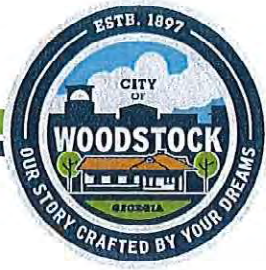
During the course of construction they effectively met all project schedule requirements. The construction crew was able to quickly adapt to any changes in order to keep work on schedule and aligned with the overall project schedule. In addition, Wilson Construction Management has been accommodating when dealing with unforeseen conditions and potential change orders.

Please consider Wilson Construction Management for your construction service needs. I recommend them and look forward to working with them again.

Tracy Stephens

Tracy Stephens
Construction Superintendent

Public Works



To whom it may concern:

I am happy to offer a letter of recommendation. Wilson Construction Management has been a great contractor to work with on our Neese Rd Improvement project partnered with GDOT. The work performed consisted of traffic control, erosion control, tree clearing, grading, import and placement of dirt and GAB, concrete sidewalk, curb and gutter, miscellaneous concrete, retaining wall, storm drainage pipe, grassing and sod, miscellaneous water line items, asphalt, signal, signs, and striping.

Wilson Construction Management's knowledge of the project met or exceeded all contractual obligations and was a success. I would recommend to others that they consider using Wilson Construction Management firm for their next construction project.

Sincerely,



Jamieson E. Palmer
Special Projects Manager, City of Woodstock, GA

MAYOR

Joe Lockwood

CITY COUNCIL

Peyton Jamison Matt Kunz
Laura Bentley Carol Cookerly
Joe Longoria Rick Mohrig

Date 3/30/2023

To Whom It May Concern:

The City of Milton has been under contract with Wilson Construction Management over the last couple of years on multiple projects and has been very pleased with the services provided. Wilson Construction Management was a low bidder on multiple projects and has proved they are more than capable to handle projects big and small. Daniel and his team have completed our projects on time and under budget. When we have run into obstacles on projects the Wilson team has offered up alternative fixes so these issues.

The Wilson Construction Management team provided the support and service that you would expect from a professional contractor.

I can offer my full support and recommendation of Wilson Construction Management for municipal construction including construction layout, traffic control, erosion control, tree clearing and grubbing, grading, roadway excavation, asphalt, concrete sidewalk, curb and gutter, miscellaneous concrete, retaining wall, storm drainage pipe, grassing and sod, sanitary sewer, jack and boring, 8", 12" 16" water main, and landscaping planting trees. grading, water and sewer installation, demolition, and forestry mulching.

Matt Fallstrom

Name: Matthew Fallstrom

Title: Capital Projects Manager



January 12, 2022

Re: Mr Jeff Davidson

To Whom It May Concern:

I have personally worked with Mr Jeff Davidson at where he served as a Superintendent on a project that Lowe Engineers managed for the City of Dunwoody.

Performing as the Project Superintendent, I found Jeff cordial and competent in the performance of the work of on the installation of water and sewer mains. The work included the installation 6, 8, 12 and 16 inch water mains, jack and bore and associated valves and reconnections to existing services. Work on this project also included the installation of 8" sewer mains and associated manholes.

The work was performed on the Mt Vernon Rd at Vermack Rd/Manhassett Dr Intersection Improvement project. The sewer work involved deep excavations crossing a road with tight utility clearances, and the water main work was adjacent to a high traffic volume corridor.

Through the course of work, I found Jeff competent with his decisions, and capable of resolving difficult issues that arose. I would not hesitate to work with Jeff again in any type of water, sewer, storm drain or roadway associated work. If further information is needed, I can be contacted at 404-545-1593.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Ayers", with a stylized flourish at the end.

David Ayers
Lowe Engineers
Construction Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Turner, Wood, & Smith Agency, Inc. 1515 Community Way PO Box 1058 Gainesville GA 30503	CONTACT NAME: Abbey Lindsey PHONE (A/C, No, Ext): (770) 536-0161 E-MAIL ADDRESS: abbey.lindsey@twsinsurance.com FAX (A/C, No): (770) 536-1283																					
INSURED Wilson Construction Management, LLC 6365 McDonough Dr NW Norcross GA 30093	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Cincinnati Insurance Company</td><td>10677</td></tr><tr><td>INSURER B:</td><td>Starstone Specialty Ins. / AmWins</td><td>44776</td></tr><tr><td>INSURER C:</td><td>ICW Insurance</td><td></td></tr><tr><td>INSURER D:</td><td>Evanston Ins. Co. / Markel</td><td>35378</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Cincinnati Insurance Company	10677	INSURER B:	Starstone Specialty Ins. / AmWins	44776	INSURER C:	ICW Insurance		INSURER D:	Evanston Ins. Co. / Markel	35378	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL22112230785**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	ENP0638577	12/16/2023	12/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	EBA0638577	12/16/2023	12/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	70598R220ALI	12/16/2023	12/16/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	Y	WGA 5068868 00	12/16/2023	12/16/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			CPLMOL114509	12/22/2023	12/21/2024	Pollution Limit per Claim \$1,000,000. Aggregate Limit \$1,000,000.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project : ITB 24-PW03, Bethany Bend Traffic and Pedestrian Improvement. Certificate Holder and Owner are Blanket Additional Insured ATIMA as required by written contract, and Blanket Waiver of Subrogation applies to General Liability as required by written contract under form #GA2503, #CG2503, and #CG2504. Additional Insured as required by written contract and Blanket Waiver of Subrogation is Non-Contributory applies to Auto under form #AA288. Blanket Waiver of Subrogation applies to Worker's Compensation under form #WC990627. Additional Insured and Waiver of Subrogation as required by written contract applies to Pollution under form #MEEI0007.

CERTIFICATE HOLDER**CANCELLATION**

City of Milton 2006 Heritage Walk Milton GA 30004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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“EXHIBIT C”

See Exhibits “A” and “B”

Bond No. GS59300615

"EXHIBIT D.1"

PERFORMANCE BOND

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT Wilson Construction Management, LLC (as CONTRACTOR, hereinafter referred to as the "Principal"), and **THE GRAY CASUALTY & SURETY COMPANY** (as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly bound unto City of Milton, Georgia (as OWNER, hereinafter referred to as the "City"), for the use and benefit of the City, in the sum of One Million, One Hundred Three Thousand, Five Hundred Forty-four and 00/100 Dollars (\$1,103,544.00), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City for the construction of a project known as Bethany Bend Traffic and Pedestrian Improvements (hereinafter referred to as "the PROJECT"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT"),.

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor's Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description,

including but not limited to, any damages for delay, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:
 - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the City to the Contractor's Surety; and
 - b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, as set forth below.



CONTRACTOR ("Principal"):

Wilson Construction Management, LLC

By:  (signature)

Daniel Miller (print)

Title: Vice President (SEAL)

Date: 02/08/2024

Attest:

 (signature)

Jeremiah Wilson (print)

Title: Secretary

Date: 02/08/2024

CONTRACTOR'S SURETY:

THE GRAY CASUALTY & SURETY COMPANY

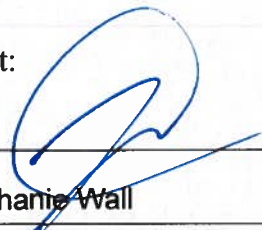
By:  (signature)

Jessica P. Reno (print)

Title: Attorney-In-Fact (SEAL)

Date: _____

Attest:

 (signature)

Stephanie Wall (print)

Title: Witness to Surety

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

Bond No. GS59300615

“EXHIBIT D.2”

PAYMENT BOND

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT Wilson Construction Management, LLC (as CONTRACTOR, hereinafter referred to as the “Principal”), and **THE GRAY CASUALTY & SURETY COMPANY** (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto City of Milton, Georgia (as OWNER, hereinafter referred to as the “City”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of One Million, One Hundred Three Thousand, Five Hundred Forty-four and 00/100 Dollars (\$1,103,544.00), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City for the construction of a project known as Bethany Bend Traffic and Pedestrian Improvements (hereinafter referred to as “the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”).

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A “Claimant” shall be defined herein as any Subcontractor, person, Party, partnership, corporation, or other entity furnishing labor, services, or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services, or materials

were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the City, or the filing of a Lien against the property of the City affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers, as set forth below.

[SIGNATURES ON FOLLOWING PAGE]



CONTRACTOR:

Wilson Construction Management, LLC

By:  (signature)

Daniel Miller (printed)

Title: Vice President (SEAL)

Date: 02/08/2024

Attest:

 (signature)

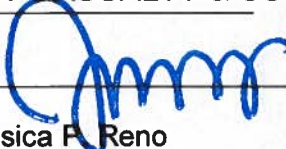
Jeremiah Wilson (printed)

Title: Secretary

Date: 02/08/2024

CONTRACTOR'S SURETY:

THE GRAY CASUALTY & SURETY COMPANY

By:  (signature)

Jessica P. Reno (printed)

Title: Attorney-In-Fact (SEAL)

Date: _____

Attest:

 (signature)

Stephanie Wall (printed)

Title: Witness to Surety

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

Bond No. GS59300615

"EXHIBIT D.3"

MAINTENANCE BOND

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT Wilson Construction

Management, LLC (as CONTRACTOR, hereinafter referred to as the "Principal"), and
THE GRAY CASUALTY & SURETY COMPANY (as SURETY COMPANY, hereinafter referred to as the
"Contractor's Surety"), are held and firmly bound unto the City of Milton, Georgia (as OWNER,
hereinafter referred to as the "City"), for the use and benefit of the City for maintenance of
improvements as described below in the sum of THREE HUNDRED SIXTY-SEVEN
THOUSAND, EIGHT HUNDRED FORTY-EIGHT AND 00/100 DOLLARS (\$367,848.00) (one
third of the total amount paid under the Contract), lawful money of the United States of America,
for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written agreement with the City for
the Bethany Bend Traffic and Pedestrian Improvements (hereinafter referred to as "the Project"),
which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the
"Contract").

WHEREAS, said Project has been approved by the City of Milton, under the terms that a
maintenance bond is required of said Principal and good and sufficient surety payable to the City,
and conditioned that the Principal shall, for a period of two (2) years beginning on the date of final
completion of the Project, repair and replace any defects arising from the Project in accordance
with all applicable federal and state laws, with the Agreement, and with all applicable City
regulations, including but not limited to the Code of Ordinances for the City of Milton, Georgia,

in force as of the date of said approval.

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall repair and replace any and all defects arising from the Project, whether resulting from defective materials or defective workmanship, and if the Principal and the Contractor's Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements described herein, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance by the Principal;

- a. The Contractor's Surety shall commence performance of its obligations and undertakings under this bond no later than thirty (30) days after written notice from the City to the Contractor's Surety;
- b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this bond shall be subject to the advance written approval of the City.

The parties further expressly agree that any action on this bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, as set forth below.



CONTRACTOR ("Principal"):

Wilson Construction Management, LLC

By:  (signature)

Daniel Miller (print)

Title: Vice President (SEAL)

Date: 02/08/2024

Attest:

 (signature)

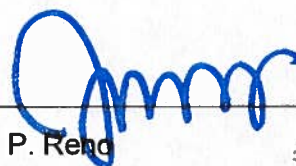
Jeremiah Wilson (print)

Title: Secretary

Date: 02/08/2024

CONTRACTOR'S SURETY:

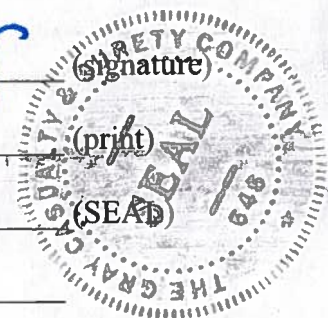
THE GRAY CASUALTY & SURETY COMPANY

By:  (signature)

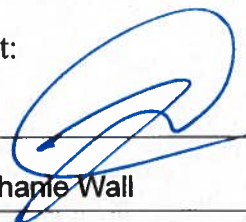
Jessica P. Rend

Title: Attorney-In-Fact

Date: _____



Attest:

 (signature)

Stephanie Wall (print)

Title: Witness to Surety

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GS59300615

Principal: Wilson Construction Management, LLC

Project: Bethany Bend Traffic and Pedestrian Improvements

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kevin Wojtowicz, Jessica Reno, Edwin T. Collins, IV, Devin Phillips, Christian Collins, and Laura D. Mosholder of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of ,

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of ,

Leigh Anne Henican



“EXHIBIT E”
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Georgia
COUNTY OF Gwinnett

Daniel Miller, being first duly sworn, deposes and says that:

(1) He is officer (Owner, Partner, Officer, Representative, or Agent) of Wilson Construction Management, LLC (the “_Bidder”) that has submitted the attached /Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive of sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, included in this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Milton or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

(6) Bidder has not directly or indirectly violated any law, ordinance or regulation related to the Bid.



Signature of Authorized Officer or Agent

Daniel Miller / V.P.

Printed Name and Title of Authorized Officer or Agent

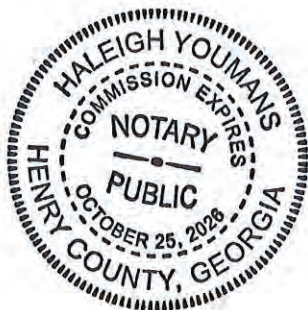
SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE 7th DAY OF
February, 2024.

Haleigh Youmans
Notary Public

[NOTARY SEAL]

My Commission Expires:

10/25/2026



"EXHIBIT F"

FINAL AFFIDAVIT

STATE OF Georgia
COUNTY OF Gwinnett

TO CITY OF MILTON, GEORGIA

I, Daniel Miller, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by Wilson Construction or any of its subcontractors in connection with the construction of Bethany Bend for City of Milton, Georgia have been paid and satisfied in full as of _____, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which City of Milton, Georgia on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this ____ day of _____, 20____, _____, who under oath deposes and says that he is _____ of the firm of _____, that he has read the above statement, and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

[NOTARY SEAL]

My Commission Expires _____

"EXHIBIT G.1"

STATE OF Georgia
COUNTY OF Gwinnett

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton 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:

1556715

Federal Work Authorization User Identification
Number

07/16/20

Date of Authorization

Wilson Construction Management, LLC
Name of Contractor

Bethany Bend Traffic and Pedestrian
Improvements
Name of Project

City of Milton, Georgia
Name of Public Employer

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

Executed on February 7th, 2024 in
Norcross (city), Georgia (state).

[Signature]

Signature of Authorized Officer or Agent

Daniel Miller / V.P.

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE 7th DAY OF
February, 2024

Haleigh Youmans

Notary Public

[NOTARY SEAL]

My Commission Expires:

10/25/2026



“EXHIBIT G.2”

SUBCONTRACTOR AFFIDAVIT

STATE OF _____
COUNTY OF _____

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Wilson Construction Management, LLC, on behalf of the City of Milton has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Bethany Bend Traffic and Pedestrian
Improvements
Name of Project

City of Milton, Georgia
Name of Public Employer

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

Executed on _____, 20__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

“EXHIBIT H”

See Exhibit “A”

“EXHIBIT I”

ADDITIONAL PAYMENT TERMS

- A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.
- (i) “Substantial Completion” means when the Work or designated portion thereof is complete in accordance with the Contract Documents so that any remaining Work includes only (1) Minor Items that can be completed or corrected within the following thirty (30) calendar days, (2) Permitted Incomplete Work that will be completed by the date agreed upon by the Parties, and (3) any Warranty Work. Substantial Completion shall require complete operation of all applicable building systems including, but not limited to, mechanical, electrical, plumbing, fire protection, fire alarm, telecom, data, security, elevators, life safety, and accessibility (if any).
 - (ii) “Minor Item” means a portion or element of the Work that can be totally complete within thirty (30) calendar days.
 - (iii) “Permitted Incomplete Work” means Work that is incomplete through no fault of the Contractor, as determined by the City in its sole discretion.
 - (iv) “Final Completion” means when the Work has been completed in accordance with terms and conditions of the Contract Documents.
- B. Payment for Work Completed and Costs Incurred. City agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the Contract Administrator and the City that the Work was actually performed and costs actually incurred in accordance with this Agreement. Payment shall be based on the value of the Work completed, as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and, only if approved in writing by the City (which approval shall be given at the sole discretion of the City), such materials and equipment suitably stored, insured, and protected off site at a location approved by the City in writing, less retainage (as described below). Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the Work performed and costs incurred, along with all supporting documents required by the Contract Documents or requested by the City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon final payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

The City shall pay the Contractor within thirty (30) calendar days after approval of the invoice by City staff, less any retainage as described in Section D below. No payments will be made for unauthorized work. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the City or may make written requests for the City to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

- C. Evaluation of Payment Requests. The Contract Administrator will evaluate the Contractor's applications for payment and will either issue to the City a Certificate for Payment (with a copy of the Contractor's application for payment) for such amount as the Contract Administrator determines is properly due, or notify the Contractor and City in writing of the Contract Administrator's reasons for withholding certification in whole or in part. The Contract Administrator may reject Work that does not conform to the Contract Documents and may withhold a Certificate of Payment in whole or in part, to the extent reasonably necessary to protect the City. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

Even following a Certificate of Payment, the City shall have the right to refuse payment of any invoice or part thereof that is not properly supported, or where requests for payment for Work or costs are in excess of the actual Work performed or costs incurred, or where the Work product provided is unacceptable or not in conformity with the Contract Documents, as determined by the City in its sole discretion. The City shall pay each such invoice or portion thereof as approved, provided that neither the approval or payment of any such invoice, nor partial or entire use or occupancy of the Project by the City, shall be considered to be evidence of performance by the Contractor to the point indicated by such invoice, or of receipt or acceptance by the City of Work covered by such invoice, where such work is not in accordance with the Contract Documents.

- D. Final Payment and Retainage. The City and Contractor shall comply with the provisions of O.C.G.A. § 13-10-80. The Contractor through each invoice may request payment of no more than ninety-five percent (95%) of that portion of the Work completed during the term covered by such invoice, as may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the City. Payment for the remaining five percent (5%) of Work completed and covered by such invoices shall be retained by the City until Substantial Completion. All amounts retained by the City shall be held as a lump sum until Substantial Completion of the Work, regardless of earlier completion of individual component(s) of the Work; provided, however, that, at the discretion of the City and with the written approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

At Substantial Completion of the Work and as the Contract Administrator determines the Work to be reasonably satisfactory, the City shall, within 30 days after the invoice and other appropriate documentation as may be required by the Contract Documents are provided to the City, pay the retainage to the Contractor. If at that time there are any remaining incomplete Minor Items or Permitted Incomplete Work, an amount equal to 200 percent of the value of each Minor Item or Permitted Incomplete Work, as determined by

the Contract Administrator in its sole discretion, shall be withheld until such item, items or work are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

The Contractor shall, within ten (10) days from its receipt of retainage from the City, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the City; provided, however, that the value of each subcontractor's work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved Change Orders and other additions to the subcontract value; provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond. The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Contractor; provided, however, that the value of each lower tier subcontractor's work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved Change Orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

Final payment of any retained amounts to the Contractor shall be made after certification by the Contract Administrator that the Work has been satisfactorily completed and is accepted in accordance with the Agreement and Contract Documents.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Contract Administrator (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or City property might be responsible or encumbered (less amounts withheld by City) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance, required by the Contract Documents to remain in force after final payment, is currently in effect and will not be canceled or allowed to expire until at least thirty (30) calendar days prior written notice has been given to the City; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) a release or waiver of liens, claims, security interests, and encumbrances by all subcontractors and material suppliers, and (6), if required by the City, other data establishing payment or satisfaction of obligations, such as receipts, to the extent and in such form as may be designated by the City. If a subcontractor or material supplier refuses to furnish a release or waiver as required by the City, the Contractor may furnish a bond satisfactory to the

City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee, except those claims previously made in writing and identified by that payee as unsettled at the time of final application for payment.

“EXHIBIT J”
KEY PERSONNEL

The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work:

[illegible]

“EXHIBIT K”

The City will be Administering the Contract Itself

“EXHIBIT L”

See Exhibit “A”

“EXHIBIT M”

Reserved

“EXHIBIT N”

Reserved