

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

RFP 2024-026

CEI SERVICES FOR JOHNS HOMESTEAD PARK AND DAM IMPROVEMENT PROJECT

Please print this page and add to your submittal.

**I hereby acknowledge receipt of the supplement pertaining to the
above referenced bid.**

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

SIGNATURE

DATE

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ADDENDUM #1

	QUESTION	ANSWER
1	Any reason City not using the Engineer of Record, who designed the project, to provide these services?	A Geotechnical Engineer with a qualified field technician inspector is required for the construction of the project. It is not practical for the Hydrology and Structural engineer of record (EOR) to monitor construction full-time onsite. Full-time monitoring and Geotechnical testing is required for this project. The geotechnical consultant shall coordinate with the EOR all work in the field and provide daily reports as well as testing results.
2	Is this a regulated dam by GA DNR EPD - SDP?	The dam is not a DNR regulated dam under the Safe Dams Act. Both dams are under 25-ft in height and/or under 100 ac/ft of storage.
3	Provide copy of the permit from GA DNR EPD – SDP if one has been issued.	None available/none required for SDP/Not applicable.
4	Provide a listing and copy of all permit approvals.	See Attachment A.
5	Provide Bid Tabulation for all bidders that submitted for Construction Work.	See Attachment E
6	Provide a copy of the Contractor’s bid form, Contract, and schedule of values who was awarded the project.	See Attachments F and G for the Contractor’s Bid Form (F) and Contract (G). We do not have a schedule of values yet.
7	Provide listing of Tucker’s Team with titles who will be involved with the project.	See Attachment B.
8	Will the City consider changing the pricing from a lump sum project cost (with additional unit costs) to a time and materials (with additional unit costs)?	No.
9	Will the City provide the detailed construction schedule from N. Georgia Concrete?	Construction schedule will be made available before work is initiated. No schedule available at this time.
10	Plans indicate that the Corps of Engineers permit is in place. Please furnish a copy so we can better understand details / requirements for	See attachment A.

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ADDENDUM #1

	reporting (other than those on the plans).	
11	Does the USACOE require a cultural resource survey for the dam and fishing pier work? If so, has this been done?	No cultural resource survey is required.
12	Will the CEI team be required to submit the quarterly DNR reports in compliance with the GA OSP Grant?	The CEI team will not be responsible for quarterly GOSP grant submittals, the Owner will be responsible. Some limited input may be need from the CEI Team to the Owner.
13	Does DNR require surveys of federal or state conservation be conducted prior to construction? If so, have these been completed?	This being an unregulated dam, reports to GA DNR safe dams program is not required, but the EOR requests daily reports from the Geotechnical consultant as documentation the dam was properly constructed.
14	Are all other permits in place for NGC to proceed and if so, what is their anticipated mobilization date? a. Land Disturbance Permit b. Stream Buffer Variance c. NOI d. Other?	NTP was issued as of Dec 9, 2024. Mobilization date is TBD. NOI has not been filed yet. This is to be filed by the Contractor. Refer to Attachment A for permits to date.
15	Please share the contractor’s CPM schedule.	CPM schedule will be made available before work is initiated. No CPM schedule available at this time.
16	What are the prescribed duties / responsibilities of the EOR (Root Design Services) in relation to Contract Administration. Will their dam sub-consultant (Walden Ashworth) be involved during dam construction activities. If so, to what extent? Who does the city of Tucker want to be responsible for the “Engineer of Record” criteria as defined by the State of Georgia Safe Dams Program?	Walden, Ashworth & Associates, Inc. has EOR’s on staff and will retain all construction related documents and will be performing CA services for the dam renovation portion of the project. See Attachment C: Scope of services for Design Consultants and sub.

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17	Under Project Objectives, Note B., confirm whether PE involvement is “as needed” or full time.	The Geotechnical Consultant (PE) is responsible for providing qualified staff for monitoring and collection of materials to be tested. It will be their decision as to whether a full-time PE is necessary.
18	Has a borrow site been identified for the dam fill material and if so, have samples been taken to confirm compliance with the plans and specifications?	This information is not available at this time.
19	Are there boring logs from the geotechnical report that can be made available for review?	The boring logs are a part of the Geotechnical Report. We have attached the most current copy. See Attachment D.
20	Are survey-grade “As-Builts” required? And if so, is the general contractor responsible for procuring this or the CEI team?	The general contractor is responsible for as-built surveys.

ATTACHMENT A:

LISTING OF PERMITS ISSUED FOR JOHNS HOMESTEAD DAM & PARK IMPROVEMENTS

See Sub-attachments as follows

- a) Army Corps of Engineers Nationwide Permit (8 Pages)
- b) EPD Stream Buffer Variance (2 Pages)
- c) City of Tucker Land Disturbance Permit (1 Page)
- d) Dekalb County-City Review Permit (1 Page)
- e) Dekalb County Permitting Number-copy (1 Page)
- f) GSWCC approved spreadsheet (1 Page)



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SAVANNAH DISTRICT
4751 BEST ROAD, SUITE 140
COLLEGE PARK, GEORGIA 30337

March 1, 2024

Regulatory Division
SAS-2011-00916

Mr. Rip Robertson
City of Tucker
4898 LaVista Road
Tucker, Georgia 30084

Dear Mr. Robertson:

I refer to the Pre-Construction Notification, submitted on your behalf by Campbell Environmental, Inc., requesting verification for use of Nationwide Permit (NWP) 3 for impacts to 157 linear feet (lf; 0.009-acre) of perennial stream, 0.097-acre of wetland, 1.12-acre of open water, and 0.23-acre of ditch, and secondary impacts to 0.171-acre of wetland for the renovation of a dam. The project site is located at Johns Homestead Park, 3071 Lawrenceville Highway in Tucker, DeKalb County, Georgia (Latitude 33.8280, Longitude -84.2421). This project has been assigned number SAS-2011-00916, and it is important to reference this number in all communication concerning this matter.

The purpose of the proposed project is to renovate the dam at the existing Twin Brothers Lake, which is presently part of Johns Homestead Park. The existing dams and spillways will be modified to safely pass the design storm and meet current safety standards. Other park improvements include construction of trails, bridges, parking, and amenities which avoid impacts to waters of the United States and are in compliance with the Americans with Disabilities Act (ADA) accessibility. The details of the proposed project are depicted on the enclosed exhibit(s), entitled, "Johns Homestead Park & Dam Improvements," dated December 19, 2023, as prepared by David Freedman Engineering, and "Johns Homestead Park Upper and Lower Pond – Centerline Sections," dated January 2023, as prepared by Walden, Ashworth, and Associates, Inc.

The enclosed exhibit entitled, "Limits of Survey" as prepared by Root Design Studio, dated June 2022, identifies the delineation limits of all aquatic resources within the project area. The wetlands were delineated in accordance with criteria contained in the 1987 "Corps of Engineers Wetland Delineation Manual," as amended by the most recent regional supplements to the manual. Please note, should this delineation require re-verification, it is subject to change based on site conditions at the time of re-evaluation.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are U.S. Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

We have completed coordination with other federal and state agencies as described in Part C (32)(d) of our NWP Program, published in the January 13, 2021, Federal Register, Vol. 86, No. 8, Pages 2744-2877 (86 FR) and/or the December 27, 2021, Federal Register, Vol. 86, No. 245, Pages 73522-73583 (86 FR). The NWPs and Savannah District's Regional Conditions for NWPs can be found on our website at <http://www.sas.usace.army.mil/Missions/Regulatory/Permitting/GeneralPermits/NationwidePermits.aspx>. During our coordination procedure, no adverse comments regarding the proposed work were received.

As a result of our evaluation of your project, we have determined that the proposed activity is authorized as described in Part B of the NWP Program. Your use of this NWP is valid only if:

- a. The activity is conducted in accordance with the information submitted on the two (2) enclosed plan sheets entitled "Johns Homestead Park & Dam Improvements," dated December 19, 2023, as prepared by David Freedman Engineering, and "Johns Homestead Park Upper and Lower Pond – Centerline Sections," dated January 2023, as prepared by Walden, Ashworth, and Associates, Inc., and meets the conditions applicable to the NWP, as described at Part C of the NWP Program and the Savannah District's Regional Conditions for NWPs.
- b. You shall notify the Corps, in writing, at least 10 days in advance of commencing any work activities as authorized by this permit.
- c. You fill out and sign the enclosed Certification of Compliance Form and return it to our office within 30 days of completing the activities as authorized by this permit.

This proposal was reviewed in accordance with Section 7 of the Endangered Species Act. Based on the information we have available; we have determined that the project would have no effect on any threatened or endangered species nor any critical habitat for such species. Authorization of an activity by a NWP does not authorize the "take" of threatened or endangered species. In the absence of separate authorization, both lethal and non-lethal "takes" of protected species are in violation of the Endangered Species Act. See Part (C) of 86 FR for more information.

This verification is valid until the NWP is modified, reissued, or revoked. All of the existing NWPs are scheduled to expire on March 14, 2026. It is incumbent upon you to remain informed of changes to the NWPs. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

This authorization should not be construed to mean that any future projects requiring Department of the Army authorization would necessarily be authorized. Any new proposal, whether associated with this project or not, would be evaluated on a case-by-case basis. Any prior approvals would not be a determining factor in deciding on any future request.

Revisions to your proposal may invalidate this authorization. In the event changes to this project are contemplated, I recommend that you coordinate with us prior to proceeding with the work.

This communication does not relieve you of any obligation or responsibility for complying with the provisions of any other laws or regulations of other federal, state, or local authorities. It does not affect your liability for any damages or claims that may arise as a result of the work. It does not convey any property rights, either in real estate or material, or any exclusive privileges. It also does not affect your liability for any interference with existing or proposed federal projects. If the information you have submitted and on which the Corps bases its determination/decision of authorization under the NWP is later found to be in error, this determination may be subject to modification, suspension, or revocation.

An electronic copy of this letter is being provided to the following party: Lorna Campbell, Campbell Environmental, Inc., lornacamp@aol.com.

Thank you in advance for completing our on-line Customer Survey Form located at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. We value your comments and appreciate you taking the time to complete a survey each time you interact with our office.

- 4 -

If you have any questions, please contact me at 678-429-9498 or shelby.t.lemaster@usace.army.mil.

Sincerely,

Shelby LeMaster

Shelby LeMaster
Biologist, Piedmont Branch

Enclosures

Regulatory Division

CERTIFICATION OF COMPLIANCE
WITH DEPARTMENT OF THE ARMY
NATIONWIDE PERMIT (3)

PERMIT FILE NUMBER: SAS-2011-00916

PERMITTEE/ADDRESS: Rip Robertson, City of Tucker, 4898 LaVista Road, Tucker, Georgia 30084

LOCATION OF WORK: The project site is located at Johns Homestead Park, 3071 Lawrenceville Highway in Tucker, DeKalb County, Georgia (Latitude 33.8280, Longitude -84.2421).

PROJECT DESCRIPTION: The project will renovate the dam at the existing Twin Brothers Lake, which is presently part of Johns Homestead Park.

WATERS OF THE UNITED STATES IMPACTED: Permanent discharge of fill into 157 linear feet (lf; 0.009-acre) of perennial stream, 0.097-acre of wetland, 1.12-acre of open water, and 0.23-acre of ditch, and secondary impacts to 0.171-acre of wetland as a result of the proposed dam renovation.

DATE WORK IN WATERS OF UNITED STATES COMPLETED: _____

COMPENSATORY MITIGATION REQUIRED: None

DATE MITIGATION COMPLETED OR PURCHASED (include name of bank):

I understand that the permitted activity is subject to a U.S. Army Corps of Engineers' Compliance Inspection. If I fail to comply with the permit conditions at Part C of the Nationwide Permit Program, published in the January 13, 2021, Federal Register, Vol. 86, No. 8, Pages 2744-2877 (86 FR) and/or the December 27, 2021, Federal Register, Vol. 86, No. 245, Pages 73522-73583 (86 FR), it may be subject to suspension, modification, or revocation.

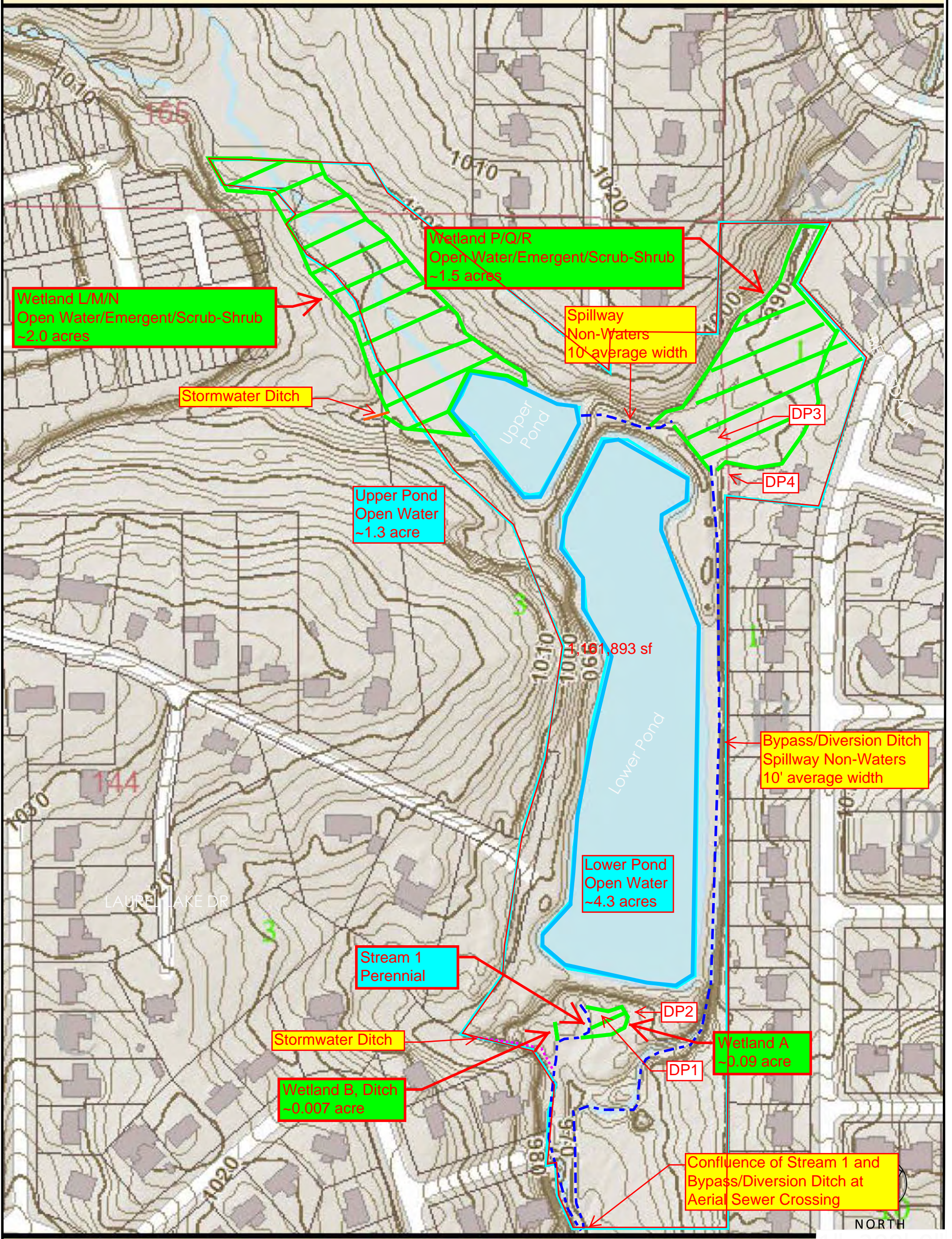
I hereby certify that the work authorized by the above referenced permit as well as any required mitigation (if applicable) has been completed in accordance with the terms and conditions of the said permit.

Signature of Permittee

Date

REVISED 12-27-2023

Aquatic Resources in Review Area, Waters of the United States
Johns Homestead Park Dam Renovation
Twin Brothers Lake and Tributaries of South Fork Peachtree Creek
City of Tucker, DeKalb County, Georgia



1"=200'-0" @ 11x17

Johns Homestead Park: Dam & Park Rehab

Limits of Survey

June, 2022





Know what's below.
Call before you dig.

David Freedman, PE, LEED AP-BD&C
1000 Whitlock Avenue
Suite 320, #218
Marietta, GA 30064
(770) 851-3175
David@Freedmanengineering.com

Seal:



Date: 12/19/2023
Project No:
Drawn By: PS
Checked By: DF

JOHNS HOMESTEAD PARK & DAM IMPROVEMENTS

City of Tucker Parks & Recreation
4898 Lavista Road
Tucker, GA 30084

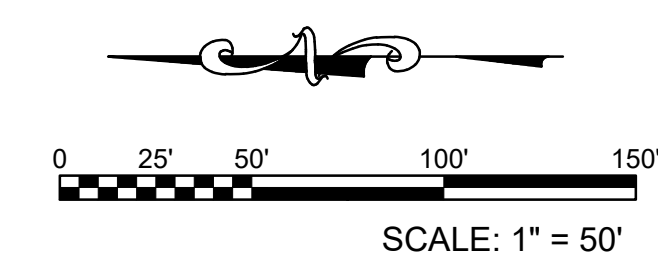
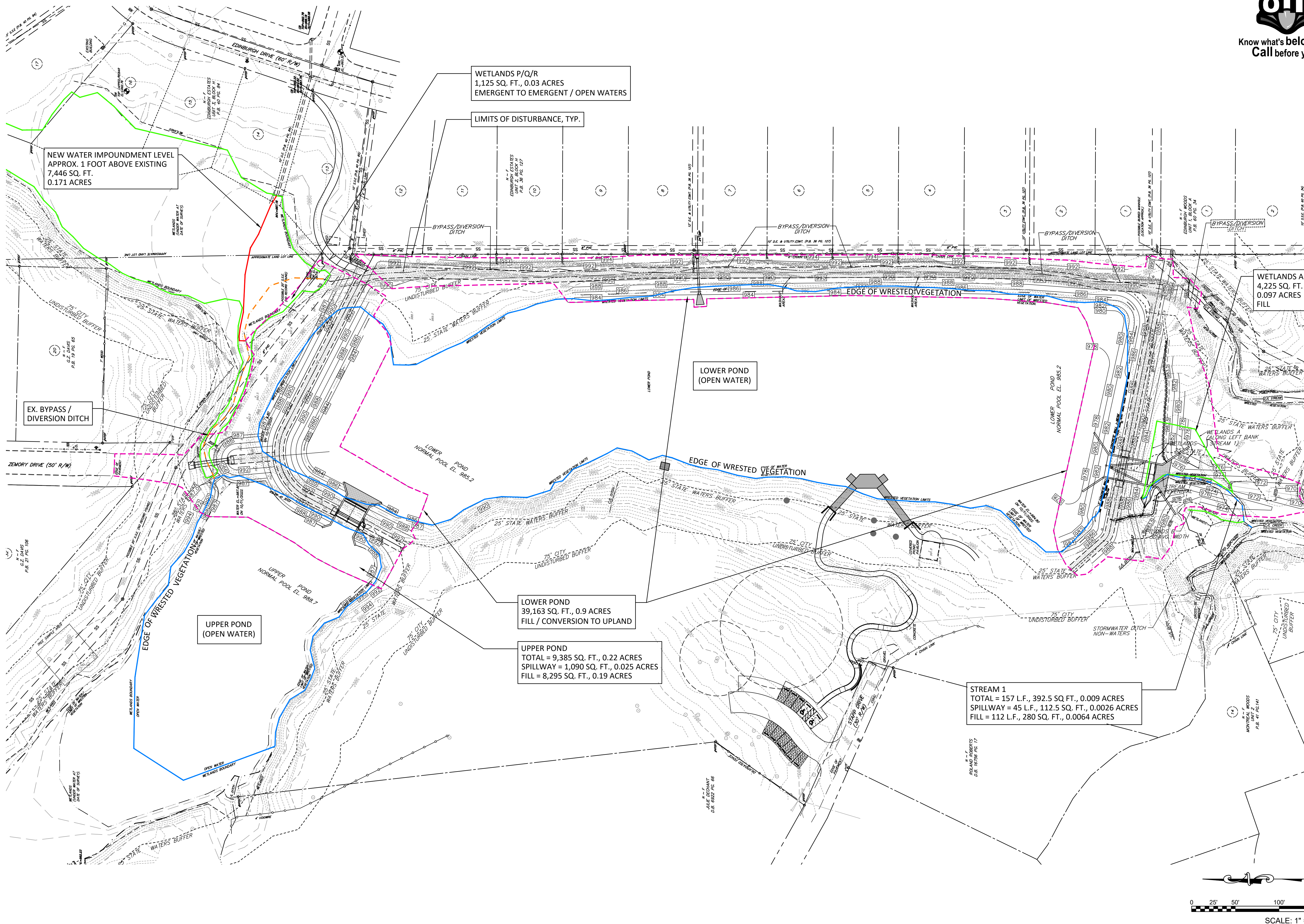
Revisions:

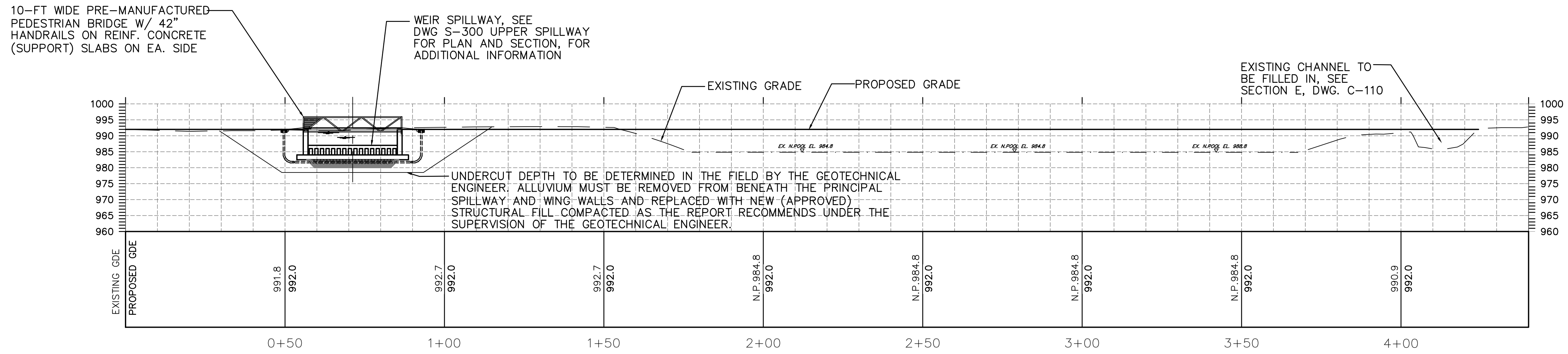
NO.	DATE	DESCRIPTION

Sheet Title:
**WETLANDS
IMPACT PLAN**

Sheet No:

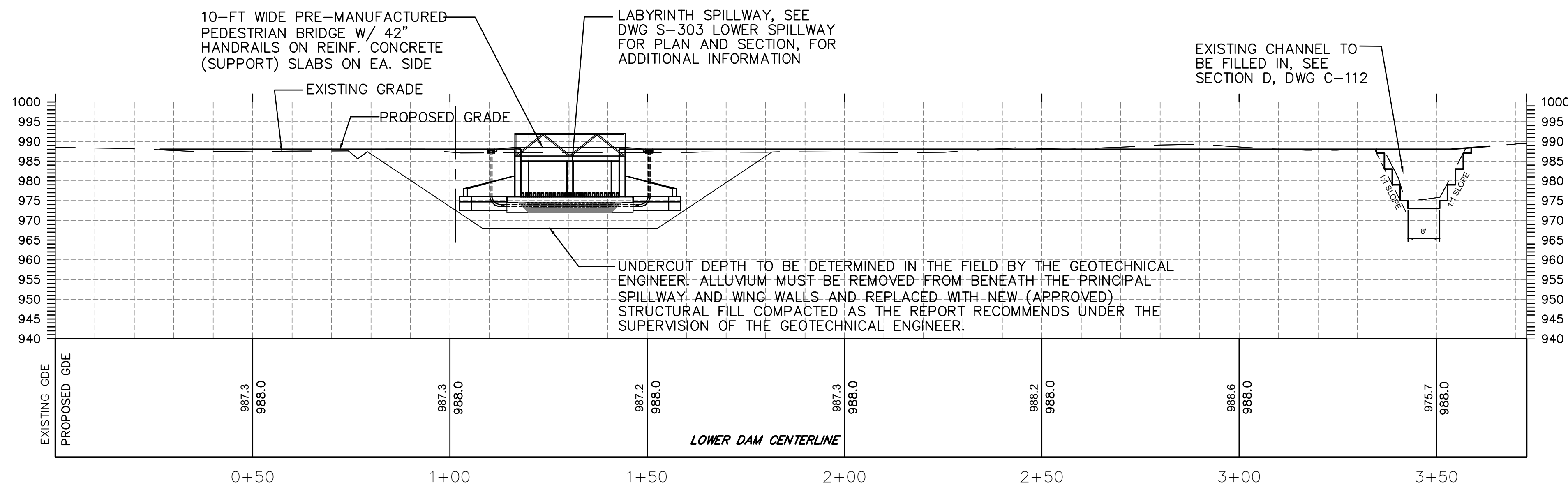
C-1





UPPER DAM CENTERLINE PROFILE

SCALE: 1"=20' HORIZ. AND VERT.



LOWER DAM CENTERLINE PROFILE

SCALE: 1"=20' HORIZ. AND VERT.



PRIMARY PERMITTEE OWNER:
CONTACT PHONE: (XXX) XXX-XXX EMAIL:
24 HR. CONTACT PERSON NAME CELL (XXX) XXX-XXXX

PRELIMINARY
NOT FOR CONSTRUCTION

NO.	REVISIONS	MADE	CKD.	DATE	DRAWING NO.	REFERENCE DRAWINGS

SCALE: AS SHOWN	DATE
DESIGN BY: JR/JH	01/23
DRAWN BY: JH/EC	01/23
CHECKED BY: JR	01/23
CD# PEF 000707	EXP. 06/30/2024
JASON RAPPLEAN, PE, EDR LEVEL 2 CERTIFICATION # 3031 EXPIRATION DATE: 12/07/23	

**JOHNS HOMESTEAD PARK
DAM RENOVATION
UPPER AND LOWER POND - CENTERLINE SECTIONS**



WALDEN, ASHWORTH & ASSOCIATES, INC.
CONSULTING ENGINEERS
P.O. BOX 6462
MARIETTA, GEORGIA 30065
(770) 956 - 7879

CITY OF TUCKER

4201600

42016- C-108

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Jeffrey W. Cown, Director

EPD Director's Office
2 Martin Luther King, Jr. Drive SE
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

Mr. Rip Robertson
City of Tucker Parks and Recreation
4898 Lavista Road
Tucker, Georgia 30804

November 15, 2023

RE: Request for Variance under the Provisions of O.C.G.A. § 12-7-6(b)(15)
Johns Homestead Park and Dam Improvements
City of Tucker, DeKalb County
File: BV-044-23-12

Dear Mr. Robertson,

The Georgia Environmental Protection Division (EPD) has reviewed your stream buffer variance application for the above-referenced project. The review was conducted to consider the potential impacts of the proposed project's encroachment on buffers to State waters within the context of the Georgia Erosion and Sedimentation Act and the potential impact to State waters within the context of Georgia's National Pollutant Discharge Elimination System (NPDES) General Permits for Stormwater Discharges Associated with Construction Activities. This review, and the variance granted herein, is limited to only the request(s) in the application that you submitted for permission to conduct land-disturbing activities within 25-foot areas located immediately adjacent to the banks of State waters where vegetation has been wrested by normal stream flow or wave action. To the extent that your buffer variance application includes a request to conduct land-disturbing activities within 25 feet of State waters where there is no vegetation that has been wrested by normal stream flow or wave action, such request has not been considered by EPD, and the related activity is not addressed in the variance granted herein.

Pursuant to Ga. Comp. R. and Regs. 391-3-7-.05(2)(a), 391-3-7-.05(2)(b) and 391-3-7-.05(2)(f) and subject to the conditions and contingencies described further below, authorization is hereby granted to encroach within the 25-foot buffer adjacent to State waters as delineated in your application dated August 22, 2023. ***Buffer impacts authorized by this variance must be completed within five years of the date of this approval letter. If the approved buffer impacts cannot be completed prior to the expiration date, a time extension must be requested in writing at least 90 calendar days prior to the expiration date with justifiable cause demonstrated.***

Authorization for the above referenced project is subject to the following conditions and contingencies:

- 1) All graded slopes 3:1 or greater must be hydroseeded and covered with Georgia DOT approved wood fiber matting or coconut fiber matting. If not hydroseeded, Georgia DOT approved matting that has been incorporated with seed and fertilizer must be used. All slopes must be properly protected until a permanent vegetative stand is established;
- 2) The amount of land cleared during construction must be kept to a minimum;

- 3) All disturbed areas must be seeded, fertilized, and mulched as soon as the final grade is achieved. Also, these disturbed areas must be protected until permanent vegetation is established;
- 4) A double row of Georgia DOT type "C" silt fence or an approved high performance silt fence must be installed between the land disturbing activities and State waters where appropriate;
- 5) Buffer variance conditions must be incorporated into any Land Disturbing Activity Permit issued by the City of Tucker for this project; and
- 6) This project must be conducted in strict adherence to the approved erosion and sedimentation control plan and any Land Disturbing Activity Permit issued by the City of Tucker.

The granting of this approval does not relieve you of any obligation or responsibility for complying with the provisions of any other law or regulations of any federal, local, or additional State authority, nor does it obligate any of the aforementioned to permit this project if they do not concur with its concept of development/control. As a delegated "Issuing Authority," the City of Tucker is expected to ensure that the stream buffer variance requirements are met for this project and is empowered to be more restrictive in this regard.

If you have questions concerning this letter, please contact Samantha DeLucca, Erosion and Sedimentation Control Unit, Nonpoint Source Program, at (470) 684-0095.

Sincerely,



Jeffrey W. Cown
Director

JWC:sd

cc: David Freedman, Freedman Engineering Group
Tami Hanlin, City of Tucker Manager
Frank Auman, City of Tucker Mayor
Brian Boutelle, Georgia Environmental Protection Division District Offices
Robert Amos, Georgia Soil and Water Conservation Commission
Anthony Rabern, Georgia Wildlife Resources Division
David Griffin, Georgia Environmental Protection Division Safe Dams Unit

File: BV-044-23-12

Process Step Review Details

09/06/2024

1/1

Step Title/ Record No.	Started/ Revision #	Due/ Completed	Address/ Parcel	Status
LDP - City of Tucker Permit Reviews	8/27/2024		3071 Lawrenceville Highway	Approved
PLD24-0006	01	9/3/2024	18 165 02 005	

Review Type	Reviewer	Status	Started	Completed
Land Development	Salim Maalouf	Authorized as Noted	9/3/2024	9/3/2024
Soil Erosion/Engineering	Ken Hildebrandt	Authorized as Noted	8/28/2024	8/28/2024
Planning & Zoning - RES	Julie Martin	Approved	8/30/2024	8/30/2024



**Department of Planning & Sustainability
City Services Permit**

PERMIT # 3153871

To schedule an inspection call: (404)371-3010

Project

Permit Type: City Services
Primary Contact: Andrea Greco **Phone Number of Record:** (404)606-3654
Project: JOHNS HOMESTEAD PARK AND DAM **Work Type:** New Construction
 PROJECT
Inspection Zone: N/A **Occupancy Type:** Institutional

Property

Address: 3071 LAWRENCEVILLE HWY, TUCKER, GA 30084- **Parcel ID:** 18 165 02 005
Zoning: N/A **Lot #:** N/A **Land Use:** N/A **Census:** 22.001 **District:** CD4 SD7

Contacts

Owner: City of Tucker
 4898 Lavista Road
 Tucker
 (470)273-3076
 crobertson@tuckerga.gov
Contractor's Business License: - **Trade License:** -

Scope Of Work

Utility Permit Number	N/A	Fire Alarm Plan Review	N	Hood Suppression Plan Review	N
Location Connection	N/A	Fire Sprinkler Plan Review	N	Fire Line Plan Review	N
		Fire Site Plan Review	N	Fire Life Safety Plan Review	Y

Inspections Required

E-POSINFOG, E-PREINFOG, PW-BCKFLW, W-WATERSFL

Comments

TO BE ROUTED TO WATERSHED MANAGEMENT

This project consists of improvements to an existing park within the City of Tucker. Site improvements will include the reconstruction of upper and lower pond dams, site hydrology improvements, trail improvements, parking lot construction, boardwalks/bridges, pedestrian bridges, signage, an accessible observation deck, site furnishings, mitigation landscaping and landscape for screening. Primary permitting is through City of Tucker. Permitting through Dekalb County is required for sewer line adjustment/replacement.

Summary

Total Fees: \$400.00 **Issue Date:** 05/15/2024
Processed By: WEB **Issued By:** WEB

Footer

From: noreply-cloudnotification@infor.com
To: [Andrea Greco](#)
Subject: Permit Activity Update
Date: Monday, June 17, 2024 9:32:42 AM



Permitting Division

DEPARTMENT OF PLANNING
& SUSTAINABILITY

Hello Andrea Greco,

Your City Services Building Permit application #3153871 at 3071 LAWRENCEVILLE HWY TUCKER GA 30084- has been issued.

You may print a copy of the permit through our online portal please follow the steps below:

1. Login to DeKalb E-Permitting Portal - <https://epermits.dekalbcountyga.gov/>.
2. Click on **CDR**.
3. On the Left Navigational Bar under **Applications**, click on **Building Application**.
4. If you know the Permit number, click on **Permit Number** under **Lookup Permit**.
5. Enter the Permit Number and click on **Search**.
6. You should now see **Print Permit** under **Actions**.

Expiration of permit. Every permit issued shall become invalid and of no force and effect if the work on the site authorized by such permit is not commenced or if no county inspection has been performed within one (1) year after its issuance, or if the work authorized on the site by such permit has been commenced and has been suspended or abandoned or no further county inspection has been performed for a period of one hundred eighty (180) days. The building official is authorized to grant one (1) written extension of the permit for a period of not more than one hundred eighty (180) days. The extension shall be requested in writing and justifiable cause demonstrated. – Sec. 7-30. Permits (i).

Thank you for doing business in Unincorporated DeKalb County!

Best Regards,
DeKalb County Permitting Division
178 Sams Street.
Decatur, GA 30030



PLAN REVIEW #:
JM257

EROSION SEDIMENT & POLLUTION CONTROL PLAN REVIEW

Dekalb County

SOIL AND WATER CONSERVATION DISTRICT

3/18/2024

DATE ON PLANS

Tucker

LIA

8/14/2024

DATE RECEIVED

49.40

TOTAL PROJECT ACRES

4.50

TOTAL DISTURBED ACRES

John's Homestead Park & Dam Improvements

NAME OF PROJECT

3071 Lawrenceville Hwy Dekalb County

ADDRESS (INCLUDING COUNTY)

Lat: **33.8259**

Long: **-84.2432**

SPECIFIC INFORMATION ON PROJECT (GPS Location)

Jason F. Rapplean

DESIGN PROFESSIONAL

#3031 Exp: 12/07/2026

LEVEL II CERTIFICATION/EXPIRATION DATE

Ca, CuC, CfC2, DuE, Tf, Water

SOIL SERIES

City of Tucker

APPLICANT

4898 Lavista Rd. Tucker, GA 30084

ADDRESS

(470) 481-0205

PHONE NUMBER

REPORT OF TECHNICAL REVIEW

X

The Erosion Sediment and Pollution Control Plan for the above named project or activity meets the requirements of the Erosion and Sediment Control Ordinance or Rules and Regulations Governing Land-Disturbing Activities in **Tucker** under the provisions of the Erosion and Sedimentation Act of 1975, as amended.

The Erosion Sediment and Pollution Control Plan for the above named project or activity does not meet the requirements in **Tucker** through failure to include the following listed at the bottom of the page.

> Any questions, comments, or concerns regarding this plan review should be addressed to:

Technical review by: **Jennifer B. Maxon**

Level II Certification #/Expiration Date: **105389 Exp: 4/26/27**

Organization: **GSWCC**

Date: **08/23/24**

The technical review as accomplished and reported above was done at the request of and is concurred by the **Dekalb County Soil and Water Conservation District.**

DISTRICT SUPERVISOR

DATE

Comments:

ATTACHMENT B: One Page

CITY OF TUCKER AND DESIGN CONSULTANT TEAM

CITY OF TUCKER

Rip Robertson, Director, Parks and Recreation

Sara Holmes, Deputy Director, Parks and Recreation

Charlie Goens, Parks and Facilities Division Manager

Design Consultants

Andrea Greco, Project Manager, Landscape Architect, Root Design Studio

Janes Harden, PE, Walden Ashworth

Jason Rapplean, PE, Walden Ashworth



Johns Homestead Dam & Park Improvements

Task Order Proposal for Construction Administration Services

Per the Master Agreement, "On-Call Park Design" 2019-037-RDS-003

November 14, 2024

PROJECT UNDERSTANDING

1. This proposal is for Root Design Studio, LLC (RDS) to provide construction administration services to The City of Tucker (City/Client/Owner) for the Johns Homestead Dam & Park Improvements project.
2. The construction documents and permitting are complete.
3. The project will be released for public bids in July.
4. The City will be responsible for providing Surveying and Geotechnical Engineering services under separate contract.

SCOPE OF WORK

RDS will provide the following services:

TASK 1:

CONSTRUCTION ADMINISTRATION

(Anticipated construction duration is 18 months)

- 1.1 Project coordination and administration for the duration of construction, including but not limited to scheduling meetings, preparing meeting minutes, facilitating resolutions for field changes and change orders, etc.
- 1.2 Facilitate a pre-construction conference with the Client and the Contractor to review the scope and schedule.
- 1.3 Assist the City with filing a Notice of Intent (NOI) and Notice of Termination (NOT) as required by the National Pollution Discharge Elimination System (NPDES).
- 1.4 Conduct 7-day NPDES Erosion Control Inspection.
- 1.5 Review and respond to Contractor RFI's, submittals and shop drawings.
- 1.6 Review change order requests.
- 1.7 Structural engineering and/or designated representative to review steel reinforcement size and placement in the field for both spillways, prior to covering formwork and pouring concrete.
- 1.8 Attend monthly OAC meetings during construction to review the work completed, resolve outstanding issues, review schedule and critical path, and review payment applications. (18 total meetings)

- 1.9 Perform intermediate site visits to review layout and observe and document construction progress. Intermediate site visits will be scheduled, as needed, depending on the sequencing and progression of construction. (12 total visits)
- 1.10 Perform a punch list inspection, upon substantial completion, and issue a punch list report to the Client and the Contractor.
- 1.11 Perform a final inspection and closeout of the project.

SCHEDULE

- The anticipated construction schedule is 18 months. RDS will begin work upon notice to proceed from the Client and shall perform the work in a manner consistent with the standard of care. RDS will work as expeditiously as feasible to meet the Client’s goals and expectations for completion of the project.

COMPENSATION:

Fee Schedule:

Task 1.1: Project Coordination & Administration	[REDACTED]
Task 1.2: Pre-Construction Conference	[REDACTED]
Task 1.3: Assist with NOI & NOT (6 hrs. @	[REDACTED]
Task 1.4: 7-Day Erosion Control Inspection	[REDACTED]
Task 1.5: RFI’s, Submittals, and Shop Drawings	[REDACTED]
Task 1.6: Review Change Order Requests	[REDACTED]
Task 1.7 Structural Engineering	[REDACTED]
Task 1.8 Monthly OAC Meetings	[REDACTED]
Task 1.9 Intermediate Site Visits	[REDACTED]
Task 1.10 Punch List	[REDACTED]
Task 1.11: Final Inspection & Closeout	[REDACTED]
Total Lump Sum Fee	[REDACTED]

Payment Schedule:

- 1. Progress invoices will be submitted monthly for the percentage of work completed.

Hourly Rates:

(Per the Task Order Contract)

Additional Services:

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the Owner, these items of work are not included in the basic fees and are charged separately, as “Additional Services”. Such additional services are:

- Topographic surveys.
- Boundary surveys.
- Providing a full-time Project Representative during construction.
- Construction Engineering Testing and Inspections (CEI).
- Additional copies of reports, drawings, and specifications over five, unless otherwise agreed.
- Extra travel required of the Engineer and authorized by the Owner, to points other than the Engineer’s office and Project location.
- Construction Administration services for any length of time that extends beyond the 18-month construction schedule. If the construction duration exceeds 18 months, any related additional services will be done via a negotiated lump sum amount.
- Assistance to the Owner as expert witness in any litigation, and special technical assistance to prepare for litigation.
- Special economic and feasibility studies; detailed considerations of operation, maintenance, and overhead expenses; regional or area studies to establish basic data to justify or scope the Project; special environmental assessments; and preparation of equipment O&M manuals; submissions required for approval of governmental authorities.
- Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals on instructions previously given, are required by enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Engineer.
- Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either Owner or Contractor under the contract for Construction.
- Providing detailed hydrological and flood plain analyses.

Exclusions:

The following items are not included in the scope of services but can be provided upon request:

- Surveying.
- Geotechnical engineering, material testing and special inspections during construction, including but not limited to soil borings, test and analysis of soil samples, test pits, material and equipment operating tests.
- Legal or accounting advice or services.
- Training of operating personnel.
- Revisions to the plans during construction due to unforeseen conditions.

- Certified as-built drawings.
- As-built hydrology report (it is assumed that this will not be needed).

The logo for ATLAS, featuring the word "ATLAS" in a bold, white, sans-serif font. The letters are slightly shadowed and appear to be floating above a dark blue body of water. The background of the entire page is a scenic photograph of a large lake or reservoir surrounded by a dense forest of trees under a clear blue sky with some light clouds. The water is calm, reflecting the sky and the surrounding greenery.

ATLAS

REPORT OF SUBSURFACE EXPLORATION

Twin Brothers Dams

Tucker, DeKalb County, Georgia
Atlas Project No. 554 (122208)

PREPARED FOR:

Root Design Studio

3469 Lawrenceville Highway, S-204
Tucker, Georgia 30084

PREPARED BY:

Atlas Technical Consultants, LLC

3000 Northfield Place, Suite 1100
Roswell, Georgia 30076

March 27, 2023



3000 Northfield Place, Suite 1100
Roswell, Georgia 30076

March 27, 2023

Root Design Studio

3469 Lawrenceville Highway, S-204
Tucker, GA 30084

Attention: Mr. Michael Kidd

**Subject: Report of Subsurface Exploration
Twin Brothers Dams**
Stapp Drive
Tucker, Dekalb County, Georgia
Atlas Project No. 554 (122208)

Dear Mr. Kidd:

Atlas Technical Consultants, LLC has completed our visual evaluation of the existing dams (Twin Brothers Lakes Dams) at Johns Homestead Park in Tucker, Georgia. Our work was performed in accordance with Atlas Proposal No. 22-03984 (Revised) dated May 10, 2022. 2022. The following paragraphs briefly describe our understanding of the project, evaluation procedures used, site observations, and geotechnical engineering conclusions and recommendations. References to the "Upper" and "Lower" Dams refer to the topographic location of the dams in the drainage feature.

Should you have any question regarding the information provided, please do not hesitate to contact the undersigned.

Sincerely,

Atlas Technical Consultants, LLC

A handwritten signature in green ink that reads "W. Michael Ballard".

W. Michael Ballard, P.E.
Chief Engineer
GSDP Engineer of Record



WMB/ew

Attachments: Site and Boring Location Plans
Soil Test Boring Records
Hand Auger Summary

cc: Jim Hardin – Walden Ashworth & Associates

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APPENDIX

Soil Test Boring Procedures
Correlation with Standard Penetration Test Results
Figure 1: Site and Test Location Plan – Lower Dam
Figure 2: Site Plan – Upper Dam
Soil Classification Chart
Soil Boring Records (4)
Hand Auger Summary



1.0 SUMMARY

The following is a summary of our findings and recommendations. The reader is referred to the remaining text of this report for elaboration on these items.

1. The lakes should be drained well in advance of beginning repair of the dams. Surface water control will be required to keep the lakes from refilling during the construction.
2. The Lower Dam existing principal spillway pipe must be properly abandoned by pressure grouting. If any section extends downstream of the new toe drain that section of pipe should be removed. The other two spillway pipes should be removed. The side channel spillway should be filled structurally along sections 50 feet above and below the dam(s) centerline.
3. Substantial undercutting will be required in numerous areas including where the new dam footprint(s) extend into the existing lakes. In particular, the new left arm of the Upper Dam will cross an area currently within the Lower Lake and substantial poor subgrade conditions are expected.
4. The slopes should be re-graded to a 3H:1V configuration.
5. We recommend installation of a toe drain for the Lower Dam. No toe drain is recommended for the Upper Dam as its downstream slope toe is submerged in the Lower Lake.
6. All new structural fill should be compacted to at least 95% of the soil's standard Proctor maximum dry density, with a moisture content at or above the soil's optimum. No borrow area has been identified or tested. It is assumed that no significant amount of the soils excavated for the project will be suitable for use as structural fill.
7. Substantial groundwater control (temporary dewatering) will be needed. It may be prudent for the contractor to engage a specialty subcontractor with significant experience in dewatering to assist in this planning and execution.
8. Due to the presence of an apparent existing sewer thru its crest, no borings were drilled in the Upper Dam. Thus, the subsurface conditions are unknown. We have made some assumptions based on our experience with earth dams about the conditions likely to be encountered and have made recommendations based, in part, on those assumptions. It should be expected that unanticipated conditions will be discovered which may necessitate changes. As such we recommend our engineers be involved in any such discovered unanticipated conditions and to provide recommendations, we believe are appropriate.
9. During construction, all activities should be monitored by personnel experienced in dam design and construction, who will verify that the construction proceeds in accordance with approved plans and specifications, and that any unexpected conditions are properly addressed. For continuity, we recommend engineers from Atlas Technical Consultants,

LLC be involved in this important role to maintain continuity between the design and construction. With existing dams with no record of design or construction, unexpected conditions often arise.

2.0 GOVERNING RULES

As a result of the failure of Kelly-Barnes dam in Toccoa, Georgia the Georgia General Assembly passed the Safe Dams Act in 1978. The regulation of dams within the state of Georgia is the responsibility of the Safe Dams Program within the Georgia Environmental Protection Division. According to the Rules for Dam Safety, a dam is defined as a water impounding structure with a height of at least 25 feet, and/or maximum impoundment volume of at least 100 acre-feet. If the structure is defined as a “dam” under the law, then the dam can be classified as either a Category I (High Hazard) or Category II. A Category I dam is so classified based on an analysis that a failure of the dam would result in a probable loss of human life. If a failure of that dam would not likely result in a probable loss of human life, then the dam is typically classified as Category II. Dams which fail to meet both the height and volume criteria stated above, even if their failure would result in a probable loss of life, are considered “exempt” from the overview of the Georgia Safe Dams Program. However, dams classified as Category II may be re-classified to Category I if a residence or other occupied structure is later constructed downstream of the dam and which would be impacted by a dam failure.

There are two dams on this project. Neither are currently listed on the GSDP Dams Inventory. Based on their size and that of the lake(s), the dams will likely be considered “exempt” under the rules of the GSDP. Our report is based on this classification.

3.0 PROPOSED CONSTRUCTION

We understand that the City of Tucker intends to renovate two dams on their property off Stapp Drive in Tucker, Georgia. Plans show that both dams will have slopes flattened, new concrete spillways constructed, and existing spillways abandoned/removed.

No information has been provided to us about the original design or construction of the lakes or dams and we assume none is available. If there is such information, we request it be made available for our review. From past aerial photographs, it appears that these dams were constructed before 1955.

New fill will be needed to construct the planned modifications. At this time no borrow source has been identified nor investigated.

3.1 Upper Dam

Modification of the Upper Dam will include widening the crest, flattening the existing slopes, and turning/extending the left side of the dam 90 degrees downstream. That new left arm of the dam will be about 270 feet long, will extend across a shallow portion of the Lower Lake and will terminate across the current Side Channel Spillway. The new dam section (Left Arm) crest will

be eight feet above the Lower Pond's normal pool elevation. The modified dam will be about 10 feet tall at its tallest section. The new top of dam and normal pool will be at elevations of 992.0 feet and 987.0 feet, respectively.

The new principal spillway will be 28 feet wide, have concrete training/side walls and wing walls both upstream and downstream with the wing walls extending into the lake(s). The control section will be a weir wall. The bottom of the base slab will be at an elevation of 982.0 feet, 10 feet below the top of dam, will have cutoff walls at the upstream and downstream ends and will be underlain by a drainage layer.

The top of the base slab will be at elevation of 984.0 feet, which is one (1) foot below the Lower Lake normal pool elevation. Thus, the base slab will be submerged when the Lower Lake is at normal pool. There will be a 5-foot-wide pedestrian bridge across this spillway, supported directly on the spillway side walls. There will be no other "emergency" spillway.

3.2 Lower Dam

We understand that modifications to the Lower Dam will include shifting the centerline downstream, flattening both upstream and downstream slopes, abandonment/removal of the existing spillways and construction of a new labyrinth principal spillway. The modified dam will be 15 or so feet tall. The new top of dam and normal pool will be at elevations of 988.0 feet and 985.0 feet, respectively. The Lower Dam will be extended to its left and cross the existing Side Channel Spillway.

The new labyrinth principal spillway will be about 25 feet wide, have concrete training/side walls and wing walls both upstream and downstream with the upstream wing wall extending into the Upper Lake. The control section will be a labyrinth wall with a top elevation of about 985 feet. The base section will have cutoff walls at the upstream and downstream ends and will be underlain by a drainage layer. The top of the base slab will be at an elevation of 976.0 feet, creating nine (9) foot tall labyrinth wall(s). There will be no other "emergency" spillway.

3.3 Side Channel Spillway

Our work did not include any investigation of the Side Channel Spillway and the following is provided for reference only as its abandonment impacts the dam(s) hydrology and hydraulics.

We understand the Side Channel Spillway will be filled in completely along its entire length. The channel carries constant flow from the Upper Pond. It varies in width, depth and cross section.

4.0 METHODS OF EXPLORATION

Our work included a visual reconnaissance of the dams, drilling soil test borings on the crest of the Lower Dam and hand auger borings below the Lower Dam. However, there is reportedly a sewer line under the crest of the Upper Dam which could not be located. Therefore, the soil test

borings on the Upper Dam were eliminated. Our work did not include an evaluation of the dam's spillway capacity nor any hydrology and hydraulics (H&H) work. All references looking left and right in the remainder of this report are made as if facing downstream.

The subsurface conditions of the Lower Dam were explored by drilling four soil test borings (L-1 thru L-4) to depths of 30 feet below the existing grade. The borings were located in the field by measuring distances and estimating directions from identifiable site. Therefore, their locations as shown on the Site and Boring Location Plan in the Appendix should be considered approximate.

The soil borings were advanced by twisting continuous hollow stem auger flights into the ground. At selected intervals, Standard Penetration Resistance Testing (SPT) was performed in general accordance with ASTM Standard D-1586, and soil samples were collected for visual classification. The results of the penetration tests, when properly evaluated, provide an indication of the relative consistency of the soil being sampled, the potential for difficult excavation, and the soil's ability to support loads. A more detailed description of the drilling and sampling process is included in the Appendix of this report.

Soil samples recovered during the drilling process were returned to the office where they were classified in general accordance with the Unified Soil Classification System (USCS). Detailed descriptions of the materials encountered at each boring location, along with a graphical representation of the Standard Penetration Test results, are shown on the Soil Boring Records in the Appendix. Elevations on the Soil Boring Records were interpolated from the topographical contours on the plan provided to us and should be considered approximate. Following completion of drilling the boreholes were filled with bentonite pellets and the top was plugged with concrete.

Four hand auger borings (HA-1 thru HA-4) were drilled just beyond the downstream toe of the Lower Dam to depths ranging from 3.5 feet to 4 feet. The hand auger borings were performed by manually rotating a sharpened steel bucket auger into the ground. The soils encountered during the auguring process were classified in general accordance with the Unified Soil Classification System (USCS) by our engineer. At selected intervals, the auger was removed, and the soil consistency was measured with a portable Dynamic Cone Penetrometer (DCP). The conical point is first seated 2 inches to penetrate any loose cuttings and then driven an additional 1-3/4 inches with blows of a 15-pound hammer falling 20 inches. The number of hammer blows required to achieve this penetration is recorded as an index to the soil's strength. Please refer to the Summary of Hand Auger Borings in the Appendix of this report.

5.0 OBSERVATIONS

On March 9, 2023, Atlas engineer W. Michael Ballard, P.E., a Georgia Safe Dams Engineer of Record, visited the site to perform a visual inspection of the embankments. The weather was clear and site conditions were dry on this day and the previous several days. The following items were noted in no order of importance:

5.1 Upper Dam

1. The Upper Dam is estimated to be about 10 feet tall and 200 feet long.
2. The crest of the dam was straight and 8 to 10 or so feet wide. The width is irregular due to erosion on both slopes. The crest was covered with crushed stone and is a walking path. Small trees and brush were on the crest edges. The crest of the dam was about 5 or so feet above the Upper Lake current pool level.
3. The downstream slope is very steep. The toe of the downstream slope is submerged below the surface of the Upper Lake. The slope is heavily wooded with small trees and brush. There was no sign of seepage on the slope itself but there is so much vegetation to both absorb a significant amount of seepage and to obscure evidence of that seepage.
4. The portion of the upstream slope visible above the lake level has an irregular and very steep configuration caused by erosion and perhaps overtopping. As with the downstream slope, the upstream slope is vegetated with small trees and brush.
5. The dam has two visible spillways which include a CMP pipe in the right abutment and a side channel spillway in the left abutment. The side channel spillway has no defined control section, is unvegetated and was flowing water during this inspection. It is not known if there is an additional low-level pipe which previously served as an additional spillway or was used in the original construction and, if so, it is no longer visible. It is unknown but doubtful that the CMP spillway pipe carries unimpeded flows when the lake is higher.
6. We observed no toe drains or instrumentation (monitoring wells, etc.) and none was expected.
7. The new Upper Dam configuration will cause the left end of the dam to be turned 90 degrees downstream and will be extended another 270 or so feet across a portion of the Upper Lake. This area was under water of the Upper Lake at the time of our visit. We assume that shallow water conditions exist, and that the subgrade will consist of soft soils and possibly washed in sediments.

5.2 Lower Dam

1. The Lower Dam is estimated to be about 15 feet tall and 250 feet long.
2. The crest of the dam is straight and 10 to 12 or so feet wide. The crest was covered with a combination of crushed stone, exposed earth and some vegetation and is a walking path. Large trees were on the downstream crest edge. The elevation of the crest of the dam was about 2 to 3 feet above the current lake level.
3. The downstream slope is very steep. The slope is heavily wooded with mature trees and underbrush. There was no sign of seepage on the slope itself but there is so much vegetation to both absorb a significant amount of seepage and to obscure evidence of that seepage.

4. A portion of the upstream slope visible above the lake level is faced with concrete for most of its width. The facing does not extend to the left abutment.
5. The dam has two visible spillways which include a low level/principal spillway to the left of the right abutment and a smaller pipe placed at or above normal pool in the right abutment. The side channel spillway extends around the dam thru the left abutment.
6. The existing low level/principal spillway is a 12-inch diameter corrugated metal pipe (CMP) placed near the base of the dam, connected to a CMP Riser. Part of the CMP riser is visible and has rusted badly. We do not know if the top of the riser is at or below the original normal pool. The outlet end of the low-level CMP is exposed at the base of the dam, close to the right abutment. The end is badly corroded. The pipe was carrying flow at the time of my inspection. The amount of outflow was visually similar to the amount of in-flow in the top of the riser. Spillway pipe flows are released on the ground and not into a protected plunge pool.
7. There is a secondary spillway consisting of a 12-inch diameter reinforced concrete pipe (RCP) in the right abutment. At the time of my visit, the lake was about 12 to 18 inches below the pipe invert.

The side channel spillway goes around the left side of the dam and has no defined control section, is unvegetated and was flowing water during this inspection.
8. We observed no toe drains or instrumentation (monitoring wells, etc.) and none was expected.

5.3 Side Channel Spillway

1. The side channel spillway begins at the left side of the Upper Dam and extends around the left side of the Lower Lake, passing around the left side of the Lower Dam. It has an irregular and varied cross section and depth. In places the channel is very narrow. There are numerous large trees immediately adjacent to the channel top(s).
2. The spillway carried all surface water around the Upper and Lower Dams. At the time of my inspection and there was a considerable amount of flowing water.
3. In places where I could observe, the bottom of the channel appears to have eroded into firm residuum.

6.0 GEOLOGY AND SUBSURFACE CONDITIONS

6.1 Geology

The site is located in the Piedmont Physiographic Province of Georgia. The residual soils in the Piedmont are the result of the chemical and physical weathering of the underlying parent rock. The weathering profile usually results in fine grained clayey silts and silty clays near the surface, where weathering is more advanced. With depth, sandy silts and silty sands are found, often

containing mica. Below the residual soils, partially weathered rock is often found as a transition above relatively unweathered rock. In local practice, partially weathered rock is arbitrarily defined as residual soils with Standard Penetration Resistances in excess of 100 blows per foot (50 blows per 6 inches), and which can be penetrated by a power auger.

6.2 Subsurface Conditions (Lower Dam)

No drilling was performed for the Upper Dam due to an underground utility that could not be located.

6.2.1 Surface Conditions

The surface of the crest is mostly a walking path, and no topsoil was encountered at the boring locations. The hand auger borings performed just downstream encountered 3 to 4 inches of topsoil.

6.2.2 Previously Placed Fill

Fill soils are those soils that have been placed or reworked in conjunction with past construction activities, grading, or farming. All four borings encountered fill to 13 feet. The fill was typically classified as firm to stiff slightly sandy clayey silt (MH-ML), with Standard Penetration Test (SPT) results ranging from 5 to 9 blows per foot (bpf). Based on the SPT results, the soil represented by these samples would be considered lightly to moderately compacted.

In the hand auger borings performed just downstream of the toe, borings HA-2, HA-3 and HA-4 encountered fill to depths of 8 inches to almost 2 feet.

6.2.3 Alluvium

Alluvium is soil that has been transported and deposited by moving water. All four soil test borings encountered alluvium immediately below the fill and the alluvium extended from depths of 13 to around 16 or 17 feet below the crest. The alluvium was classified as loose to medium dense slightly silty sand. Standard Penetration Test (SPT) results ranged from 7 to 21 blows per foot (bpf).

All four hand auger borings drilled just downstream of the dam toe encountered alluvium either immediately below the topsoil or below shallow surface fills. The topsoil extended to depths of 3.5 to 4 feet where each boring encountered hand auger refusal. Our engineer stated the hand auger refusals were likely caused by gravels which are typically found near the bottom of the alluvium. The hand auger borings could not penetrate the gravels.

6.2.4 Residuum

Residuum, formed by in-place weathering of the parent rock, was encountered below the alluvium in each soil test boring. The residuum was classified as medium dense to dense silty sands and was of moderate consistency. Standard Penetration Test results ranged from 15 to in excess of 40 blows per foot.

6.2.5 Partially Weathered Rock

Partially weathered rock (PWR) is a transitional material between soil and rock, which retains the relic structure of the rock and has very hard or very dense consistencies. Partially weathered rock was encountered in borings L-1 and L-3 beginning at 28 feet below the dam crest. The material was classified as silty medium to fine sand. All four borings were terminated at 30 feet without encountering drilling refusal (rock).

6.2.6 Groundwater

Groundwater was measured at the time of drilling at depths which varied from 11 to 14 feet below the dam crest. For safety, the boreholes were backfilled immediately following completion of drilling and no stabilized groundwater levels were measured. Those would be somewhat higher.

The hand auger borings did not encounter groundwater to their refusal depths of 3.5 to 4 feet, as measured at the time of drilling.

Groundwater fluctuations of 5 feet or more are common in this geology.

The conditions described in the preceding paragraphs, and those shown in the Appendix, have been based on interpolation of the results of the previously described data using generally accepted principles and practices of geotechnical engineering. However, conditions in this geology may vary intermediate of the tested locations, and even more so on previously developed property.

Although individual soil test and hand auger borings are representative of the subsurface conditions at the precise boring locations on the day drilled, they are not necessarily indicative of the subsurface conditions at other locations or other times. The nature and extent of variation between the borings may not become evident until the course of construction. If such variations are then noted, it will be necessary to reevaluate the recommendations of this report after on-site observation of the conditions.

7.0 CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are based on the data gathered during this exploration, our understanding of the proposed construction, our experience with similar site and subsurface conditions and generally accepted principles and practices of geotechnical engineering. Should the proposed construction change significantly from that described in this report, we request that we be advised so that we may amend these recommendations accordingly. This report, and the conclusions and recommendations provided herein, are provided exclusively for the use Root Design Studio and their consultants and is intended solely for design of the referenced project.

7.1 General Assessment

Following completion of the proposed modifications, the deficiencies which currently exist will no longer pose a hazard to the long-term performance of the dams.

7.2 Surface Water Control

As an initial step in the construction process, the lakes should be drained. This should be performed as early in the construction process as is practical (a minimum of 30 days prior to beginning clearing is recommended) to facilitate drying of surface soils and some lessening of the difficulty of temporary dewatering and subgrade preparation. Surface water control must be implemented prevent the lakes from re-filling during the construction. The contract documents should clearly indicate that the contractor is responsible for the care and diversion of water during the construction. The contractor should be required to submit plans for surface water control and obtain approval from the engineers prior to implementation in the field.

7.3 Temporary Groundwater Control

Significant temporary groundwater control is necessary and critical during various parts of the construction. Groundwater will likely impact subgrade preparation and other activities that will take place in the lower topographic areas. These activities will include, but are not limited to, undercutting and backfilling of undercut areas, drain construction and construction of any required plunge pools, stilling basins, principal spillway structures or foundations associated with the outlet structures and wing walls. In particular significant temporary groundwater control will be needed in the undercutting of subgrades in preparation for filling for the new “left arm” of the Upper Dam where is extends from the existing dam and crosses thru an area impounded by the Upper Lake. Similarly, where the existing slopes of both dams are extended into the lake(s), significant undercutting and associated significant temporary groundwater control will be needed and critical.

The dewatering system implemented should function continuously 24 hours a day, 7 days a week until the excavations are properly backfilled, or structures are placed to at least 2 to 3 feet above the ambient stabilized groundwater levels. We recommend that the contract documents clearly indicate that the design and implementation of the dewatering system is the contractor's responsibility, and that these documents establish performance criteria for assessing the effectiveness of the dewatering system actually installed. The performance criteria should require that the dewatering system successfully lower the prevailing groundwater levels at least three feet below the lowest anticipated subgrade (undercut) levels in advance of any excavation. This is typically confirmed by shallow observation wells scattered around the area where groundwater is anticipated to be problematic. The project specifications should require that the contractor submit a detailed dewatering plan for the engineers' review prior to implementation. These plans should be provided early in the overall construction process to allow adequate time for review, re-submittals if necessary, and implementation of the plans in a timely fashion so as not to impact the contractor's schedule. Any dewatering system implemented must be properly abandoned.

With the magnitude of temporary groundwater control likely to be needed for several parts of this project, particularly undercutting in areas currently within the lake(s) footprints it may be prudent for the contractor to engage a subcontractor with significant experience in groundwater control.

7.4 Site and Subgrade Preparation

All the unsuitable vegetation and trees should be removed from the existing embankments. The initial removal process should be thorough and should remove all the major root systems. This may require the removal of a considerable quantity of material from the outer slopes of the dam. Draining the lake(s) could cause failures of the upstream slope(s) due to rapid drawdown. Any soils on the slope(s) which move, or slide should be excavated and replaced.

After clearing and grubbing, it will be necessary to undercut any unsuitable soils in the area(s) which is to be covered by new fills, spillways, wing walls and other structural items. All alluvium should be removed in areas to be covered by new fills. Our borings indicate the alluvium downstream of the Lower Dam will extend to depths of about 4 to 5 or so feet across the entire dam footprint. The depth of alluvium under the Lower Dam crest and under the footprint of the Labyrinth Spillway is shown on the boring logs. We have no information regarding the depth of alluvium in other areas to include upstream/downstream of the Upper Dam and under the new Left Arm of the Upper Dam. Temporary dewatering will be needed to perform most if not all the undercutting.

For flattening of slopes, the upstream and downstream limits of the undercutting should extend at least to where the projected 3(H):1(V) slope contacts the residual subgrade (under the alluvium or lake sediments). The temporary downstream and upstream edges of the undercutting beginning at the toe of the existing dam(s) should be created no steeper 1.5(H):1(V) so as to not undermine those slopes.

The new left arm of the Upper Dam will be extended about 270 feet across a section of the Lower Lake which is currently under water. Those subgrades will be problematic. The area was under water and inaccessible during our work, so no investigation of those subgrades was undertaken. It is reasonable to assume the subgrades will include saturated soils and sediments. We expect the area will not be accessible for some time after the surface water of the Upper Lake is removed. After the surface soils and sediments have dried somewhat the contractor may have to use low ground pressure or other specialty equipment or process to remove the soils judged unsuitable or which would impair compaction of the to be placed fills as recommended by the geotechnical engineer. The average and maximum depth of undercutting is unknown. We expect groundwater to be shallow and temporary dewatering will be needed. Rock may not be used to stabilize subgrades.

The side channel spillway was carrying significant surface water at the time of our work. Where we were able to observe the spillway bottom, the surface water had scoured away sediments and the bottom of the spillway was observed to be firm residual soils. While it will be necessary to shape the spillways to be able to backfill adequately, no substantial excavation of unsuitable soils are expected, although pockets may exist.

Rock may not be placed to stabilize subgrades or for any backfill purposes unless approved by the geotechnical engineer. All areas that are undercut should be replaced with the lower permeability soils (select fill) which are helpful to aid in the reduction of seepage. These select backfills include CL, ML, MH and SC soils. Any excavation into the dam(s) itself should be backfilled with select fills.

All undercutting and subgrade preparation should be performed under the full-time observation of a geotechnical engineer experienced in dam design and construction. This individual can provide field recommendations as required to deal with specific areas. All subgrades should be approved by the geotechnical engineer prior to initiating the next phase of work. Depending on the dewatering methods selected by the contractor, it may be necessary to prepare and approve small areas and allow initial fill placement to begin prior to preparing the next adjacent area(s).

7.5 Slope Configuration

Our extensive experience in Georgia indicates that dams constructed with appropriate consideration for seepage and built at no steeper than a 3H:1V configuration are stable under all design scenarios. No detailed stability analysis was performed in this scope of work and none is thought necessary.

7.6 Abandonment of Existing Spillway Pipe(s) and Side Channel Spillway

We recommend the existing low-level spillway pipe of the Lower Dam be abandoned in place utilizing pressure grouting techniques in lieu of excavation and removal, if possible. However, it is possible that the undercutting recommended for the Lower Dam Spillway (see report section 7.9) will get close to the existing pipe and, if so, it may be cost effective to remove the pipe along with the adjacent undercutting. This decision which should take into account that the

alluvium probably to be found under the removed pipe would impair backfill compaction and thus should be removed.

Grouting would require that both ends of the pipe be exposed, the interior pressure washed to remove any sediments and other infill materials, and verification that the pipe is reasonably intact. If these conditions are satisfied, our experience would indicate that it would likely be more cost effective to grout the pipe in place, rather than to utilize direct removal. Where both ends of the conduit are exposed, cement grout is typically pumped through a bulkhead from the downstream end and allowed to migrate the entire length of the pipe to the upstream end, which is also either bulk headed or utilizes the existing valve, if in place, to contain the flow. If a bulkhead is used, temporary venting will be required. If the existing valve can be utilized, it should be possible to leave the valve partially open until the grout flow is observed, and then to shut the valve. Once clean grout is seen from the vent at the upstream end, the vent is closed, and additional pressure applied to the grout to help assure that any voids around the conduit caused by openings in the pipe are filled. The downstream end of this pipe, downstream of the toe drain, should be removed and a sand blanket built as described in report section 7.7 Seepage Control. If it is determined that the low-level pipe is not reasonably intact, and that grouting would likely not be sufficient, complete removal would be necessary. If removal is required this would cause the embankment to be breached, the pipe removed, and the breach backfilled with "select" fill. The breach width at the pipe elevation would need to be wide enough to operate compaction equipment and the side slopes of the breach would be required to be sloped up to the crest no steeper than a 1.5(H):1(V) configuration. Remediation of the subgrade is likely to be required to place fill, undercutting would be necessary, thus deepening and subsequently widening the breach. Thus, removal of the pipe would result in a significant portion of the embankment being removed.

The smaller second spillway pipe for the Lower Dam (12-inch RCP) and the CMP Spillway Pipe for the Upper Dam should be removed, and the excavations backfilled with select fill.

A portion of the side channel spillway should be filled for dam safety. The fill in the side channel from 50 feet upstream of the dam(s) centerline to 50 feet downstream of the dam(s) centerline should be treated as structural. The surface water must be stopped, and temporary groundwater control implemented as discussed in appropriate report sections. These length(s) of channel should have the side slopes flattened as described on plan sheets C-109 thru C-112. The bottom will probably need to be widened to allow operation of compaction equipment. Approved select fill should be placed and compacted as described in the appropriate report sections. The new fill should be benched into the sides of the channel, as shown on those plan sheets. In our opinion, the lengths of the channel beyond those described in this paragraph may be treated as landscape fills, as far as dam safety is concerned.

7.7 Seepage Control

Seepage through and beneath an earthen dam is expected. However, it should be controlled to prevent high exit gradients which may cause the possible loss of soil fines and ultimately “piping” beneath or through the dam. There is no evidence of any internal drainage system in the existing dams.

The internal drain system recommended for the Lower Dam includes a combination toe/foundation drain placed generally parallel to the downstream toe of the existing embankment. The downstream toe of the Upper Dam is submerged by the Lower Lake and no toe drain is recommended for the Upper Dam.

The toe/foundation drain will be covered by the fill placed to flatten the downstream slope. Remedial subgrade preparation (undercutting of alluvium) is required and will likely be completed either prior to or in conjunction with constructing portions of this recommended drainage system. Once the toe/foundation drain is completed, additional fill materials will be placed to cover the drain system and create the new downstream toe configuration recommended.

The toe drain portion of the system would consist of a nominal four feet high by two feet wide trench drain filled with “washed” GDOT No. 57 stone. The filter system for this drain will consist of a suitable geotextile filter fabric placed between the soil and gravel. Embedded within this toe drain should be a six- inch diameter, schedule 40, perforated PVC pipe placed with an invert approximately 12 inches above the base of the toe drain section. The toe drain system should extend along the downstream toe of the existing dam from abutment to abutment, but not across the left residual soil abutment toward the Side Channel Spillway.

The toe drain alignment will follow the toe of the existing dam. However, from a practical construction standpoint it is difficult for excavating equipment to operate at the toe of slope without benching into the existing downstream toe. Therefore, it may be more practical to provide an approximately 5-foot minimum horizontal offset to the drain alignment from the existing toe so that it can be excavated without need for cutting into the existing embankment.

Where existing fill or new backfill materials are placed (primarily areas where alluvium is undercut), it is recommended for a “foundation drain” extension to be placed below the toe drain to penetrate these fill materials and extend at least one foot into the underlying residual soil below. The “foundation” part of the drain would consist of ASTM C-33 concrete sand. The foundation drain will predominantly be along the undercut area required at the downstream toe of the Lower Dam. Where the foundation drain is required, i.e., where the toe drain itself does not penetrate into residual soils, the filter fabric wrapped toe drain should be constructed with the filter fabric draped into both sides of the trench in an “open bottom” configuration prior to placement of the foundation drain sand. The filter fabric should be embedded at least 12 inches into the upper portion of the foundation drain excavation.

Solid outlet pipes should be provided for the toe drain collection system. Two outlets should be sufficient for this dam. All perforated drainpipes and outlet pipes should provide for at least a minimal amount of slope for proper drainage. In lieu of traditional cleanouts, we recommend

maximum 22.5-degree bends to be used at all turns and elevation changes so that the entire pipe system could be cleaned from the downstream end, if needed in the future. Small animal guards and headwalls should be included at the outlet ends at all discharge pipes. The outlet structures should be constructed so that flows from the pipes can be collected and monitored. Positive drainage away from these headwall structures should be provided. We recommend that headwall construction be such that a minimum 12-inch drop below the pipe can be maintained. The outlet pipe should extend approximately six inches beyond any headwall surface, primarily to accommodate the small animal guards.

The filter fabric required in conjunction with the drain construction should consist of a nominal eight ounce per square yard, needle-punched, non-woven polypropylene fabric intended specifically for this purpose. The contractor should submit his fabric and aggregate information to us for review prior to implementing into the construction. It is important for the fabric to be placed in imminent contact with a relatively undisturbed soil interface to reduce the potential for clogging of the fabric. No fabric should be placed in a wet or muddy excavation or subgrade. The filter system for the drain consists not only of the filter fabric, but also the soil materials immediately adjacent to the fabric, creating a composite system.

Unless it is completely removed, the grouted Lower Dam spillway pipe should be cut off upstream of the toe drain. We recommend a sand blanket 2 ½ feet thick, extending 2 feet outside the pipe diameter be placed immediately downstream and in contact with that pipe and should be constructed to be in positive contact with the toe drain.

The contractor should take care during construction to prevent contamination of the drain material prior to completing its installation. As such, all portions of the crushed stone and pipe should be protected from siltation, erosion, or surface runoff by filter fabric, even temporarily such as at the end of the day. Should the stone or pipe somehow become contaminated during construction, the geotechnical engineer will determine the magnitude and length of contaminated drain, requiring that portion of drain to be excavated and replaced.

7.8 Earthwork

Prior to placement of any fill, all subgrades should be approved by the geotechnical engineer. This is to verify that all unsuitable materials have been removed and that the subgrade can receive the necessary compactive effort without additional remediation. Substantial undercutting should be expected in the areas currently under the lake(s) and in the area into which the Lower Dam will be extended downstream. Stone may not be used to stabilize subgrades.

In some areas, the contractor will be working in near proximity to groundwater. As such, we recommend that the contractor use a relatively light or wide tracked dozer, such as a Caterpillar D4 or equivalent and a small ride-on pad foot vibratory compactor for these initial lifts of fill. Use of heavy or narrow tracked equipment on what is likely to be a wetter and weaker than normal subgrade may cause excessive pumping and create other destabilizing forces in the underlying soil. Once “out of the bottom” the contractor can revert to heavier equipment if he desires.

All fill material placed should be compacted to at least 95 percent of the soil's standard Proctor maximum dry density. The fill should be placed at or above the soil's optimum moisture content to reduce the soil's permeability. All fill materials should consist of clean soil, with rock fragments no larger than approximately three inches. The material should be placed in relatively thin essentially horizontal lifts across as much of the work area as possible. Each lift of fill should be thoroughly compacted with towed or self-propelled sheepsfoot rollers, or other similar approved equipment. Each fill lift should be left in a non-smooth condition to assure adequate bonding with overlying fill lifts. Should a smooth condition occur, it will be necessary to lightly scarify each lift prior to additional fill placement. Any fill that is saturated or overly dry, or materials that become frozen, should be removed, or reconditioned prior to additional fill placement. Some moisture conditioning of the fill may be required to assure that adequate compaction can be achieved and to help control moisture contents as discussed.

All fill placement should be monitored on essentially a full-time basis by a senior engineering technician working directly under an experienced geotechnical engineer. This individual will verify that suitable materials are placed at the required compacted effort and moisture contents. In addition, the fill placement procedures, including preparation of each fill lift for subsequent fill placement, will be monitored by this individual.

During construction, the new fill should be adequately "benched" into the existing fill or abutment soils to ensure adequate bonding between the new and existing soils and to prevent a predefined plane of weakness along that interface.

Soils with very low densities or containing excessive mica are not generally suitable for dam construction due to the increase potential for erosion and "piping" of soils caused by seepage. We recommend that all soils within the embankment be compacted to a dry density of at least 90 pcf unless specifically approved by the geotechnical engineer, in addition to meeting the other requirements of percent compaction and moisture content. The decision as to whether soils contain too much mica is subjective and will be made by the engineer or engineering technician.

For the purposes of this project, we have used the terminology "select" and "common" to represent different classes of soil materials and their general placement within the embankment. "Select" fill should be used to backfill in all undercut areas and where excavations are made in the dam(s) such as to construct new spillways, remove existing spillway pipes or other areas of excavation in the dams themselves. All other areas can be backfilled using "common" soils. "Select" fills are defined as soil materials having USCS designations CL, ML, MH and SC and "common" soils can be all of the "select" designations plus SM. All SC and SM materials are required to have at least 30% passing the #200 sieve and a Plasticity Index of at least 5.

Any soils removed from the existing dams, side channel spillway, areas adjacent to the side channel spillway or soils undercut, are likely to be unsuitable for reuse as structural fill. These soils should be wasted or used as "landscape" fills. This includes excavations adjacent to and beyond the lake edge such as those shown on sheets C-109 Section B, C-110 Section D and other similar excavations. It is likely that no excavation represented on the site drawings will produce a significant volume of soils suitable for use as structural fills.

7.9 Principal Spillway(s)

As part of the upgrade(s), new concrete spillways will be constructed for both dams.

The elevation at the bottom of the spillway base slab of the Lower Dam will be around 974 feet. Alluvial soils were encountered in borings L-1 and L-2 just a few feet below that elevation. We recommend all alluvium and overlying fill be excavated from below the labyrinth slab with the limits of the alluvium removal extending 5 feet laterally beyond the base slab area. This requirement includes the wing walls.

The borings encountered 4 to 5 feet of alluvium at the drilled locations, alluvium may be deeper intermediate of the boring locations.

As discussed previously, no borings were drilled for the Upper Dam. We expect similar conditions will be discovered in the construction. If alluvium is found to exist below the principal spillway of the Upper Dam our engineers should evaluate the specific conditions encountered but we expect our recommendations will be to remove the alluvium and any existing fills which overlie the alluvium. This requirement will probably include the wing walls.

All exposed subgrades should be in a compact condition at the time of underdrain and/or concrete slab construction. All disturbed materials should either be compacted in place to the required density, with appropriate moisture conditioning, if needed, or the material should be removed and replaced with new structural fill. For minor depths of over-excavation needed to remove disturbed materials, an option may be to utilize additional aggregates for the underdrain system and/or additional concrete where slabs-on-grade are created to replace the over-excavated materials. This should be left to the discretion of the contractor, based on discussions with the engineers, and should be provided at no additional cost to the project.

7.10 Erosion Control

After final grading and proper compaction of the exposed slopes and crest, suitable erosion protection should be provided. Low maintenance grasses are most commonly employed on the downstream slope, the exposed portion of the upstream slope and portions of the crest not under pavements. It has been our experience that on dams where a good vegetative cover is not established early on, problems with erosion resulting in higher long-term maintenance may occur. The crest of the dams should be sloped slightly upstream.

8.0 QUALIFICATIONS OF RECOMMENDATIONS

This evaluation of the geotechnical aspects of the proposed design and construction has been based on our understanding of the project and the data obtained during these studies. The general subsurface conditions used in our evaluation were based on interpolation of the subsurface data between the test locations. Regardless of the thoroughness of a subsurface exploration, there is the possibility that conditions will differ between test locations, that

conditions are not as anticipated by the designers, or that the construction process has modified the soil conditions. Therefore, experienced soil engineers and technicians should evaluate earthwork and foundation construction to verify that the conditions anticipated in design actually exist. Otherwise, we assume no responsibility for construction compliance with the design concepts, specifications, or recommendations.

The recommendations contained in this report have been developed on the basis of the previously described project characteristics and subsurface conditions. If project criteria change, we should be permitted to determine if the recommendations should be modified. The findings of such a review will be presented in a supplemental report. Even after completion of a subsurface study, the nature and extend of variation between test locations may not become evident until the course of construction. If such variations then become evident, it will be necessary to reevaluate the recommendations of this report after on-site observations of the conditions.

These professional services have been performed, the findings derived, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all warranties either expressed or implied. This company is not responsible for the conclusions, opinions or recommendations of others based on these data.

APPENDIX

SOIL TEST BORING PROCEDURES (ASTM D-1586)

The soil test borings were advanced by twisting continuous auger flights into the ground. At selected intervals, soil samples were obtained by driving a standard 1.4 inch I.D., 2.0 inch O.D., split tube sampler into the ground. The sampler was initially seated six inches to penetrate any loose cuttings created in the boring process. The sampler is then driven an additional 12 inches by blows of a 140 pound "hammer" falling 30 inches. The number of blows required to drive the sampler the final foot is designated the Standard Penetration Resistance.

The samples recovered were sealed in glass jars and were transported to the office where they were classified by an engineer in general accordance with the Unified Soil Classification System (USCS).

**CORRELATION OF STANDARD PENETRATION RESISTANCE WITH
RELATIVE COMPACTNESS AND CONSISTENCY**

Sand and Gravel

Standard Penetration Resistance Blows / Foot	Relative Compactness
0 - 4	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
Over 50	Very Dense





Silt and Clay

Standard Penetration Resistance Blows / Foot	Relative Compactness
0 - 1	Very Soft
2 - 4	Soft
5 - 8	Firm
9 - 15	Stiff
16 - 30	Very Stiff
31 - 50	Hard
Over 50	Very Hard

GRID NORTH
GA WEST ZONE

1266 POWDER SPRINGS ROAD,
MARIETTA, GA 30064
PH: 770-424-7168
DATED: OCTOBER 03, 2022



- L-4  HA-4
- L-3  HA-3
- L-2  HA-2
- L-1  HA-1

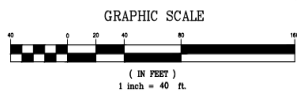
PRIMARY PERMITTEE
OWNER:

CONTACT
PHONE: (xxx) xxx-xxxx
EMAIL:

24 HR. CONTACT PERSON
NAME
CELL (xxx) xxx-xxxx



Know what's below.
Call before you dig.



PRELIMINARY
NOT FOR CONSTRUCTION

LEGEND



-  SOIL TEST BORING LOCATIONS
-  HAND AUGER LOCATIONS

FIGURE 1: SITE AND TEST LOCATION PLAN

TWIN BROTHERS - LOWER DAM
STAPP DRIVE
TUCKER, GEORGIA




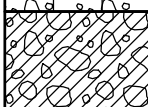
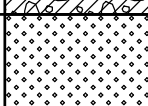
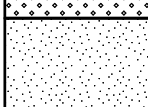
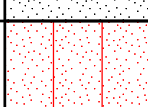
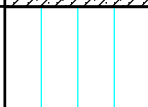
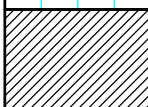
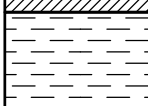
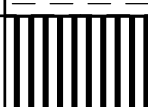
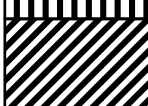
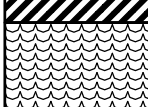
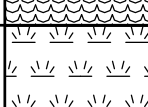
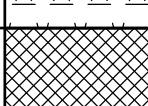
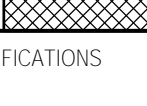


3000 NORTHFIELD PLACE, SUITE 1100
ROSWELL, GA 30076

DRAWN BY: RR
APPROVED BY: MB
PROJECT NO.: 554 (122208)
DATE: 3/20/2023
SCALE: NTS

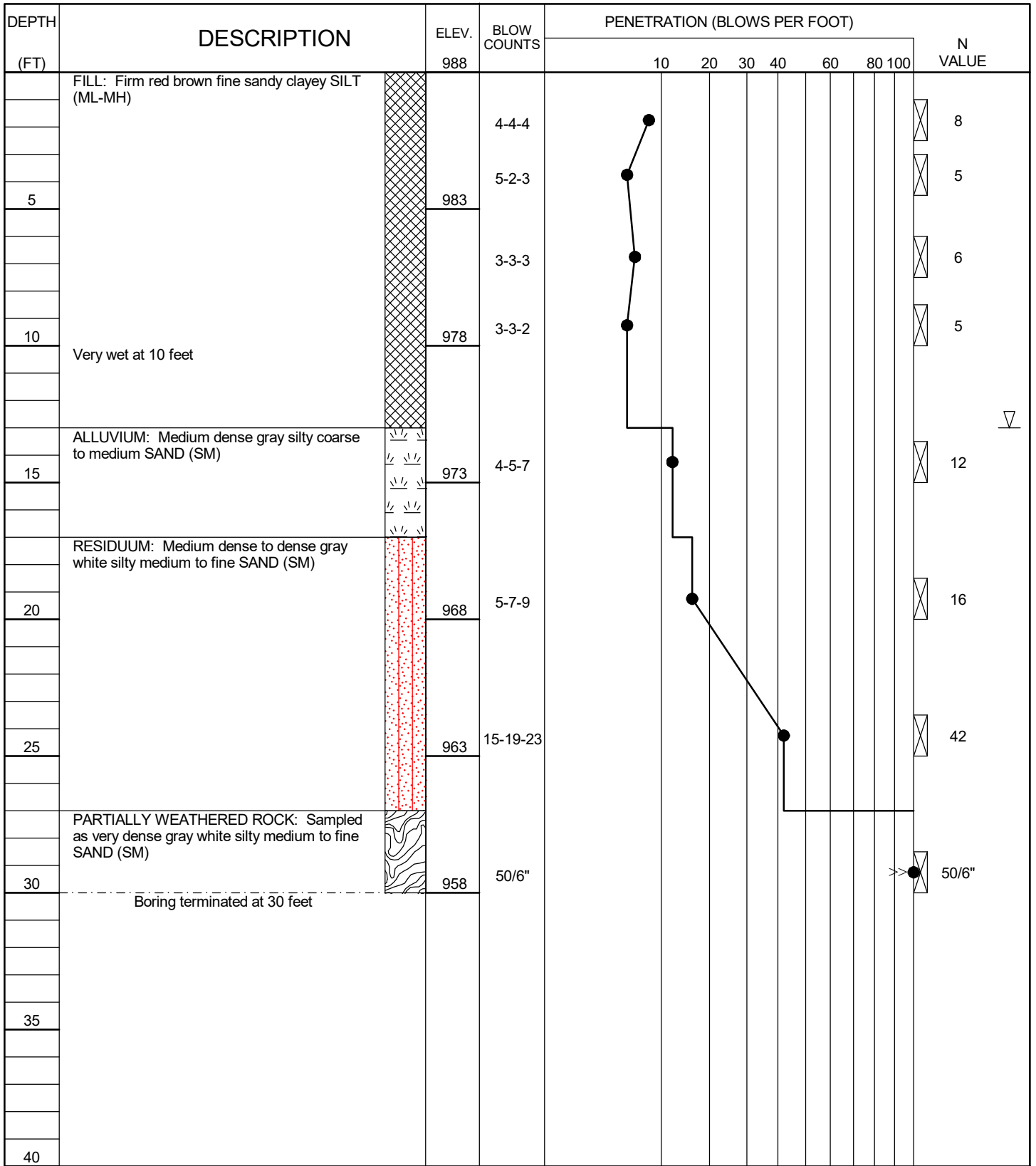
NOTES:

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS	
			GRAPH	LETTER		
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	CLEAN GRAVELS		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
		(LITTLE OR NO FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
		GRAVELS WITH FINES		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES	
	MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	SAND AND SANDY SOILS	CLEAN SANDS		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
			(LITTLE OR NO FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
			SANDS WITH FINES		SM	SILTY SANDS, SAND - SILT MIXTURES
		(APPRECIABLE AMOUNT OF FINES)		SC	CLAYEY SANDS, SAND - CLAY MIXTURES	
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY	
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS	
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY	
	MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
					CH	INORGANIC CLAYS OF HIGH PLASTICITY
					OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
					PT	ALLUVIUM, PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS
ALLUVIUM				PT	ALLUVIUM, PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS	
FILL				FILL	MATERIAL PLACED BY MAN	

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

Twin Brothers Dam



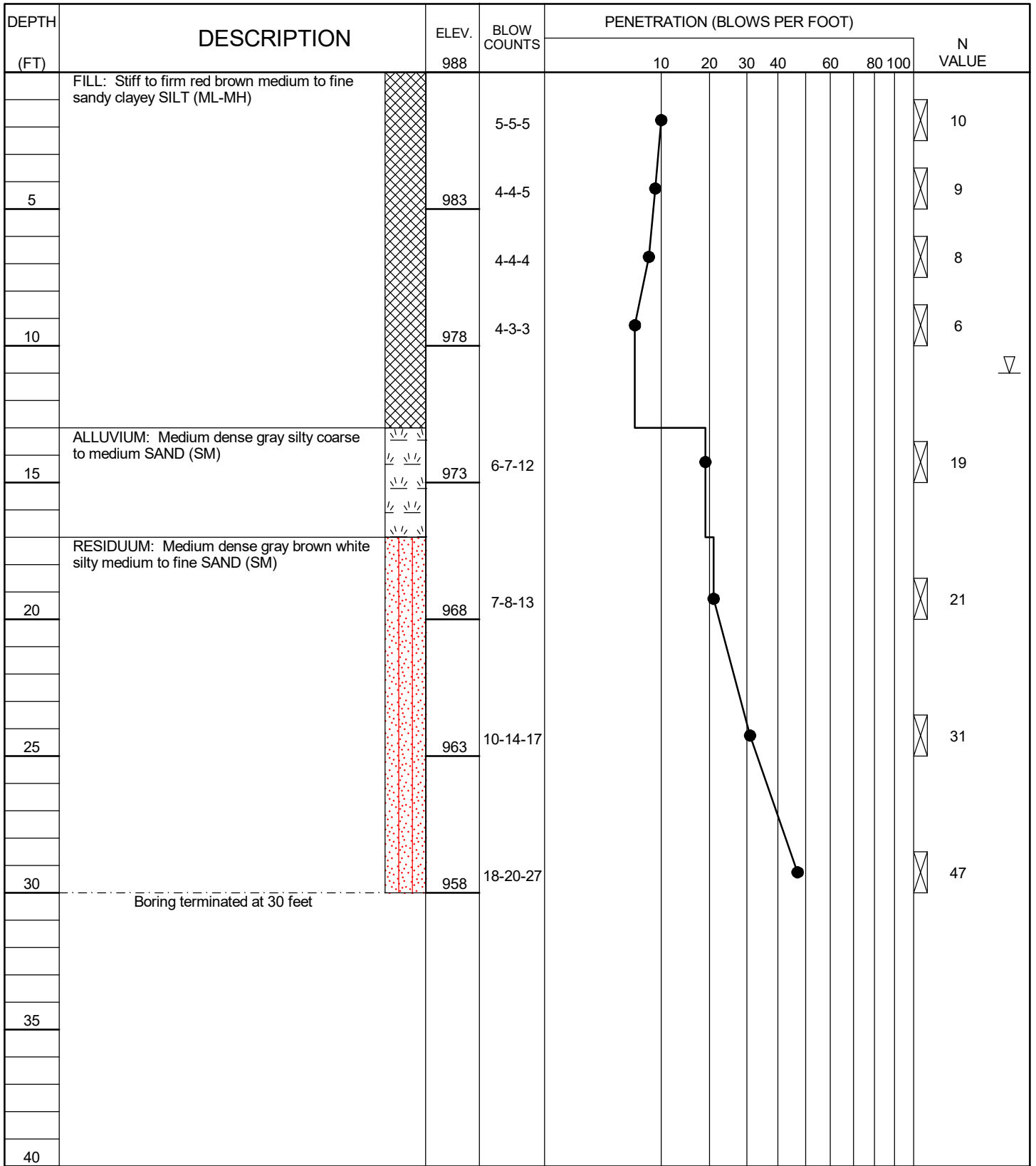
SOIL BORING RECORD

BORING NUMBER	L-1
DATE DRILLED	3/16/2023
PROJECT NUMBER	554 - 122208
PAGE	1 of 1

▽ Groundwater level at time of boring
 ▼ Groundwater level - 24 hrs

Ⓢ Caved depth - 24 hrs
 ⊠ Standard penetration test
 ■ Undisturbed sample

Twin Brothers Dam



SOIL BORING RECORD

BORING NUMBER	L-2
DATE DRILLED	3/16/2023
PROJECT NUMBER	554 - 122208
PAGE	1 of 1

▽ Groundwater level at time of boring
 ▼ Groundwater level - 24 hrs

Ⓢ Caved depth - 24 hrs
 ⊠ Standard penetration test
 ■ Undisturbed sample

Twin Brothers Dam

DEPTH (FT)	DESCRIPTION	ELEV.	BLOW COUNTS	PENETRATION (BLOWS PER FOOT)							N VALUE		
				10	20	30	40	60	80	100			
	FILL: Firm to stiff red brown fine sandy clayey SILT (ML-MH)	988											
			5-4-4										8
5		983	4-4-3										7
			4-3-3										6
10		978	3-3-8										11
15	ALLUVIUM: Medium dense gray slightly silty coarse to medium SAND (SM)	973	3-5-9										14
20	RESIDUUM: Medium dense gray white silty medium to fine SAND (SM)	968	5-7-13										20
25		963	9-10										10
30	PARTIALLY WEATHERED ROCK: Sampled as very dense gray white silty medium to fine SAND (SM) Boring terminated at 30 feet	958	50'4"										50'4"
35													
40													

SOIL BORING RECORD

BORING NUMBER	L-3
DATE DRILLED	3/16/2023
PROJECT NUMBER	554 - 122208
PAGE	1 of 1

▽ Groundwater level at time of boring
 ▼ Groundwater level - 24 hrs

Ⓒ Caved depth - 24 hrs
 ⊠ Standard penetration test
 ■ Undisturbed sample

Twin Brothers Dam

DEPTH (FT)	DESCRIPTION	ELEV.	BLOW COUNTS	PENETRATION (BLOWS PER FOOT)						N VALUE		
				10	20	30	40	60	80		100	
	FILL: Firm to stiff red brown fine sandy clayey SILT (ML-MH)	988										
		4-5-4										9
5		983	3-2-4									6
		3-3-4										7
10		978	4-3-4									7
	ALLUVIUM: Loose gray slightly silty coarse to medium SAND (SM)											
15		973	3-3-4									7
	RESIDUUM: Medium dense brown white silty medium to fine SAND (SM)											
20		968	12-11-10									21
		963	9-10-10									20
30		958	8-9-10									19
	Boring terminated at 30 feet											
35												
40												

SOIL BORING RECORD

BORING NUMBER	L-4
DATE DRILLED	3/16/2023
PROJECT NUMBER	554 - 122208
PAGE	1 of 1

▽ Groundwater level at time of boring
 ▼ Groundwater level - 24 hrs

Ⓒ Caved depth - 24 hrs
 ☒ Standard penetration test
 ■ Undisturbed sample

SUMMARY OF HAND AUGER BORINGS

Twin Brothers Dam

Tucker, Georgia

Atlas Project No. 554 (122208)

Boring No.	Depth (Feet)	Description	Dynamic Cone Penetrometer	
			Depth (ft)	n (bpi)
HA-1	0 – 3"	TOPSOIL: 3 inches	1	5
	3" – 1.5	ALLUVIUM: Brown orange medium to fine sandy SILT (ML), pebbles	3	22
	1.5 – 3	Gray black silty medium to fine SAND (SM)		
	3 – 4	Gray coarse SAND (SM)		
	4	Hand auger refusal at 4 feet. No groundwater encountered at time of excavation.		
HA-2	0 – 4"	TOPSOIL: 4 inches	1	3
	4" – 8"	FILL: Red brown medium to fine sandy SILT (ML)	3	14
	8" – 3.5	ALLUVIUM: Medium to fine brown gray sandy SILT (ML)		
	3.5 – 4	Gray coarse SAND (SM)		
	4	Hand auger refusal at 4 feet. No groundwater encountered at time of excavation.		
HA-3	0 – 3"	TOPSOIL: 3 inches	1	2
	3" – 1	FILL: Red brown medium to fine sandy SILT (ML)	3	15
	1 – 3.5	ALLUVIUM: Brown gray medium to fine sandy SILT (ML)		
	3.5 – 4	Gray coarse SAND (SM)		
	4	Hand auger refusal at 4 feet. No groundwater encountered at time of excavation.		
HA-4	0 – 3"	TOPSOIL: 3 inches	1	6
	3" – 1.75	FILL: Yellow gray orange medium to fine sandy SILT (ML)	3	10
	1.75 – 3	ALLUVIUM: Brown gray medium to fine sandy SILT (ML)		
	3 – 3.5	Gray coarse to medium silty SAND (SM)		
	3.5	Hand auger refusal at 3.5 feet. No groundwater encountered at time of excavation.		

	<u>Bidding Company</u>	<u>Date</u>	<u>Time</u>	<u>Base Bid</u>	<u>Alt 1</u>	<u>Alt 2</u>	<u>Alt 3</u>	<u>Alt 4</u>	<u>Alt 5</u>	<u>TOTAL Base + Alts</u>
1	JHC Corporation **	8/29/2024	12:26:00 PM	\$3,723,600 **	\$ 15,000.00	\$ 35,000.00	\$ 10,000.00	\$ 8,000.00	\$ 46,000.00	\$ 3,837,600.00
2	North Georgia Concrete	8/29/2024	12:50:00 PM	\$ 3,748,000.00	\$ 32,875.00	\$ 22,655.00	\$ 1,733.00	\$ 3,400.00	\$ 8,600.00	\$ 3,817,263.00
3	Crowder Construction Company	8/29/2024	12:49:00 PM	\$ 7,606,359.00	\$ 65,000.00	\$ 26,500.00	\$ 5,600.00	\$ 9,100.00	\$ 51,200.00	\$ 7,763,759.00

Add ALTS

- 1 Addition of Ashlar Pattern Application at Upper and Lower Dam Spillway
- 2 Addition of Observation Deck Roof and Related Structure
- 3 Addition of trail markers
- 4 Addition of granite cladding around bases of posts at existing pavilion
- 5 Addition of custom granite bench with wood seat

****PROCUREMENT NOTE:**
 Upon evaluation of the previous experience of JHC Corporation, staff determined JHC to be disqualified due to lack of specific experience required of the contractor for this project, as stipulated in the Bid documents. The efforts of this evaluation are well documented and endorsed by the City Attorney. JHC Corporation was identified through this process as a stellar company and this disqualification does not extend to future projects.

City of Tucker
ITB 2024-014

Cost Proposal

JOHNS HOMESTEAD PARK AND DAM IMPROVEMENTS

Exhibit B:
Cost Proposal

Cost Proposal of North Georgia Concrete, Inc. (hereinafter called "BIDDER")
a contractor organized and existing under the laws of the state of Georgia, *an
individual, a corporation, or partnership doing business as
North Georgia Concrete, Inc.

**Strike out Inapplicable Terms.*

THIS BID SUBMITTED TO: The City of Tucker (hereinafter called "OWNER")

The undersigned **BIDDER** proposes and agrees, if this Bid accepted, to enter into an Agreement with the **OWNER** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Lump Sum Fee and within the Contract Time indicated in this Bid.

BIDDER agrees to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the **Johns Homestead Park and Dam Improvements Project**, as described in the bid documents, plans and specifications.

In submitting this Bid, the **BIDDER** represents that:

1. **BIDDER** agrees that in case of failure on his/her part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within twenty (20) calendar days after the award thereof, the Bid Bond or certified check accompanying his bid and the money payable thereon shall be forfeited to the **OWNER** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER**.
2. **BIDDER** has examined the plans, specifications and related documents with respect to the site of the proposed work. Being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies, the **BIDDER** agrees to construct the project within the time set forth herein and in accordance with the Contract Documents.
3. **BIDDER** has given the **OWNER** written notice of all conflicts, errors or discrepancies discovered in the Contract Documents. **BIDDER** has received written resolution thereof by Addendum from the **OWNER**.
4. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

JOHNS HOMESTEAD PARK AND DAM IMPROVEMENTS

- 5. **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.
- 6. **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and, **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **OWNER**.

Further, **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 for the various items scheduled.

BIDDER further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within twenty (20) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision; to continuously pursue the Work without interruption; and, to complete the Work within the time frame as specified in the bid documents.

TOTAL LUMP SUM BASE BID:

Having become completely familiar with the local conditions affecting the cost of work at the place where work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined Bidding Documents prepared by the Design Consultants and titled: **Johns Homestead Park and Dam Improvements**, together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plants, equipment, transportation, taxes, permits and other facilities as necessary and/or required to execute all of the work described by the aforesaid Bidding Documents for the lump sum consideration of:

TOTAL BASE BID \$ 3,748,000.00

Three Million Seven Hundred Forty Eight Thousand Dollars

(insert written amount)

Said amount above shall be hereinafter referred to as the "Base Bid" or "Base Proposal".

If the Contractor is given a Notice of Award by the Owner, within Sixty (60) calendar days after receipt of bids, the Contractor agrees to execute a contract for the above-named project work and the above-stated consideration on the form required within ten (10) calendar days of such notification. The undersigned hereby designates the office address stated on the last page of this proposal as the address to which a Notice of Award of this Construction Contract may be

JOHNS HOMESTEAD PARK AND DAM IMPROVEMENTS

delivered and to which all official correspondence and notices may be mailed, or delivered, unless the Owner is otherwise notified in writing by the Contractor.

1. UNIT PRICES:

A. Unless not specifically described or detailed in the contract documents, the unit prices listed below shall be in addition to the total work needed to perform the project. Unit prices shall include all labor, equipment, and material, overhead and profit. Unit prices contained in the Bid Form are subject to negotiation as provided by Georgia Law before execution of the Owner-Contractor Agreement. The following are the unit prices for this project:

No.	Item	Unit	QTY	Unit Price	Total Price
1.	Rock (open excavation)	CY	50	<u>\$125.00</u>	<u>\$6,250.00</u>
2.	Earthwork	CY	1	<u>\$115.00</u>	<u>\$115.00</u>
3.	Drain system	CF	1	<u>\$10.00</u>	<u>\$10.00</u>
4.	Stone Rip-Rap	TN	1	<u>\$128.00</u>	<u>\$128.00</u>
5.	Landscaping (Borrow area only)	AC	1	<u>\$5,695.00</u>	<u>\$5,695.00</u>
6.	Asphalt Roadway Paving Repairs	SY	1,250	<u>\$101.00</u>	<u>\$126,250.00</u>

Total Value of Unit Items (include in the Base Bid above) \$ 138,448.00

Refer to Section 12 220 "Unit Items" of the Technical Specifications for a complete description of each unit item.

The quantity of rock and/or unsatisfactory materials will be verified by the City's representative or geotechnical firm.

Should materials or quantities listed above not be encountered, a change order will be initiated to refund to the City the difference at the bid unit price.

The undersigned represents that the unit prices listed above are complete, and acknowledges that the quantities are not guaranteed, and agrees that payment for these specific items will be based on the actual quantities. (Prices must be entered for all blanks in the schedule).

Quantities in excess of the estimated amount will be paid at the unit price, upon verification by the City's geotechnical firm and/or site representative.

JOHNS HOMESTEAD PARK AND DAM IMPROVEMENTS

2. ALTERNATES:

The low bidder will be determined based upon the Total Base Bid above. Alternates will be added or deleted at the discretion of the Owner.

- A. Alternate NO. 1: Addition of ashlar pattern application at Upper and Lower Dam spillway wall surfaces utilizing architectural concrete form liners.

Adjust Total Base Bid by Addition: \$ 32,875.00 (Dollars)

- B. Alternate NO. 2: Addition of observation deck roof and related structure required to support roof at observation deck at Lower Pond.

Adjust Total Base Bid by Addition: \$ 22,655.00 (Dollars)

- C. Alternate NO. 3: Addition of trail markers (wayfinding signage) including manufactured signs, posts and installation.

Adjust Total Base Bid by Addition: \$ 1,733.00 (Dollars)

- D. Alternate NO. 4: Addition of granite cladding around bases of posts at existing pavilion.

Adjust Total Base Bid by Addition: \$ 3,400.00 (Dollars)

- E. Alternate NO. 5: Addition of custom granite bench with wood seat, granite seat wall and paver overlook.

Adjust Total Base Bid by Addition: \$ 8,600.00 (Dollars)

BID BOND CERTIFICATION:

Attached hereto is a bid bond or certified check on the (Bank) Merchants Bonding CO in the amount of \$187,400.00.

(Five percent of Total Amount Bid).

City of Tucker
ITB 2024-014
JOHNS HOMESTEAD PARK AND DAM IMPROVEMENTS

Cost Proposal


Bidder (Company Name): North Georgia Concrete, Inc.

Mailing Address: 85 Chestatee Industrial Park Drive, Dahlonega, Ga.

Contact Person (Printed Name): Craig Weatherly

Phone Number: 770-355-7471

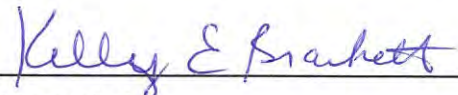
Email Address: cweatherly@northgeorgiaconcrete.com



Signature

Vice President of Operations
Title

Personally appeared before me this 29 day of August, 2024
Craig Weatherly, who under oath deposes and says that he/she is of the firm of
North Georgia Concrete, Inc that he/she has read the
above statement and that to the best of his/her knowledge and belief same is an exact true statement.



Notary Public

My Commission Expires
July 19, 2025





CONTRACT AGREEMENT
ITB 2024-014 JOHNS HOMESTEAD PARK AND DAM IMPROVEMENTS

This Agreement is made and entered into this 5th day of November in the year 2024; by and between the City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Pkwy Suite 350, Tucker, Georgia 30084 and NORTH GEORGIA CONCRETE, INC., ("CONTRACTOR"), located at 85 Chestatee Industrial park Drive, Dahlonega, Georgia 30009.

WHEREAS, the City of Tucker is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Tucker; and

WHEREAS, the City of Tucker has caused **Invitation to Bid 2024-014** to be issued soliciting bids from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with these specifications. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the **ITB 2024-014**; and

WHEREAS, the City of Tucker deemed the Contractor's bid to be the lowest responsible and responsive bid per the scope of services.

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

That the Contractor has agreed and by these present does agree with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out as delineated in "**Exhibit A**" (**Scope of Services**), which is attached hereto and incorporated herein, and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B – COST PROPOSAL

EXHIBIT C – W-9

EXHIBIT D – CERTIFICATE OF INSURANCE
EXHIBIT E – E-VERIFY AFFIDAVIT
EXHIBIT F – ADDENDUMS
EXHIBIT G– PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS
EXHIBIT H – OATH OF NON-COLLUSION
EXHIBIT I – CONTACT INFORMATION

2.0 Key Personnel

The City of Tucker enters into this Agreement having relied upon Contractor providing the services of the Key Personnel, if any. No Key Personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Contractor personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

3.0 Compensation

3.1 Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the bid and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as "**Exhibit B**" (**Cost Proposal**) and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed **\$3,817,263**.

3.2 Billings. If applicable, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

Invoices are to be emailed to invoice@tuckerga.gov and to the City of Tucker project manager and must reference the PO# provided in the Notice to Proceed. A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted. "**Exhibit C**" (**W-9**) is attached hereto and incorporated herein.

3.3 Delay of Payment Due to Contractor's Failure. If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to

deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

- 3.4 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.

4.0 Duration of Contract

- 4.1 Contract Term. The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. The term of this contract shall align with the City's fiscal year from July 1 to June 30 and shall be from commencement of services until all services are rendered. All invoices postmarked by the City during said term shall be filled at the contract price.

If not set forth in the Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay.

This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

5.0 Independent Contractor

- 5.1 The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Tucker. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Tucker Representative within ten (10) day after issuance.
- 5.2 Inasmuch as the City of Tucker and the Contractor are independent of one another 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 of Tucker without the express knowledge and prior written consent of the City.

6.0 Indemnification

- 6.1 The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.
- 6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

7.0 Performance

Performance will be evaluated on a monthly basis. If requirements are not met, City of Tucker Procurement will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how corrections will be made is required to be delivered to the City. Contractor will have thirty (30) days to remedy the situation. If requirements are not remedied City of Tucker has the right to cancel this Agreement with no additional obligation to Contractor.

7.1 Final Completion, Acceptance, and Payment

- 7.1.1 Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor in writing once the date of final completion has been achieved.
- 7.1.2 Final Acceptance is the formal action of the City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Contractor and any of its subcontractors, including the amounts and other details thereof. Neither Final Acceptance nor final payment shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Contractor's failure to perform the work in accordance with the Contract Documents.
- 7.1.3 Acceptance of final payment by Contractor, or any subcontractor, shall constitute a

waiver and release to City of all claims by Contractor, or any such subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth herein in Section 12.0 Claims and Dispute Resolution.

8.0 Changes

City, within the general scope of the Agreement, may, by written notice to Contractor, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

9.0 Change Order Defined

Change Order shall mean a written order to the Contractor executed by the City issued after the execution of this Agreement, authorizing and directing a change in services. The Price and Time may be changed only by a Change Order.

10.0 Insurance

- 10.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation, commercial general liability, and commercial automobile insurance coverage covering the period of this Agreement. Such insurance shall be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The statutory Workers Compensation and Employers Liability Insurance shall have limits of not less than \$1,000,000, and such insurance must contain a waiver of subrogation against the City of Tucker and its affiliates. The commercial General Liability coverage shall have limits of not less than \$3,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name the City of Tucker as an additional named insured. The commercial automobile liability insurance shall have limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name the City of Tucker as an additional named insured. **Providing and maintaining the insurance identified in this paragraph and naming the City as an additional insured shall be a material provision of this agreement.**
- 10.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. **"Exhibit D" (Certificate of Insurance)** is attached hereto and incorporated herein.
- 10.3 The Contractor shall submit a Performance Bond and Payment Bond payable to the City of Tucker in the amount of 100% of the total contract price pursuant to Official Code of Georgia Annotated Sections 36-91-70 and 90. The Contractor shall submit a maintenance bond in the

amount equal to the estimated costs of all landscaping improvements called for in the scope of work. **“Exhibit G” (Performance, Payment, and Maintenance Bonds)** is attached hereto and incorporated herein.

11.0 Termination

11.1 Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

11.1.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

11.1.2 The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

11.1.3 The Contractor fails to comply with confidentiality laws or provisions; and/or

11.1.4 The Contractor furnished any statement, representation or certification which is materially false, deceptive, incorrect or incomplete.

11.2 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause or the City to declare the Contractor in default of its obligations under the Contract:

11.2.1 The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

11.2.2 The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

11.2.3 The Contractor fails to make substantial and timely progress toward performance of the contract;

11.2.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its

obligations as they accrue consistent with applicable federal or state law;

- 11.2.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
 - 11.2.6 The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
 - 11.2.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.
- 11.3 Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:
- 11.3.1 Immediately terminate the Contract without additional written notice; and/or
 - 11.3.2 Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
 - 11.3.3 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- 11.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date as set forth herein in Section 3.0 Compensation. The City shall have no further liability to Contractor for such termination.

City shall pay Contractor for work performed to date in accordance with Section herein. The City shall have no further liability to Contractor for such termination.

- 11.5 Payment Limitation in the event of Termination. In the event termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of

the Contract.

- 11.6 The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:
- 11.6.1 Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
 - 11.6.2 Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
 - 11.6.3 Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
 - 11.6.4 Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 - 11.6.5 Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

12.0 Claims and Dispute Resolution

12.1 Claims Procedure

- 12.1.1 If the parties fail to reach an agreement regarding any dispute arising from the Contract Documents, including a failure to reach an agreement on the terms of any Change Order for City- directed work as provided herein in Section 8 Changes, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.
- 12.1.2 Contractor shall file its Claim within 120 Days from the City's final instructions in accordance with Section 7.0 Performance, or the date of Final Acceptance, whichever is earlier.
- 12.1.3 The Claim shall be deemed to cover all changes in cost and time (including direct, indirect) impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.
- 12.1.4 If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time

should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.

12.1.5 If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.

12.1.6 After Contractor has submitted a fully documented Claim, the City shall respond, in writing, to Contractor with a decision within sixty (60) days of the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

12.2 Arbitration

12.2.1 If Contractor disagrees with City's decision rendered in accordance with Section 12.1 above, Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim, failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its subcontractors,

12.2.2 Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:

- (1) Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
- (2) Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
 - (a) All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of DeKalb County.
 - (b) If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or

productivity.

- (c) Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within DeKalb County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
- (d) All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or subcontractor of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

13.0 Confidential Information

- 13.1 Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:
 - 13.1.1 The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
 - 13.1.2 Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - 13.1.3 The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
 - 13.1.4 The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the

Contract.

- 13.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.
- 13.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.
- 13.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.
- 13.5 Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

14.0 Inclusion of Documents

“Exhibit F” (Addendums) and any other Contractor’s documents submitted in response to any ITB or other solicitation from the City, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the ITB or other city solicitation, as amended, and the Contractor's submittal, the language in the former shall govern.

- 14.1 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

15.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

15.1 Georgia Security and Immigration Compliance Act

- 15.2.1 The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as **"Exhibit E" (E-Verify Form)** and incorporated herein by

reference and made a part of this contract.

15.2.2 The Contractor further certifies that any subcontractor employed by Contractor for the performance of this agreement has executed an appropriate subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each subcontractor.

15.2.3 Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

16.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Tucker's prior written consent.

17.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

18.0 Drug-Free and Smoke-Free Workplace

18.1 A drug-free and smoke-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and

18.2 The Contractor will secure from any sub-Contractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

18.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

18.3.1 The Contractor has made false certification herein; or

18.3.2 The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

19.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, Invoice, catalog, brochure, technical data sheet, or other document which

attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

20.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Tucker all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Tucker pursuant hereto.

21.0 Reporting Requirement

Reports shall be submitted to the Project Manager, as identified in **“Exhibit I” (Contact Information)** which is attached hereto and incorporated herein, on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

22.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

23.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

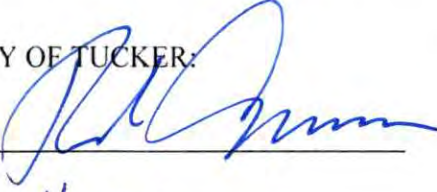
24.0 Contractor’s Oath of Non-Collusion

The Oath identified as **“Exhibit H”** is attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF TUCKER:

CONTRACTOR: NORTH GEORGIA CONCRETE, INC.

By: 

By: 

Title: Mayer

Title: Controller / Contracts Manager

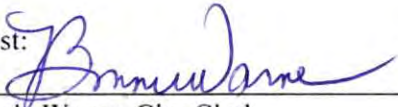
Name: Frank Auman

Name: Lynn Danner

Date: 11-5-2024

Date: 11/04/2024

Attest:


Bonnie Warne, City Clerk



Approved as to form:


Ted Baggett, City Attorney

EXHIBIT A:
SCOPE OF WORK

PROJECT DESCRIPTION

Project Description: The project consists of improvements to Johns Homestead Park located at 3071 Lawrenceville Hwy, Tucker, GA 30084. The work to be performed by the General Contractor consists of, but is not limited to, the following major items:

1. Reconstruction of the dams for the upper and lower ponds.
2. Site hydrology and trail improvements.
3. Construction of a new parking lot, concrete sidewalks / ramps, boardwalks, and bridges.
4. Site amenities
5. Landscape installation.

GENERAL CONDITIONS

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1.01 DEFINITION OF TERMS:

- A. Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:
1. **Bidder** refers to any person, firm or corporation submitting a Proposal for the Work.
 2. **Bonds** refers to bid, performance, payment, and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.
 3. **Change Order** refers to a written order to the Contractor signed by the Owner issued after execution of the Contract authorizing changes in the Work, or an adjustment to the Contract Price or Contract Time.
 4. **Owner** refers to the City of Tucker for whom the work is to be performed.
 5. **Contract** Shall mean the written agreement between the Owner and the Contractor covering the Work to be performed as set forth in the Contract Documents.
 6. **Contract Documents** Shall include Addenda, Bonds, Certificates of Insurance, Change Orders, Contract, Drawings, Conditions of the Contract, and Technical Specifications. The intent of these documents is to include all materials, appliances, tools, labor, and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The Contract Documents shall be considered as one, and whatever is called for by one of them shall be as binding as if called for by all.
 7. **Contract Price** Shall refer to the total amount payable to the Contractor under the Contract Documents for the performance of the Work.
 8. **Contract Time** Shall refer to the number of days stated in the Contract Documents for the Substantial Completion of the Work.
 9. **Contractor** or **General Contractor** shall mean the individual, firm or corporation undertaking the execution of the Work under the terms of the Contract and acting through its agents and employees.
 10. **Director** refers to the Executive Director, or any duly authorized representative of the Owner.

11. **Drawings** or Plans refers to those Drawings which show the character and scope of the Work and include all Drawings enumerated in a list of Drawings and or supplemental Drawings, if any, identified elsewhere in the Contract Documents.
12. **Field Order** refers to a written order issued by the Owner that clarifies or interprets the Contract Documents.
13. **Latent Defect** refers to a hidden defect in material, workmanship or discovered missing item(s) as required by Contract after the Warranty Period, it's omission that may cause failure, malfunction or not provide service as required, but is not or was not discoverable through general inspection.
14. **Notice of Award** refers to the written notice issued by the Owner to the selected Bidder stating that upon compliance with the conditions precedent to be fulfilled by him/her within the time specified, the Owner will execute and deliver the Contract to the Contractor.
15. **Notice to Proceed** refers to the written notice issued by the Owner to the Contractor authorizing him/her to proceed with the Work and establishing the date of commencement of the Work.
16. **Proposal** refers to the offer, bid, or Proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
17. **Resident Inspector** or **Inspector** refers to the representatives of the Owner authorized to observe the construction of the Project.
18. **Shall** and **Will** are mandatory; **Should** and **May** are permissive.
19. **Subcontractor** Shall mean any individual, partnership, firm, corporation, or other entity that either maintains an employee or employees on the Project Site for the purpose of prosecuting the Work of the Contract or provides materials worked to a special design according to the Drawings and Specifications of these Contract Documents. Subcontractor shall not mean the General Contractor or any entity that merely furnishes materials not worked to special design.
20. **Special Conditions** when included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.
21. **Specifications** refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work. The Specifications generally consist of the Contract Documents and Technical Specifications, GDOT Specifications, if included as listed in the Table of Contents.
22. **Substantial Completion** refers to the stage in construction when a project can be utilized for the purposes for which it was intended. At Substantial Completion, minor items and items that are seasonally restricted need not be completed, but the items that affect operational integrity and function of the facility must be capable of continuous use. Contract Time in regard to Liquated Damages and Contract duration terminates.
23. **Supplier** refers to any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the Site.
24. **Surety** refers to the corporate body which is bound with the Contractor and which engages to be responsible for the Contractor and his acceptable performance of the Work.
25. **Warranty Period** refers to the one-year period in which the Contractor warrants the Contracted for Work. The Period is 365 days from Substantial Completion. Warranted Work encompasses defects in workmanship, material, products, etc...
26. **Work** of the Contractor or Subcontractor(s) Shall include all labor, material, equipment, transportation, skill, tools, machinery and other equipment and things useful or necessary in order to complete the Contract.

1.02 CITY OF TUCKER REQUIREMENTS

A. CONTRACTOR REQUIREMENTS

1. The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a lump sum bid. Payment will be made based on the percentage of work completed.

2. The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.
3. The successful bidder must have verifiable experience with construction of similar projects in accordance with these specifications. Bidder shall provide at least three examples and reference information (including company name, project name, contact name, phone number and email address) demonstrating experience successfully completing projects of similar scope.
4. Ten percent (10%) retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The City will inspect the work as it progresses.

B. PROSECUTION AND PROGRESS

1. The Contractor shall comply with the following:
 - a. Mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within 548 days of Notice to Proceed. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final punch list work).
 - b. Upon Notice of Award, the Contractor will be required to submit a Progress Schedule. The contractor shall provide a project progress schedule prior to or at the preconstruction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing "each dam" in the contract. The contractor shall submit a two-week advance schedule every **Friday by 2:00 p.m.**, detailing scheduled activities for the following week.
 - c. The normal workday for this project shall be 7:00AM to 7:00PM 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 national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.).
 - d. The work will require a bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. A one (1) year landscape maintenance bond will be required. The selected contractor will be responsible for the maintenance of landscape materials for one (1) year including watering and replacement of dead materials. The City will conduct an inspection at the end of the warranty period.
2. The City shall perform a Final Inspection upon substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. The contractor shall be assessed liquidated damages in the amount of \$500.00 per calendar day for any contract work (excluding punch list items) that is not completed within 548 days of Notice to Proceed. Liquidated damages shall be deducted from the 10% retainage held by the City.
3. The contractor shall complete any Punch List work within 45 calendar days. The contractor will be assessed liquidated damages in the amount of \$500.00 per calendar day for not completing any required Punch List work within 45 calendar days. All repairs shall be completed by the contractor at the contractor's expense prior to issuance of Final Acceptance.

C. PERMITS AND LICENSES

1. 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.

D. BONDING AND INSURANCE REQUIREMENTS

1. No bid may be withdrawn for a period of forty-five (45) days after the time has been called on the date of opening.
2. All bids must be accompanied by a Bid Bond of a reputable bonding company authorized to do business in the State of Georgia, in an amount equal to at least five percent (5%) of the total amount of the bid.
3. Upon Notice of Award, the successful contractor shall submit a Performance Bond pursuant to O.C.G.A. § 36- 91-70 payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall also submit a Payment Bond in the amount of 100% pursuant to O.C.G.A. § 36- 91-90.
4. Upon Notice of Award, the successful contractor shall procure and maintain a General Liability Insurance Policy with minimum limits of \$1,000,000 per person and \$3,000,000 per occurrence and supply proof of it as well as proof of the minimum workers compensation insurance required by law to the city.

E. PUBLIC NOTIFICATION

1. The contractor shall be responsible for installing park and trail closure signage at each end of the project one week prior to commencement of work requiring lane closure. Payment for this will be included in the lump sum bid price. The contractor shall be responsible for installing lane closure and construction signage per MUTCD guidelines. Payment for this will be included in the lump sum bid price. Properties requiring driveway closures shall be notified no less than one week prior to said closures.

F. EXISTING CONDITIONS / DEVIATION OF QUANTITIES

1. All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for informational purposes only. It is the Contractor's responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a lump sum bid and no payment will be made for additional work without prior written approval from the City. 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.
2. The City reserves the right to add, modify, or delete scope items. The lump sum bid price will be adjusted by written authorized change order(s) as described herein, when determined to be necessary and agreed to by both parties. Items for which the Contractor provides unit prices will be paid based on the actual measured amount of work complete. The Contractor will not be entitled to any adjustment of unit prices because of adjustments made to quantities and/or work locations. For those specific unit price items, Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work" and included in the bid prices for items on the Bid Schedule.

G. SPECIAL CONDITIONS

1. The City has identified preferred access routes to and from the project site through adjoining residential neighborhoods. These routes will be discussed during the pre-bid conference. The Contractor may suggest alternative routes for the City's consideration.

2. The City anticipates that construction vehicle traffic along the preferred access routes through adjoining neighborhoods will likely result in damage to the existing pavement. The Contractor will be responsible for repaving sections of existing roadway that are damaged as a result of construction activities. The Cost Proposal includes a unit price line item with a description of the paving requirements and an estimated quantity of roadway repaving to be included in the total lump sum bid price. Payment of this work will be made for the actual measured amount of work completed at the unit price listed in the Cost Proposal.
3. The City has identified preferred staging and lay-down areas for the project, which will be discussed during the pre-bid conference. The Contractor may suggest alternative locations for the City's consideration.

1.03 APPLICABLE REQUIREMENTS:

- A. The contractor shall execute the work according to and meet the requirements of the following:
 - The Contract Documents including, but not limited to, the scope of work, plans, and Specifications
 - City of Tucker ordinances and regulations
 - OSHA standards and guidelines
 - MUTCD Guidelines
 - Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.
- B. Notice and Service Thereof:
 1. Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by registered mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the Project Site or delivered via email to the official email address provided by the Contractor.

1.04 SPECIFICATIONS:

- A. The Specifications and Drawings accompanying them and any other Contract Documents shall be supplementary to each other and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for or implied by all.
- B. The Contractor will be held responsible to furnish all labor, equipment, and materials necessary to complete the Work as indicated by the Contract Documents.
- C. The Contractor shall see to it that his/her work overlaps the work of all Subcontractors on the project site and agrees to assume all responsibility for liability, workmanship and quality of material concerning any work done by said Subcontractors.
- D. Each section or type of work is described separately in the Technical Specifications; however, should any item of material, equipment, work or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.

- E. In case of difference between Drawings and Specifications, the Specifications shall govern.
- F. Contractor shall submit to Owner samples of all materials to be utilized in the project as indicated. Submission is to ensure compliance to the Contract in regard to texture, color, size, thickness, etc. All materials must meet specifications in regard to standard industry practice, unless so noted otherwise. Materials submitted for approval and their special installation, structural procedures, ANSI, ASTU, Test Lab results, etc., will be part of the submission.

1.05 SPECIFICATIONS AND DRAWINGS TO BE SUPPLEMENTARY:

- A. The Contractor shall keep on the Work site, at all times, a copy of the Drawings and Specifications and shall give the authorized representatives of the Owner access thereto.
- B. The Specifications and Drawings accompanying them are intended to describe and provide for a finished piece of Work. They are intended to be complementary, and what is called for by either shall be as binding as if called for by both.
- C. The Contractor will understand that the Work herein described shall be complete in every detail, notwithstanding every item necessarily involved is not particularly mentioned and the Contractor shall be held responsible to provide all labor, material, equipment and incidentals necessary for the completion of the indicated Work.
- D. The Contractor shall, before the bid of the Contract, report in writing to the Owner any discrepancy that may be discovered in the Contract Documents. If the Contractor fails to call such discrepancy(s) to the attention of the Owner, the subsequent decision of the Owner as to which is correct shall be binding and final.
- E. Should any error or inconsistency appear in the Drawings or the Specifications, the Contractor, before proceeding with the Work, shall make mention of the same to the Owner and in no case shall he proceed with the Work under an uncertainty.

1.06 PRESENT DOCUMENTS GOVERN:

- A. The Contractor shall in no case claim a waiver of any Specifications requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered standard for material or workmanship in any particular location. The Contract Documents for this project shall govern all the Work in this Contract.

1.07 DRAWINGS:

- A. The Drawings generally show Work fully drawn out on only a portion of the Drawings, the remainder in outline. The drawn out Work shall be understood as applying to other like or similar places.
- B. All necessary dimensions are given on the Drawings and shall in all cases, except where a discrepancy occurs, be followed exactly.
- C. The figures and notes on the Drawings, showing the indicated dimensions shall take precedence over scaling.

1.08 CONTRACTOR'S SHOP DRAWINGS:

- A. The preparation and submission of shop drawings shall be in accordance with the Contract Documents, Technical Specifications, Product Data, and Samples based on the Specifications.

1.09 PUBLISHED SPECIFICATIONS:

- A. When other published and generally available Specifications are referred to and identified on the drawings and in the Specifications, they shall become a part of the Contract Documents.

1.10 INSTRUCTIONS, CHANGES, ETC.:

- A. All changes, alterations or instructions in regard to any feature of the Work that differ from the Contract Documents must be approved in writing in all cases, and no verbal orders will be regarded as a basis for claims for extra compensation.
- B. If the Contractor claims that any instruction by drawing or otherwise involves extra cost or an extension of time, he/she shall notify the Owner in writing within ten (10) days after the receipt of such instruction and in any event before proceeding to execute the Work. Thereafter, the procedure shall be the same as that described in Changes in the Work. No such claim shall be valid unless made in accordance with the terms of this section.
- C. No claims for extra cost will be considered based on the escalation of material prices throughout the period of the Contract.
- D. No extra work is to be performed or any changes made that involve any extra cost until the Owner has authorized the Contractor to proceed, in writing, except in an emergency that endangers life or property. The procedures for additional payment shall be as set forth under Changes in the Work.

1.11 EXAMINATION OF WORK BY CONTRACTOR:

- A. It is understood and agreed that the Contractor has by careful examination, satisfied him/herself as to the nature and location of the Work, the conformation of the ground, the character quality and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general local conditions, and all other matters, which can in any way affect the Work or the cost thereof under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

1.12 MATERIALS, SERVICES AND FACILITIES:

- A. The Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment may result in the cancellation of the Contract as herein provided. The equipment to be used on the Work by the Contractor shall be sufficient size and quantity to meet the requirements of the Work and shall be such as to produce a satisfactory quality of Work.
- B. Materials and equipment shall be so stored and handled as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product that has in any way become unfit for the intended purpose shall be incorporated into the Work.
- C. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, cleaned and conditioned as directed by the manufacturer.
- D. Materials, supplies and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract Documents. The source of supply for all such products shall be submitted to the Owner, together with detailed descriptions thereof in the form of samples,

shop drawings, tests or other means necessary to adequately describe the items proposed. If, after trial it is found that sources of supply, even though previously approved by the Owner, have not furnished products meeting the intent of the Contract Documents, the Contractor shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements at no additional cost to the Owner.

- E. Any Work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner, unless previously negotiated with the Owner.
- F. The Contractor shall maintain an office with a telephone and viable email address.
- G. In the event of government supplied material, the Contractor shall inspect such material prior to installation. If said material is defective, he/she shall immediately inform the Owner. The installation of government supplied material shall be warranted by the Contractor. The material itself shall not be so warranted by the Contractor, unless the material fails due to improper installation.
- H. Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

1.13 OR EQUAL CLAUSE:

- A. Whenever a material or article required is specified or indicated on the Drawings by using the name of a proprietary product or of a particular manufacturer or vendor, it is intended to denote the quality standard of the article desired, but does not restrict the Contractor to the specified brand, make or manufacturer so named. Any material or article, which will perform specifically the duties imposed by the general design, may be considered equal and satisfactory providing the material or article so proposed is, in fact, of equal substance and function. Substitution of any item called for in the Drawings or specifications must be specifically approved in writing by the Owner prior to the bid opening. This shall not be construed to include allowing substitutions where certain items, if any, are specified as sole source. The opinion of the Owner Shall be final and no substitute material or article shall be purchased or installed without the Owner's prior written approval.

1.14 INSPECTION AND TESTING OF MATERIALS:

- A. The Contractor shall coordinate with the permitting authority to schedule all inspections required by the authority, including, but not limited to the building inspector and/or fire marshal.
- B. Unless otherwise specifically provided for, the Owner will hire a third-party consulting agency to perform inspections and testing of materials and finished articles to be incorporated in the Work. This includes, but is not limited to proof-rolling, compaction testing, concrete testing and any special inspections that may be required by the International Building Code.
- C. Within ten (10) days of the Notice to Proceed, the Contractor shall furnish to the Owner a complete list of all required inspections and an anticipated schedule of occurrence.
- D. The Contractor shall give the Owner at least two (2) weeks' notice prior to each inspection to be performed by the third-party agency.

1.15 INSPECTION OF WORK:

- A. The Contractor shall, at all times, permit and facilitate inspection of the Work by authorized

representatives of the Owner and/or public authorities/utilities having jurisdiction in connection with the Work of this Contract. The Owner shall interpret and enforce the terms of the Contract Documents, inspect the quality of the Work and make payment based on the acceptance or failure of the completed Work. It shall be the responsibility of the Contractor to call for inspections prior to covering any Work. Failure to do so will result in reopening the Work for Owner inspection, if so required by the Owner, at no cost to the Owner, EVEN IF THE WORK IS FOUND TO BE SATISFACTORY.

- B. The presence of the Owner or Owner's representative at the Site of the Work shall not be construed to, in any manner, relieve the Contractor of his/her responsibility for strict compliance with the provisions of the Contract Documents.

1.16 AUTHORITY OF OWNER:

- A. The Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Owner. The Owner shall decide all questions relating to the character of the Work performed and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. Questions as to the meaning of these Contract Documents and questions relating to design will be referred to the Owner and his/her determinations will be final.
- B. The approval by the Owner of any material(s), equipment, Drawings, plants or of any other items proposed by the Contractor shall be construed only to constitute an approval in general design. Such approval shall not relieve the Contractor from the performance of the material or Work in accordance with the Contract Documents, or from any duty, obligations, performance guarantee, or other liability imposed upon him/her by the provisions of the Contract.
- C. The responsibility of the Owner during construction shall be to make periodic visits to the Site to observe the progress and quality of the Work; he/she will not make continuous on-site inspections. The Owner will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. Any defects or deficiencies in the Work of the Contract observed during such visits will immediately be brought to the attention of the Contractor. The Owner shall have the authority to stop the Work, if necessary, to assure proper execution, and to disapprove work as not conforming to the design.

1.17 AUTHORITY AND DUTIES OF THE DESIGN PROFESSIONAL:

- A. The "Design Professional" includes the project Landscape Architect, Architect and/or Engineers and will serve as the Owner's representative(s), and shall be authorized to inspect all Work completed and all materials to be furnished, including; preparation, fabrication and manufacture of the materials. The Design Professional shall have full authority to alter or waive minor requirements of the Contract Documents through a written field order. The Design Professional may reject materials or suspend Work at no cost to the Owner until any question at issue can be referred and decided by the Owner. The responsibility of the Contractor is not lessened by the presence of the Inspector.

1.18 NO PERSONAL LIABILITY:

- A. In carrying out any of the provisions of the Contract or in exercising any power or authority granted to him/her thereby, there shall be no personal liability upon the Owner or upon any officer or employee of the Owner, it being understood that in such matters, they act as the agent and representative of the Owner.

1.19 PROHIBITED INTERESTS:

- A. No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any

architectural, engineering, inspection, construction or material supply contract and any subcontract in connection in the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, landscape architect, attorney, Owner or Inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

1.20 REJECTION OF WORK AND MATERIALS:

- A. All materials and equipment furnished and all Work done that is not in accordance with the Contract Documents or that is defective will be rejected. All rejected materials, equipment or Work shall be removed immediately. If rejected materials, equipment or Work is not removed within forty-eight (48) hours from the date of notification, the Owner shall have the right and authority to stop the Contractor and his/her Work immediately, and/or shall have the right to arrange for the removal of said rejected materials, equipment or Work at the cost and expense of the Contractor. All rejected materials, equipment, or Work shall be replaced with other equipment, materials, or Work that conforms to the Contract Documents, at no additional cost to the Owner.
- B. Inspection of the Work shall not relieve the Contractor of any of his/her obligations to fulfill the Contract. Defective Work shall be made good regardless of whether such Work, material or equipment has been previously inspected by the Owner and accepted or paid for by progress payment. The failure of the Owner to condemn improper materials and/or workmanship shall not be considered as a waiver of any defect that may be discovered later, or for Work actually defective. All Work, material and/or equipment shall be guaranteed against defects for a period of one year from Date of Project acceptance as established by the Owner.

1.21 DISAGREEMENTS:

- A. Should any disagreement or difference arise as to the estimate, quantities or classifications or as to the meaning of the Drawings or other Contract Documents, or any materials and construction thereof, the decisions of the Owner shall be final and conclusive and binding upon all parties to the Contract.

1.22 WEATHER CONDITIONS:

- A. The Contractor shall keep a daily log of weather conditions on the job site for the duration of the project.
- B. The Contractor may make a claim for an extension of the contract schedule based on project delays that result from weather conditions that prohibit the Contractor from performing construction activities during accepted working hours. This includes delays that may occur after the weather event, in which the weather event renders the job site unworkable.
- C. Any request for an extension of contract time must be submitted in writing by the Contractor to the Owner and approved by signature of the Owner. Weather delay requests shall be submitted by the Contractor each month with the payment application paperwork.
- D. An extension of contract time does not entitle the Contractor to additional monies.

1.23 ROYALTIES AND PATENTS:

- A The Contractor shall hold and save the Owner and its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

1.24 CONTRACTOR'S PERSONNEL:

- A. An experienced superintendent and necessary assistants competent to supervise the particular types of Work involved shall be assigned to the Project by the Contractor, and shall be onsite at all times when Work is in progress. The name of the superintendent shall be submitted, with qualifications of same, prior to start of the Work and shall be approved by the Owner prior to start of the Work. The superintendent so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity on at least one project of like description and size performed by the Contractor during the previous twelve (12) months. Under no circumstances shall any employee of any Subcontractor serve as project superintendent. The superintendent shall represent the Contractor, and all directions given to the superintendent shall be as binding as if given to the Contractor.
- B. Only persons skilled in the type of Work that they are to be performing shall be employed. The Contractor shall, at all times, maintain discipline and good order among his/her employees, and shall not employ on the Work any unfit person or persons or anyone unskilled in the Work assigned him/her. The Contractor shall discharge, at once, from his/her services voluntarily or when required by the Owner, any disorderly, dangerous, insubordinate or incompetent person employed on the Work and shall not again employ said person on the Project.

1.25 LINES, GRADES AND MEASUREMENTS:

- A. The Contractor will furnish, unless otherwise provided, all lines, grades and measurement necessary in laying out the Work. The Contractor must exercise proper care and caution to verify the grades and figures given him/her and carefully check all dimensions before proceeding with the Work and shall be responsible for any damage or defective Work caused by his/her failure of such care and caution. He/she shall promptly notify the Owner of any errors or discrepancies that may be discovered in order that the proper corrections may be made.
- B. The Contractor shall be responsible for the preservation of all lines, points and elevations that may be furnished and shall bear the expense of resetting same, if destroyed.

1.26 LAWS AND REGULATIONS:

- A. The Contractor's attention is directed to the fact that all applicable Federal, State and Local laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout. They will be deemed to be included in the Contract Documents the same as though herein written out in full. The Contractor shall keep himself/herself fully informed of all laws, ordinances and regulations; Federal, State, and Local, in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or other Contract Documents herein referred to, in relation to any such law, regulation, ordinance, order of decree, he/she shall herewith report the same, in writing, to the Owner. He/she shall at all times observe and comply with all such laws, ordinances and regulations, and shall protect and indemnify the Owner and its agents against any such law, ordinance, regulation, order, or decree, to the fullest extent permissible by law, whether by the Contractor or by his/her employees.

1.27 CONTRACTOR'S OBLIGATIONS:

- A. The Contractor shall, in a good workmanship manner, accomplish and perform all work, and furnish all supplies and materials, machinery, equipment, facilities and means; except as herein otherwise expressly specified; necessary or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract, the Drawings, and other Contract Documents, and in accordance with the Work covered by the Contract and any and all supplemental Drawings of the Work covered by this Contract and in accordance with the directions of the Owner as given from time to time during the progress of the Work. He/she shall furnish, erect, maintain, and remove such construction, plant and temporary works as may be required. He/she alone shall be responsible for the safety, efficiency, and adequacy of his/her appliances and methods, and for any damage that may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, be subject to all terms, conditions, requirements and limitations of the Contract Documents, local ordinances, and State and Federal laws; and shall do, carry on, and complete the entire Work to the satisfaction of the Owner. The Prime Contractor shall perform a minimum of 30% of Work under this Contract.

1.28 SUBCONTRACTING:

- A. The Contractor shall not subcontract the complete Work, or any portion thereof, without prior written approval of the Owner. Any Contractor utilizing a subcontractor must submit a proposed list of subcontractors and a Subcontractor Affidavit (form provided).
- B. The Contractor shall be fully responsible to the Owner for the acts and omissions of his/her Subcontractors, and of persons or entities either directly or indirectly employed or providing services to him/her, (i.e. suppliers, off site fabricators, etc.)
- C. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the Owner.

1.29 ASSIGNMENTS:

- A. The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In the event that the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens or all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

1.30 OTHER CONTRACTS:

- A. The Owner may award other contracts for additional Work and the Contractor shall fully cooperate with such other contractors and carefully fit his/her own Work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act that will interfere with the performance of Work by any other Contractor.

1.31 MUTUAL RESPONSIBILITY OF CONTRACTORS:

- A. If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If

such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim to the fullest extent permissible by law.

1.32 EMPLOYEE TAX:

- A. The Contractor assumes and is liable specifically for all State, Federal and local employment taxes including withholding, FICA and FUTA taxes, and guarantees to hold the Owner harmless in every respect against same.

1.33 SALES TAX:

- A. The Contractor assumes and is liable specifically for all Local, State and Federal Sales and Use taxes that may be in force at the time of the Award of the Contract.

1.34 LAND AND RIGHT-OF-WAY:

- A. Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by the Owner and shall conduct his/her Work in accordance with requirements thereof including the giving of notice. The Contractor shall be fully responsible for performing Work to the requirements of any permit, easement or license granting entry even though such requirements may exceed or be more stringent than that otherwise required by the Contract Documents, and shall compensate the Owner fully for any loss or expense arising from failure of the Contractor to perform as required by such entity. Prior to entry on to private property for Work under temporary easements, notice to the property Owner will be made by the Contractor, with concurrent notice to the Owner.
- B. The Owner may provide at Contractor expense and without liability to the Owner any additional land and access thereto that the Contractor may require for temporary construction facilities or for storage of materials.

1.35 ESTIMATE OF QUANTITIES:

- A. The estimated quantities of Work to be done and materials to be furnished under this Contract if shown in any of the Documents, including the bid, are given only for use in comparing bids and to indicate approximately the total amount of the Contract.
- B. It is the Contractor's responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Lump Sum bid and no payment will be made for additional work without prior written approval from the City. 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.
- C. Refer to Section 1/-2.F.2 of this document for additional information.

1.36 USE OF PREMISES:

- A. The Contractor shall confine his/her apparatus, the storage of materials or equipment, and the operations of his/her workmen to limits indicated by law, ordinances, permits or directions of the Owner and shall not unreasonably encumber the premises with materials or equipment. The Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Owner's instructions regarding signs, advertisements, fires and smoking.

1.37 PROTECTION OF WORK, PROPERTY AND PERSON:

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He/she will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Site, and other property at the Site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He/she will erect and maintain as required by the conditions and progress of the Work, all necessary safeguards for safety and precaution. He/she will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts may have caused such a liability.
- C. If existing utilities or structures are indicated by the Contract Documents, no warranty is made as to the accuracy or completeness of such indication. The Contractor shall, prior to commencing other on-site Work, accurately locate above and below ground utilities and structures which may be affected by the Work, using whatever means may be appropriate. The Contractor shall mark the location of existing utilities and structures, not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. He/she shall notify the Owner promptly on discovery of any conflict between the Contract Documents and any existing facility.
- D. In emergencies affecting the safety of persons or the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner, shall act to prevent threatened damage, injury, or loss. He/she will give the Owner prompt written notice (within three (3) calendar days) of any required significant changes in the Work or deviations from the Contract Documents caused thereby. Any claim for compensation by the Contractor due to such extra Work shall be promptly (within seven (7) calendar days) submitted to the Owner for review. The amount of reimbursement claimed by the Contractor and approved by the Owner on account of any emergency action shall be determined in the manner prescribed for Changes in the Work and a Change Order may be issued covering such claim(s).
- E. In the event of temporary suspension of Work, or during inclement weather, or whenever the Owner shall direct, the Contractor will be required to protect all Work and materials against damage or injury from the weather. If, in the opinion of the Owner, any Work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or Work shall be removed and replaced at the expense of the Contractor.

1.38 CONTRACTOR'S RESPONSIBILITY FOR WORK:

- A. All Work under this Contract shall be under the care of the Contractor and he/she shall take every necessary precaution against injury or damage to the same, until final written acceptance is received from the Owner. The Contractor shall rebuild, repair, restore and make good, at his/her own expense, all damages or injury occasioned by the action of the elements, or any other cause whatsoever, before its final completion or acceptance.
- B. The Contractor is responsible for project layout. All Work not properly installed or not installed as per plans will be removed and installed correctly at no additional expense to the Owner.

1.39 PRIOR USE BY OWNER:

- A. Prior to completion of the Work, the Owner may take over operation and/or use of the uncompleted project or portions thereof. Such prior use of facilities by the Owner shall not be deemed as acceptance of any Work or relieve the Contractor from any of the requirements of the Contract Documents.

1.40 CLEANING UP:

- A. The Contractor Shall clean up and remove accumulated dirt at such times as he/she may be directed to do so by the Owner and shall remove, at his/her own expense, from the Work and from the adjoining property(s) all rubbish and surplus materials resulting from construction operations, which may have accumulated during the process of the Work, and leave the project site in a neat and orderly condition upon daily Work completion. Clean up Work shall include the removal of stumps, limbs, pipes, surplus rock, dirt, lumber, tape, general debris from the Job Site, removal of all barricades and warning signs, and final dressing by bringing earth to original grade and seeding or sod as required.
- B. Failure to follow the Owner's written directions as to cleaning up at any time within twenty-four (24) hours after such directions are given shall thereupon give the Owner the right to clean up at the expense of the Contractor or may result in suspension of the work.

1.41 BARRICADES AND WARNING SIGNS:

- A. The Contractor shall provide, erect, maintain and finally remove all barricades and detour signs necessary to properly protect and divert automotive and pedestrian traffic. Automotive barricades and signs shall be illuminated at night. The Contractor will be held responsible for all damage to the Work due to failure of the signs and barricades to properly protect the Work from traffic, pedestrians, animals and all other sources. The Contractor will also be held responsible for damage to persons or property due to failure to erect and maintain adequate barricades and signs. The construction of all barricades shall be acceptable to the Owner and agencies having control over traffic.

1.42 TRAFFIC UNDER CONSTRUCTION:

- A. The Contractor shall expedite the Work as to interfere as little as possible with the traffic both along and across streets and at entrances to adjacent properties, drives, alleys etc.
- B. Where construction is within an existing highway, street or road right-of-way, the Contractor shall determine the exact traffic control requirements of the state, county or local authority having jurisdiction over the right-of-way and shall provide, operate and maintain all signs, barricades, lights and flagmen required by the authority. The Contractor shall submit a traffic control plan to the City for review at least two weeks prior to altering traffic.
- C. Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.
- D. The contractor shall furnish, install and maintain all necessary and required barricades, signs 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.
- E. 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, except as

otherwise called for in the plans. At no time will contractor remove regulatory signing which may cause a hazard to the public.

1.43 MAINTENANCE OF SERVICE:

- A. All existing utilities, both public and private, including sewer, gas, water, electrical, cable and telephone services, etc., shall be protected and their operation shall be maintained throughout the course of the Work. Any temporary shutdown of existing service shall be arranged between the Contractor and THE RESPONSIBLE AGENCY, with Owner notification. The Contractor shall assume full responsibility and hold the Owner harmless from the result of any damage that may occur as a result of the Contractor's activities. All utilities will be identified and located by the Contractor prior to any construction activities.

1.44 CHANGES IN THE WORK:

- A. The Owner may order extra work, or make changes by altering, adding to, or deducting from the Work, the Contract sum being adjusted accordingly. All such orders and adjustments shall be in writing in the form of a Change Order. All such Work shall be executed under the conditions and requirements of the original Contract, except that any claim for an extension of time caused thereby shall be adjusted at the time of ordering such a change. Upon receipt of a fully executed Change Order, the Contractor shall proceed with the Work involved.
- B. The Owner shall have the authority to make minor changes in the Work, not involving extra cost and not inconsistent with the purpose of the Work. These changes may be accomplished by means of a Field Order. If the Contractor believes that any minor change or alteration authorized by the Owner entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, he/she may make a claim, but must do so in writing within three (3) calendar days of the decision that a field change was agreed upon.
- C. Additional Work performed by the Contractor without authorization of a Change Order, will not entitle the Contractor to a change in the Contract Price or the Contract Time, except in the case of an emergency endangering life or property.
- D. The value of any extra work or change, (which cannot be adjusted by an increase or decrease in a contract unit item, if part of this Contract) shall be determined by the Owner in the following way:
 - 1. By estimate, with a breakdown of all necessary labor, material, equipment, overhead and profit.
 - 2. To the cost of items enumerated in labor there may be added a fixed fee for combined overhead and profit not to exceed fifteen percent (15%) of the enumerated labor, material, and equipment cost. Among items considered as overhead costs are insurance, bonds, superintendence, time keeping, clerical work, watchman, use of small tools, general office expense and other such miscellaneous. Only forms as attached in the Contract Documents will be utilized for Change Order submissions.
- E. Change Order (CO) Forms:

The standard AIA Change Order Form will be utilized for changes to the Contract when there is cost and/or time involved. Other forms may be utilized if approved by the Owner. All Contract modification proposals shall be addressed to the Owner. Proposals must clearly state the conditions and scope of the modifications and shall be accompanied by the breakdown of the cost as indicated. Lump sum costs will not be accepted in either the Prime or the Subcontractor's breakdown cost. The total cost for labor, material, and equipment rental (or ownership) for each item shall be transferred to the corresponding item. The Proposal should include a request for an extension of time in calendar

days. The Contractor shall not proceed with any of the Work included in the modification prior to receipt of an executed modification of Contract or as directed by the Owner.

1.45 CONTRACTORS DAILY REPORT:

- A. Reports are required for each day's work throughout the life of the Contract. The reporting of Work shall be identified by terminology consistent in the construction schedule and specifications. Contractor daily reports shall contain the following information:
1. Identify the Work performed that day; dated and signed by the contractor's on-site supervisor.
 2. Results of any meetings held; the location of Work performed and a list of personnel present. Indicate in the report that the Work, the Drawings and specifications have been reviewed, submittals have been approved, materials comply with approved submittals, materials are stored onsite properly, preliminary Work was done correctly, testing has been reviewed, and methods and schedule have been discussed, and that safety was addressed.
 3. Weather conditions, temperature, etc.
 4. Traffic conditions
 5. Any issue impacting the schedule or cost of construction
 6. Any potential Change Order or field change agreed upon

1.46 PAYMENTS BY CONTRACTOR AND LIEN WAIVERS:

- A. The Contractor shall furnish the Owner, whenever requested, with satisfactory evidence that all persons who have done work, or furnished materials under this agreement, have been duly paid or satisfactorily secured.
- B. The Contractor shall submit Final Release of Lien Waivers with the Final Payment Application. A separate Waiver shall be signed by each Subcontractor, certifying that said Subcontractors have been paid in full for services rendered. The Owner will not release final payment to the Contractor without properly executed Waivers.

1.47 PAYMENTS TO CONTRACTOR:

- A. Schedule of Values: The Contractor Shall immediately after the Contract has been awarded, submit to the Owner, a breakdown showing costs apportioned to the major elements of the Contract, (i.e. equipment, material, and labor) that comprises bid amount. This breakdown of costs, as approved, shall be referred to as the Schedule of Values. The Schedule of Values, as approved by the Owner, will serve as the basis for Progress Payment amounts. Front or rear loading or mobilization costs will not be allowed. The Owner has final approval of the Schedule of Values. The Contractor has ten (10) calendar days from Notice to Award to provide Owner with Schedule of Values.
- B. Monthly Progress Payments: The Contractor shall submit a monthly progress payment application to the Owner on the basis of his/her duly certified and approved estimate of the work performed to that date. Work behind schedule, outstanding claims from Suppliers or Subcontractors, defective work, failure to diligently pursue the work, failure to comply with the requirements of the Contract Documents, or an over estimated request for payment shall be cause for the Owner to withhold payment or portions of a requested payment and or seek redress under other provisions under this Contract and or State of Georgia Law.

- C. Payment will be made to the Contractor by the Owner within thirty (30) calendar days after receipt of request for payment by the Owner.
- D. Materials and Work Covered by Partial Payments: All materials and work covered by progress estimates shall, upon payment thereof, become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work, or the removal and replacement of any materials or work which does not comply with the Contract Documents.

1.48 OWNER'S RIGHT TO WITHHOLD PAYMENTS:

- A. The Owner may withhold or, on account of subsequently discovered evidence, mollify the whole or a part of any payment request to such extent as may be necessary to protect the Owner from loss on account of:
 - 1. Defective work not remedied;
 - 2. Claims filed or reasonable evidence indicating probable filing of claims, failure of the Contractor to make payments properly to Subcontractors or Suppliers for material, labor, or equipment;
 - 3. A reasonable doubt that the Contract can be completed for the balance then unpaid;
 - 4. Failure to provide insurance, bonds, or an office with telephone or other satisfactory means of contact.
- B. The Owner shall have the right to disburse and act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The Owner will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor. A fee for such disbursement may be charged by the Owner due to the Contractor's failure to appropriately disburse such funds.

1.49 OWNER'S RIGHT TO SUSPEND OR TERMINATE WORK:

- A. The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days or such further time as agreed upon by the Contractor, by written notice to the Contractor that shall fix the date on which Work shall be resumed. The Contractor will resume work on the date so fixed or earlier as directed. The Contractor must demonstrate any damage(s), if reimbursement is sought, as a result of Owner suspend or terminated work. Contractor will be allowed an increase in the Contract Price or extension of Contract Time, or both, directly attributable to any suspension. Owner has the right to audit contractors, sub-contractors and Suppliers overhead(s), bids, contracts and any other contract related documents to establish Contractor's damages due to Owner suspended or terminated work.
- B. If the Contractor is adjudged bankrupt or insolvent, or if he/she makes a general assignment for the benefit of his/her creditors, or if a trustee or receiver is appointed for the Contractor or for any of his/her property, or if he/she files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or applicable laws, or if he/she repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he/she repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he/she disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction over the Work, or if he/she disregards the authority of the Owner, or if he/she otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his/her Surety a maximum of seven (7) calendar days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by

whatever method he/she may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor or Surety will pay the difference to the Owner. Costs incurred will be determined by the Owner and incorporated in the Contract via Change Order.

1.50 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT:

- A. Should the work be stopped by any public authority for a period of ninety (90) calendar days or more, through no fault of the Contractor or should the Owner fail to pay the Contractor any payment within a reasonable length of time after the payment shall become due, the Contractor, upon seven (7) Calendar days written notice to the Owner, may stop work, or terminate the Contract and recover from the Owner payment for all work executed.

1.51 MEASUREMENT OF WORK:

- A. Except for any "Unit Price" Items included in the Bid Form, the Contractor will be paid based on the percentage of work complete and/or materials stored.

1.52 ACCEPTANCE OF WORK AND FINAL PAYMENT:

- A. Before final acceptance of the Work and payment to the Contractor of the percentage retained by the Owner, the following requirements shall be complied with:
1. Final Inspection: Upon notice from the Contractor that the Work is completed, the Owner shall make a final inspection of the Work, and shall notify the Contractor of all instances where the Work fails to comply with the Contract Documents, per Section 01 7700 - Closeout.
 2. Liens: Final acceptance of the Work will not be granted and will not be due or payable until the Contractor has furnished the Owner proper and satisfactory evidence under oath that all claims for labor and materials employed or used in the construction of the Work under this Contract have been settled, and that no legal claims can be filed against the Owner or Contractor for such labor or materials and all billings from Suppliers have been settled.
 3. Final Payment: When the Work under this Contract is completed, a final request for payment shall be submitted to the Owner representing the original Contract sum plus or minus all Change Orders to the Contract. The final payment shall not be due until the Contractor has completed all Work, necessary and reasonably incidental to the Contract, including final clean-up, as-built red lined Drawings acceptable to the Owner, submission of manufacturer's warranty literature and any warranty provisions for specific materials or equipment that exceed the Contractors one year industry standard Warranty Period. Additionally, delivered to the Owner, certification of release of all liens, if any arising out of the Contract, and or receipts in full certifying complete payment for all materials, labor, and equipment rentals for which liens could be filed, or submission of a bond acceptable to the Owner indemnifying the Owner against any such lien(s), to the fullest extent permissible by law.
 4. Warranty: One year from Substantial Completion, except for manufacturers listed Warranty Periods that exceed the one-year period. Substantial Completion date will be established between the Contractor and Owner prior to Final Payment.
- B. Acceptance of the Work and the making of final payment shall not constitute waiver of any claims by the Owner. Payments otherwise due the Contractor may be withheld by the Owner because of

defective Work not remedied, liens filed and unadjusted damage to others by the Contractor or Subcontractors, vendors or laborers.

1.53 DEDUCTION FOR UNCORRECTED WORK:

- A. If the Owner deems it expedient to accept Work injured or not done in accordance with the Contract, an equitable adjustment will be made with a proper deduction from the Contract Price for unsatisfactory Work.

1.54 GUARANTEE AND CORRECTION OF WORK:

- A. The Contractor shall guarantee all work to have been accomplished in conformance with the Contract Documents. Neither the final certificate of payment nor any provision of the Contract Documents, nor partial or entire occupancy or use of the Work by the Owner, shall constitute an acceptance of any part of the Work not done in accordance with the Contract Documents, or relieve the Contractor of liability for incomplete or faulty materials or workmanship. The Contractor shall promptly remedy omission or defect in the Work and pay for any damage to other improvements or facilities resulting from such omission or defect, which shall appear within a period of one (1) year from the Date of Substantial Completion, unless a longer period is specified. In the event that the Contractor should fail to make repairs, adjustments, or other remedy that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost incurred. The Contract Performance Bond Shall remain in full force and effect through the Warranty Period.

Exhibit B:
Cost Proposal

Cost Proposal of North Georgia Concrete, Inc. (hereinafter called "BIDDER")
a contractor organized and existing under the laws of the state of Georgia, *an
individual, a corporation, or partnership doing business as
North Georgia Concrete, Inc..

**Strike out Inapplicable Terms.*

THIS BID SUBMITTED TO: **The City of Tucker** (hereinafter called "OWNER")

The undersigned **BIDDER** proposes and agrees, if this Bid accepted, to enter into an Agreement with the **OWNER** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Lump Sum Fee and within the Contract Time indicated in this Bid.

BIDDER agrees to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the **Johns Homestead Park and Dam Improvements Project**, as described in the bid documents, plans and specifications.

In submitting this Bid, the **BIDDER** represents that:

1. **BIDDER** agrees that in case of failure on his/her part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within twenty (20) calendar days after the award thereof, the Bid Bond or certified check accompanying his bid and the money payable thereon shall be forfeited to the **OWNER** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER**.
2. **BIDDER** has examined the plans, specifications and related documents with respect to the site of the proposed work. Being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies, the **BIDDER** agrees to construct the project within the time set forth herein and in accordance with the Contract Documents.
3. **BIDDER** has given the **OWNER** written notice of all conflicts, errors or discrepancies discovered in the Contract Documents. **BIDDER** has received written resolution thereof by Addendum from the **OWNER**.
4. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

JOHNS HOMESTEAD PARK AND DAM IMPROVEMENTS

- 5. **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.
- 6. **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and, **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **OWNER**.

Further, **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 for the various items scheduled.

BIDDER further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within twenty (20) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision; to continuously pursue the Work without interruption; and, to complete the Work within the time frame as specified in the bid documents.

TOTAL LUMP SUM BASE BID:

Having become completely familiar with the local conditions affecting the cost of work at the place where work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined Bidding Documents prepared by the Design Consultants and titled: **Johns Homestead Park and Dam Improvements**, together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plants, equipment, transportation, taxes, permits and other facilities as necessary and/or required to execute all of the work described by the aforesaid Bidding Documents for the lump sum consideration of:

TOTAL BASE BID \$ 3,748,000.00

Three Million Seven Hundred Forty Eight Thousand Dollars

(insert written amount)

Said amount above shall be hereinafter referred to as the "Base Bid" or "Base Proposal".

If the Contractor is given a Notice of Award by the Owner, within Sixty (60) calendar days after receipt of bids, the Contractor agrees to execute a contract for the above-named project work and the above-stated consideration on the form required within ten (10) calendar days of such notification. The undersigned hereby designates the office address stated on the last page of this proposal as the address to which a Notice of Award of this Construction Contract may be

JOHNS HOMESTEAD PARK AND DAM IMPROVEMENTS

delivered and to which all official correspondence and notices may be mailed, or delivered, unless the Owner is otherwise notified in writing by the Contractor.

1. UNIT PRICES:

A. Unless not specifically described or detailed in the contract documents, the unit prices listed below shall be in addition to the total work needed to perform the project. Unit prices shall include all labor, equipment, and material, overhead and profit. Unit prices contained in the Bid Form are subject to negotiation as provided by Georgia Law before execution of the Owner-Contractor Agreement. The following are the unit prices for this project:

No.	Item	Unit	QTY	Unit Price	Total Price
1.	Rock (open excavation)	CY	50	<u>\$125.00</u>	<u>\$6,250.00</u>
2.	Earthwork	CY	1	<u>\$115.00</u>	<u>\$115.00</u>
3.	Drain system	CF	1	<u>\$10.00</u>	<u>\$10.00</u>
4.	Stone Rip-Rap	TN	1	<u>\$128.00</u>	<u>\$128.00</u>
5.	Landscaping (Borrow area only)	AC	1	<u>\$5,695.00</u>	<u>\$5,695.00</u>
6.	Asphalt Roadway Paving Repairs	SY	1,250	<u>\$101.00</u>	<u>\$126,250.00</u>

Total Value of Unit Items (include in the Base Bid above) \$ 138,448.00

Refer to Section 12 220 "Unit Items" of the Technical Specifications for a complete description of each unit item.

The quantity of rock and/or unsatisfactory materials will be verified by the City's representative or geotechnical firm.

Should materials or quantities listed above not be encountered, a change order will be initiated to refund to the City the difference at the bid unit price.

The undersigned represents that the unit prices listed above are complete, and acknowledges that the quantities are not guaranteed, and agrees that payment for these specific items will be based on the actual quantities. (Prices must be entered for all blanks in the schedule).

Quantities in excess of the estimated amount will be paid at the unit price, upon verification by the City's geotechnical firm and/or site representative.

JOHNS HOMESTEAD PARK AND DAM IMPROVEMENTS

2. ALTERNATES:

The low bidder will be determined based upon the Total Base Bid above. Alternates will be added or deleted at the discretion of the Owner.

- A. Alternate NO. 1: Addition of ashlar pattern application at Upper and Lower Dam spillway wall surfaces utilizing architectural concrete form liners.

Adjust Total Base Bid by Addition: \$ 32,875.00 (Dollars)

- B. Alternate NO. 2: Addition of observation deck roof and related structure required to support roof at observation deck at Lower Pond.

Adjust Total Base Bid by Addition: \$ 22,655.00 (Dollars)

- C. Alternate NO. 3: Addition of trail markers (wayfinding signage) including manufactured signs, posts and installation.

Adjust Total Base Bid by Addition: \$ 1,733.00 (Dollars)

- D. Alternate NO. 4: Addition of granite cladding around bases of posts at existing pavilion.

Adjust Total Base Bid by Addition: \$ 3,400.00 (Dollars)

- E. Alternate NO. 5: Addition of custom granite bench with wood seat, granite seat wall and paver overlook.

Adjust Total Base Bid by Addition: \$ 8,600.00 (Dollars)

BID BOND CERTIFICATION:

Attached hereto is a bid bond or certified check on the (Bank) Merchants Bonding CO in the amount of \$187,400.00.

(Five percent of Total Amount Bid).

City of Tucker
ITB 2024-014
JOHNS HOMESTEAD PARK AND DAM IMPROVEMENTS

Cost Proposal

Bidder (Company Name): North Georgia Concrete, Inc.

Mailing Address: 85 Chestatee Industrial Park Drive, Dahlonega, Ga.

Contact Person (Printed Name): Craig Weatherly

Phone Number: 770-355-7471

Email Address: cweatherly@northgeorgiaconcrete.com



Signature

Vice President of Operations

Title

Personally appeared before me this 29 day of August, 2024
Craig Weatherly, who under oath deposes and says that he/she is of the firm of
North Georgia Concrete, Inc that he/she has read the
above statement and that to the best of his/her knowledge and belief same is an exact true statement.



Notary Public

My Commission Expires

July 19, 2025



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

North Georgia Concrete, Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor C corporation S corporation Partnership Trust/estate
- LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
- Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **N/A**

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) **N/A**

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

5 Address (number, street, and apt. or suite no.). See instructions.

85 Chestatee Industrial Park Drive

6 City, state, and ZIP code

Dahlonega, GA 30533

Requester's name and address (optional)

7 List account number(s) here (optional)

Mailing Address: PO Box 827 ~ Fayetteville, GA 30214

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
5	8	-	2	5	0	5	3	9	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date **8/13/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/6/2024

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.

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.

Table with 2 main columns: PRODUCER (Norton Mountain Insurance) and CONTACT NAME (Mountain@nortoninsurance.com). Includes sub-sections for INSURED (North Georgia Concrete Inc) and INSURER(S) AFFORDING COVERAGE (Selective Insurance Company of America, Markel American Insurance, Colony Insurance Company, Westchester Fire Insurance Company).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Commercial Umbrella, and Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Please note due to directives received from the Georgia Department of Insurance we are no longer allowed to enter any special wording in the description of operations field on the certificate.

Table with 2 columns: CERTIFICATE HOLDER (The City of Tucker) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature).

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Norton Mountain Insurance		NAMED INSURED North Georgia Concrete Inc PO Box 827 Fayetteville, GA 30214	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
identification purposes only. This reference may include but not be
limited to project number, project name, project description or a general description of work to be performed.

CONTRACTORS EQUIPMENT (LEASED/RENTED) POLICY NUMBER: S 2294975

**Any One Item
\$250,000**

Project: Johns Homestead Park and Dam Improvements

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none">• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)• Lessors of Leased Equipment• Managers or Lessors of Premises• Mortgagees, Assignees and Receivers• Any Other person or organization other than a joint venture• Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00 06 22
Page 1 of 10

INSURED'S COPY

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ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if **(a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement or written permit you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

The insurance provided by this extension shall not increase the applicable limits of insurance.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14**. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17**. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5**. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS — AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

COMMERCIAL GENERAL LIABILITY
CG 79 21 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your Commercial General Liability Coverage Part; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other valid and collectible insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract or agreement referred to above.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

20000FS 2294975 545

ElitePac®

Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 16 04 23

SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION I — COVERED AUTOS COVERAGES AND SECTION II — COVERED AUTOS LIABILITY COVERAGE	
Employee Owned Autos - Business Use	Coverage Extension
AMENDMENTS TO SECTION II — LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident"
Loss Of Earnings	\$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	\$1,000 Per Accident \$500 Deductible Per "Accident"
Limited Liability Companies	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Employees As Insureds	Coverage Extension
AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Commercial Auto With GVW or GCW Greater Than 10,000 Pounds	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800
Hired Auto Physical Damage Coverage	\$75,000 per "loss"
Hired Auto Loss of Use Coverage	\$750 Per "Accident"
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension

20000FS 2294975 614

DESCRIPTION	
AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE — Continued	
Personal Effects	\$500 Per "Accident"
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Physical Damage Limit Of Insurance	Coverage Extension
Green Automobile Replacement Coverage	10% up to \$3,000 per "auto", \$10,000 maximum per "loss"
AMENDMENTS TO SECTION IV — BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
AMENDMENTS TO SECTION V — DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition
Coverage Territory	Broadened Definition

THIRD PARTY NOTICE TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

POLICY NUMBER: S 2294975

IL 79 90 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- BUSINESS AUTO COVERAGE PART
- COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
- AUTO DEALERS COVERAGE PART
- BUSINESSOWNERS COVERAGE PART

The policy provisions relating to cancellation or nonrenewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel or non-renew this policy for any reason other than nonpayment of premium or at the request of or on behalf of the Named Insured, we agree that the individual person(s) or organization(s) listed in the Schedule below and the Named Insured will be notified prior to the effective date of cancellation when such notice is required in a written contract. The manner and timing of the notice will be as required by law, or the number of days shown in the Schedule below, whichever is greater. A transfer of this policy from one insurance affiliate to another within the same insurance holding group shall not be deemed a cancellation, unless prohibited by law.

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

If notice is mailed, proof of mailing to the address shown in the Schedule below will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

20000FS 2294975 364

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
<p>HUSMAN ENVIRONMENTAL AND CONSTRUCTION & RC CONSTRUCTION A JOINT VENTURE</p>	<p>2660 RIDGEWOOD ROAD SUITE 100 JACKSON, MS 39219</p>	<p>30</p>

THIRD PARTY NOTICE TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

POLICY NUMBER: S 2294975

IL 79 90 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- BUSINESS AUTO COVERAGE PART
- COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
- AUTO DEALERS COVERAGE PART
- BUSINESSOWNERS COVERAGE PART

The policy provisions relating to cancellation or nonrenewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel or non-renew this policy for any reason other than nonpayment of premium or at the request of or on behalf of the Named Insured, we agree that the individual person(s) or organization(s) listed in the Schedule below and the Named Insured will be notified prior to the effective date of cancellation when such notice is required in a written contract. The manner and timing of the notice will be as required by law, or the number of days shown in the Schedule below, whichever is greater. A transfer of this policy from one insurance affiliate to another within the same insurance holding group shall not be deemed a cancellation, unless prohibited by law.

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

If notice is mailed, proof of mailing to the address shown in the Schedule below will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

20000FS 2294975 365

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
B&G EQUIPMENT AND SUPPLY LP	2748 MARY TAYLOR ROAD BIRMINGHAM, AL 35210	30

THIRD PARTY NOTICE TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

POLICY NUMBER: S 2294975

IL 79 90 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- BUSINESS AUTO COVERAGE PART
- COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
- AUTO DEALERS COVERAGE PART
- BUSINESSOWNERS COVERAGE PART

The policy provisions relating to cancellation or nonrenewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel or non-renew this policy for any reason other than nonpayment of premium or at the request of or on behalf of the Named Insured, we agree that the individual person(s) or organization(s) listed in the Schedule below and the Named Insured will be notified prior to the effective date of cancellation when such notice is required in a written contract. The manner and timing of the notice will be as required by law, or the number of days shown in the Schedule below, whichever is greater. A transfer of this policy from one insurance affiliate to another within the same insurance holding group shall not be deemed a cancellation, unless prohibited by law.

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

If notice is mailed, proof of mailing to the address shown in the Schedule below will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

20000FS 2294975 366

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
MASHBURN EQUIPMENT LLC	425 FRONTAGE ROAD	30
MASHBURN EQUIPMENT LLC	425 FRONTAGE ROAD RINGGOLD, GA 30736	30
	, GA 30736	

THIRD PARTY NOTICE TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

POLICY NUMBER: S 2294975

IL 79 90 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- BUSINESS AUTO COVERAGE PART
- COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
- AUTO DEALERS COVERAGE PART
- BUSINESSOWNERS COVERAGE PART

The policy provisions relating to cancellation or nonrenewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel or non-renew this policy for any reason other than nonpayment of premium or at the request of or on behalf of the Named Insured, we agree that the individual person(s) or organization(s) listed in the Schedule below and the Named Insured will be notified prior to the effective date of cancellation when such notice is required in a written contract. The manner and timing of the notice will be as required by law, or the number of days shown in the Schedule below, whichever is greater. A transfer of this policy from one insurance affiliate to another within the same insurance holding group shall not be deemed a cancellation, unless prohibited by law.

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

If notice is mailed, proof of mailing to the address shown in the Schedule below will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

20000FS 2294975 367

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
MASHBURN EQUIPMENT LLC.	425 FRONTAGE ROAD	10
MASHBURN EQUIPMENT LLC.	425 FRONTAGE ROAD	10
	RINGGOLD, GA 30736 , GA 30736	

THIRD PARTY NOTICE TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

POLICY NUMBER: S 2294975

IL 79 90 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- BUSINESS AUTO COVERAGE PART
- COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
- AUTO DEALERS COVERAGE PART
- BUSINESSOWNERS COVERAGE PART

The policy provisions relating to cancellation or nonrenewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel or non-renew this policy for any reason other than nonpayment of premium or at the request of or on behalf of the Named Insured, we agree that the individual person(s) or organization(s) listed in the Schedule below and the Named Insured will be notified prior to the effective date of cancellation when such notice is required in a written contract. The manner and timing of the notice will be as required by law, or the number of days shown in the Schedule below, whichever is greater. A transfer of this policy from one insurance affiliate to another within the same insurance holding group shall not be deemed a cancellation, unless prohibited by law.

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

If notice is mailed, proof of mailing to the address shown in the Schedule below will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

20000FS 2294975 368

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
UNITED COMMUNITY BANK ISAOA ATIMA	PO BOX 7092 TROY, MI 48007	30



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2979363

DATE (MM/DD/YYYY)

08/13/2024

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 LOCKTON COMPANIES 444 W 47TH STREET, SUITE 900 KANSAS CITY, MO 64112-1906
CONTACT NAME: PHONE (A/C, No, Ext): 844-456-1523 FAX (A/C, No):
E-MAIL ADDRESS: dhrcerts@locktonaffinity.com
INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: A I U INSURANCE COMPANY 19399
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

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

Coverage is provided for only those employees leased to but not subcontractors of insured
Project: Johns Homestead Park and Dam Improvements
WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

The City of Tucker
1975 Lakeside Pkwy
Tucker GA 30084

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John M Amello

Workers' Compensation and Employers' Liability Policy

Named Insured Decision HR 9455 Koger Blvd. N. Suite 110 St. Petersburg, FL 33702	Endorsement Number
	Policy Number Symbol: WC Number: 015834130
Policy Period 06/01/2024 TO 06/01/2025	Effective Date of Endorsement 06/01/2024
Issued By (Name of Insurance Company) A I U INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

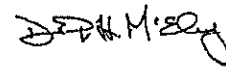
Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.

Contractor Name:	North Georgia Concrete, Inc.
Solicitation/Bid number or Project Description:	2024-014 Johns Homestead Park and Dam Improvements

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services under a contract on behalf of the City of Tucker, Georgia 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 as required by O.C.G.A. § 13-10-91(b) and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and 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:

219422

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

North Georgia Concrete, Inc.
Name of Contractor

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

Craig Weatherly
Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

June 9, 2009

Date of Authorization

Vice President of Operations
Title (of Authorized Officer or Agent of Contractor)

08-29-24

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

29 DAY OF August, 2024

Kelly E Brackett
Notary Public

My Commission Expires July 19, 2025



CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB 2024-014
JOHNS HOMESTEAD PARK AND DAM
IMPROVEMENTS PROJECT

Upon receipt, please print and add to your proposal.

**I hereby acknowledge receipt of the supplement pertaining to the
above referenced bid.**

COMPANY NAME: North Georgia Concrete, Inc.

CONTACT PERSON: Craig Weatherly

ADDRESS: 85 Chestatee Industrial Park Drive

CITY: Dahlonega **STATE:** Ga **ZIP:** 30533

PHONE: 706-867-1774 **FAX:** 706-867-1608

EMAIL ADDRESS: cweatherly@northgeorgiaconcrete.com

 08-29-24

SIGNATURE

DATE

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #2 FORM

ITB 2024-014
JOHNS HOMESTEAD PARK AND DAM
IMPROVEMENT PROJECT

Upon receipt, please print and add to your proposal.

I hereby acknowledge receipt of the supplement pertaining to the above referenced bid.

COMPANY NAME: North Georgia Concrete, Inc.

CONTACT PERSON: Craig Weatherly

ADDRESS: 85 Chestatee Industrial Park Drive

CITY: Dahlonega **STATE:** Ga **ZIP:** 30533

PHONE: 706-867-1774 **FAX:** 706-867-1608

EMAIL ADDRESS: cweatherly@northgeorgiaconcrete.com

 08-29-24

SIGNATURE

DATE

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #3 FORM

ITB 2024-014
JOHNS HOMESTEAD PARK AND DAM
IMPROVEMENT PROJECT

Upon receipt, please print and add to your proposal.

I hereby acknowledge receipt of the supplement pertaining to the above referenced bid.

COMPANY NAME: North Georgia Concrete, Inc.

CONTACT PERSON: Craig Weatherly

ADDRESS: 85 Chestatee Industrial Park Drive

CITY: Dahlonega **STATE:** Ga **ZIP:** 30533

PHONE: 706-867-1774 **FAX:** 706-867-1608

EMAIL ADDRESS: cweatherly@northgeorgiaconcrete.com

 08-29-24

SIGNATURE

DATE



AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

North Georgia Concrete, Inc.
85 Chestatee Industrial Park Drive
Dahlonega, GA 30533

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines, IA 50266-7754

OWNER:

(Name, legal status and address)

City of Tucker
1975 Lakeside Parkway, Suite 350,
Tucker, GA 30084

CONSTRUCTION CONTRACT

Date:

Amount: \$3,817,263.00

Description: (Name and Location) ITB 2024-014 Johns Homestead Park and Dam Improvements Project

BOND

Date: 12/9/24

Amount: \$3,817,263.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
North Georgia Concrete, Inc.

X: [Signature]
Name and Title: VICE PRESIDENT

SURETY

Company: (Corporate Seal)
Merchants Bonding Company (Mutual)

X: [Signature]
Name and Title: Rachel Fell, Attorney-in-Fact

(If Professional signatures appear on the last page of this Performance Bond.)

FOR INFORMATION ONLY—Name, Address and telephone

AGENCY BROKER

Name: McGuff Insurance Services, Inc./Chancey Shepherd
Address: 1825 Barrett Lakes Blvd NW, Ste 320, Kennesaw, GA 30144
Phone: (678) 566-8007

OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)

Name:
Address:
Phone:



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract;

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

X: _____
Name and Title:

X: _____
Name and Title:



AIA DOCUMENT A312-2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

North Georgia Concrete, Inc.
85 Chestatee Industrial Park Drive
Dahlonega, GA 30533

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines, IA 50266-7754

OWNER:

(Name, legal status and address)

City of Tucker
1975 Lakeside Parkway, Suite 350,
Tucker, GA 30084

CONSTRUCTION CONTRACT

Date:

Amount: \$3,817,263.00

Description: (Name and Location) ITB 2024-014 Johns Homestead Park and Dam Improvements Project

BOND

Date: 12/9/24

Amount: \$3,817,263.00

Modifications to this Bond: None See Section 18



Company: (Corporate Seal)
North Georgia Concrete, Inc.

X: [Signature]
Name and Title: VICE PRESIDENT

SURETY
Company: (Corporate Seal)
Merchants Bonding Company (Mutual)

X: [Signature]
Name and Title: Rachel Fell, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

Name: McGriff Insurance Services, Inc./Chancey Shepherd
Address: 1825 Barrett Lakes Blvd NW, Ste 320, Kennesaw, GA 30144
Phone: (678) 566-8007

OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)
Name:
Address:
Phone:

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

X: _____
Name and Title:

X: _____
Name and Title:

MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brian C Webb; Brittany Triplett; Chancey J Shepherd; Franco Castro; Josh Bridges; Kaylan Fila; Kerry W Plumley; Rachel Fell; Shannon McCloskey

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

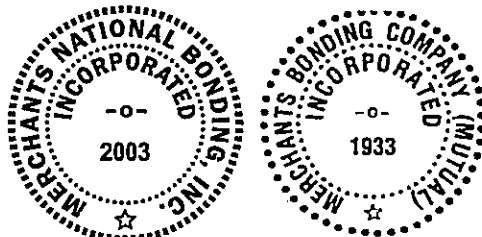
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

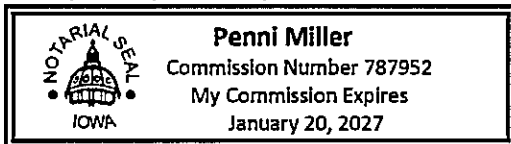



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____





CONTRACTOR'S OATH

COMES NOW, North Georgia Concrete, Inc. ("Contractor"),
[name of Contractor]

appearing by and through Craig Weatherly,
[name of individual with authority to bind Contractor]

its Vice President of Operations ("Individual And Representative Affiant"), and
[title]

[insert the names of all those required to give the oath]

(collectively, "Individual Affiants"), and each of the Individual And Representative Affiant and Individual Affiants, after first being duly sworn, deposes and says that:

1. Contractor has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which provides as follows:

Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

Code Section 36-91-21(d) also applies to municipal street system contracts pursuant to Official Code of Georgia Annotated Section 32-4-122.

2. Individual And Representative Affiant is the officer of Contractor whose duty it is to make the payment.

3. If Contractor is a partnership, then Individual and Representative Affiant and Individual Affiants together constitute all of the partners and any officer, agent or other person who may have represented or acted for Contractor in bidding for or procuring the contract.

4. If Contractor is a corporation, then Individual and Representative Affiant and Individual Affiants together constitute all officers, agents, or other persons who may have acted for or represented Contractor in bidding for or procuring the contract.

Further affiants sayeth not.

This 29 day of August, 2024.

By: [Signature], individually and on behalf of Contractor
[signature of Individual And Representative Affiant]

Name: Craig Weatherly

Title: Vice President of Operations

Individual Affiants' signatures and names:

Name:

Name:

Name:

Name:

Name:

Name:

Subscribed and Sworn before me on this
29 day of August, 2024.

Kelly E Brackett

NOTARY PUBLIC

My Commission Expires:

July 19, 2025



Contact Information Form

Please fill out this form with the appropriate contact information for your company.

Full Legal Name of Company: North Georgia Concrete, Inc.

Date: 08-28-24

Contractor Information:

Primary Contact Person: Craig Weatherly

Title: Vice President of Operations Telephone Number: 770-355-7471

E-mail Address: cweatherly@northgeorgiaconcrete.com

Secondary Contact Person: Lynn Danner

Title: Controller Telephone Number: 404-427-3379

E-mail Address: ldanner@northgeorgiaconcrete.com

Preferred Contact for Administration: (i.e. Document Processing) (Choose one)

Primary Contact Secondary Contact

Address: 85 Chestatee Industrial Park Drive

City / State / Zip: Dahlonega, Ga. 30533

Mailing Address (If different than above): _____

City / State / Zip: _____

Federal Employee ID Number (FEIN): _____