



CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1

Council Member Rob Turner- District 2

Council Member Jazzmin Cobble – District 3

Council Member George Turner- District 4

Council Member Tammy Grimes – District 5

SPECIAL CALLED MEETING AGENDA

VIRTUAL MEETING

May 10, 2021 at 5:45 p.m.

Citizen Access: URL

- I. ATTENDANCE:**
- II. CALL TO ORDER:** Mayor Pro Tem, George Turner
- III. AGENDA DISCUSSION ITEMS:**
 - a) Approval/acceptance of Engineering and Inspection bid.
 - b) Approval/acceptance of Paving bid.
- IV. ADJOURN**

Americans with Disabilities Act

The City of Stonecrest does not discriminate on the basis of disability in its programs, services, activities and employment practices.

If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator, Megan Reid, as soon as possible, preferably 2 days before the activity or event.



CITY COUNCIL AGENDA ITEM

SUBJECT:

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: May 4, 2021 **Work Session:** **Special Called Meeting:** May 10, 2021

SUBMITTED BY: Gia Scruggs on behalf of Public Works

PURPOSE: Purchasing is requesting approval to enter into a contract with the bidder for ITB #2021-05 2021 Construction Engineering and Inspection for a contract amount not to exceed \$59,750.00.

HISTORY: The City of Stonecrest requested interested parties submit formal bids for Construction Engineering and Inspection related to the 2021 Street Resurfacing. The vendor is required to assure proper coordination of all stakeholders, maintain records and activities associated with the project and provide monthly progress reports to the City.

FACTS AND ISSUES: Four bidders submitted bids through the City of Stonecrest's Bidnet portal. The bids were opened Monday, May 3, 2021. Southeastern Engineering, Inc. submitted the lowest qualified bid in the amount of \$59,750.00. SPLOST funds will be used for this project.

OPTIONS: Approve, Deny, Defer

RECOMMENDED ACTION: Approve

City of Stonecrest
ITB# 2021-05 Construction Engineering and Inspection

Bidder	Total Cost
Atlas Technical Consultants, LLC	\$ 128,560.00
BM&K Construction & Engineering - Braselton, GA	\$ 125,000.00
Lowe Engineers	\$ 84,999.00
Southeastern Engineering, Inc.	\$ 59,750.00



THE CITY OF STONECREST

Invitation to Bid No. 2021-05

Construction Engineering & Inspections

2021 Street Resurfacing



SUBMITTED BY:
Southeastern Engineering, Inc.
2470 Sandy Plains Road
Marietta, GA 30066

CONTACT:
Scott Jordan, PE
Transportation Director
O: 770.702.7025 M: 404.670.2040
email: sjordan@seengineering.com



May 3, 2021 @ 2PM



May 3, 2021

The City of Stonecrest
Department of Purchasing and Contracting

**RE: Invitation to Bid No. 2021-05 for Construction Engineering & Inspections
2021 Street Resurfacing**

To Whom it May Concern:

Southeastern Engineering, Inc. (SEI) is pleased to submit the following response and bid for the City of Stonecrest's Bid No. 2021-05 for Construction Engineering & Inspections 2021 Street Resurfacing. SEI appreciates the opportunity to continue providing our CE&I services to the City of Stonecrest for the 2021 Resurfacing Contract.

About Southeastern Engineering

Founded in 1996, Southeastern Engineering, Inc. (SEI) is a 98 employee, privately-held multi-disciplined civil engineering firm providing an extensive range of civil engineering services.

Contact Information

Corporate Name: Southeastern Engineering, Inc. (SEI)
Local Office Address: 2470 Sandy Plains Road, Marietta, Georgia 30066
Main Telephone Number: 404.670.2040

Primary Contact and Project Manager

Scott Jordan, PE | Transportation Director
Email: sjordan@seengineering.com
Office Number: 770.702.7025
Mobile Number: 404.670.2040

SEI's owners have fully entrusted the Primary Contact and Project Manager for this project, Scott Jordan, PE, with all resources needed to complete this project with an on-schedule, quality deliverable. Scott will be assigning this project to Senior Inspector Mike Lehner with whom the City of Stonecrest entrusted last summer's resurfacing project. Mike Lehner has extensive experience and recently provided Construction Engineering & Inspections (CE&I) services for the City of Stonecrest, City of Johns Creek as well as the City of Tucker. Mike will ensure all roads listed on the resurfacing list are resurfaced per the latest GDOT standards and specifications and as established by the contract documents.

SEI can begin work on the project once the contractor has been given a notice to proceed and the CE&I fee has been approved. Mike Lehner will bring his 30 plus years of resurfacing experience to the City. His expertise will allow him to provide critical insight on the road list to ensure that the City's resurfacing budget is as cost-efficient as feasible and similar to how he handled the previous multiple resurfacing contracts for the City of Stonecrest. SEI is prequalified by the Georgia Department of Transportation in Area 8.01 Construction Supervision. Our prequal and DBE certification is located in the Appendix.

We are excited about the opportunity to offer you our CE&I services. We look forward to working with the City of Stonecrest again to provide another successful resurfacing road program. Please feel free to contact us if any additional information is required.

Respectfully submitted,

Southeastern Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'S. Jordan', is written over the printed name of Scott Jordan.

Scott Jordan, P.E.
Transportation Director

Table of Contents

Cover Letter

Table of Contents

Section 1: **History and Organizational Structure**

- A Brief History of the Company
- Present Organizational Structure
- The Project's Coordination Structure
- Incorporation
- Business Licenses – see *Required Forms*

Section 2: **References**

- Reference Sheet providing three references

Section 3: **Subcontractors**

- Southeastern Engineering Inc. will not be utilizing subcontractors for this project.

Section 4: **Previous Default**

- Southeastern Engineering, Inc. has never defaulted on a contract or denied a bid due to non-responsibility to perform.

Appendix:

Required Forms and Certificates

- Total Lump Sum Fee Form
- Quote Schedule Form
- Certificate and Acknowledgement
- Bidder's Checklist
- Georgia Security and Immigrations Compliance Act Affidavit
- Affidavit Verifying Status For City Public Benefit Application
- Proof of Identity
- Certificate: Business License
- Certificate: State of Georgia Certificate of Existence
- Completion of City of Stonecrest Contract Agreement

Auxiliary Information

- Resume: Mike Lehner | Senior Construction Inspector
- Resume: Andrew Reich | Construction Inspector
- Similar Experience Examples
- GDOT Prequalification Certificate
- GDOT DBE Certificate

SECTION 1: HISTORY AND ORGANIZATIONAL STRUCTURE



A Brief History of the Company

Founded in 1996, Southeastern Engineering, Inc. (SEI) is a 98 employee, privately held multi-disciplined civil engineering firm providing an extensive range of civil engineering services. These engineering services include transportation/roadway design, traffic engineering, intelligent transportation systems (ITS), environmental engineering/planning and permitting, civil engineering, complete land surveying services from traditional surveying to drone LiDAR surveying and landscape architecture to both public and private sector clients including numerous municipal and county governments and state agencies.

Our transportation and public infrastructure group consists of highly-trained, experienced, and responsive professionals with our principal owners actively engaged in the work SEI performs for its clients. The disciplines required for this project are contained and managed out of SEI’s Marietta office. With our start-to-finish, turn-key capabilities, project processes and communications will be streamlined throughout the life of the project. SEI is conveniently located in Marietta, Georgia approximately 1-hour northwest of the City of Stonecrest, which allows for quick accessibility and availability. We have established a reputation for maintaining excellence in our project work and a strong commitment to our clients. SEI is a Woman-owned Business Enterprise (WBE) and certified Disadvantaged Business Enterprise (DBE) by GDOT Equal Opportunity Division and a Female Business Enterprise (FBE) by the City of Atlanta. More information on SEI can be found at www.seengineering.com.

Present Organizational Structure

Management Organization:

SE’s senior management is led by co-owners Teresa and Chad Epple. Scott Jordan serves at the Transportation Director.

Georgia Addresses

2470 Sandy Plains Road, Marietta, Georgia 30066
417 Selborne Way, Chattahoochee Hills, Georgia 30268

Permanent Employees by Discipline:

Discipline	# of Employees by Office
Administrative	Marietta, GA – 8
CAD Technicians	Marietta, GA – 6 Chattahoochee Hills, GA - 1
Civil Engineers	Marietta, GA – 4 Chattahoochee Hills, GA – 2
Civil Engineering Support	Marietta, GA – 7 Chattahoochee Hills, GA – 2
Cost Engineer/Estimator	Marietta, GA – 1
Land Surveyors	Marietta, GA – 2 Chattahoochee Hills, GA - 1
Landscape Architect	Marietta, GA – 2
Transportation Engineers	Marietta, GA – 6
Transportation Engineering Support	Marietta, GA – 9
Field Crews	Marietta, GA – 17
Construction Administration	Marietta, GA - 5
Program Management	Various GDOT Offices - 13
Accounting Staff	Marietta, GA – 4
Total Employees in GA	98
Marietta	71
Chattahoochee Hills	6
GDOT	21

SECTION 1: HISTORY AND ORGANIZATIONAL STRUCTURE



This Project's Coordination Structure

Scott Jordan will serve as Primary Contact to the City and Project Manager.

Mike Lehner will report directly to Scott Jordan and Mike will be appointed as a Full-Time Senior Inspector with Andrew Reich as needed on-call. Mike and Andrew's resumes have been provided in the Appendix.

SEI will again assign Mike Lehner as the senior project inspector for this contract. The only time Mike will not be on site during active resurfacing will be when he is on vacation or when he is not needed on site due to inclement weather. Mike currently has only one other active paving project this paving season and it is with the nearby City of Tucker. Mike is planning to split his time between the City of Stonecrest contract, if selected, and the City of Tucker resurfacing project that has just started.

Mike will assign Andrew Reich to the job if he cannot be on site due to meetings or other commitments on the City of Tucker resurfacing project. Andrew has worked on CE&I contracts for SEI in Johns Creek during the spring and summer of 2018 and has the experience and ability to represent Mike if he is not available.

Mike understands the magnitude of the task and what the City expects. He worked closely with the low bid contractor ER Snell last summer from the initial preconstruction meeting to final closeout. Mike will do the same with whomever is the apparent low bid contractor this year. In preparation of this proposal, Mike has pro-actively driven on all the resurfacing streets to get a thorough understanding of the project constraints, challenges and possible issues that might arise during resurfacing.

Incorporation

Southeastern Engineering, Inc. was incorporated in 1996. It has not changed names or organizational status with the last five (5) years.

Business Licenses

Valid Business License allowing SEI to conduct business in DeKalb County (see Appendix)

Valid Business License allowing SEI to conduct business in the State of Georgia (see Appendix)

Southeastern Engineering, Inc. acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

SECTION 2: REFERENCES



References

REQUEST FOR QUOTE NO. 2021-05, CONSTRUCTION ENGINEERING & INSPECTIONS 2021 STREET RESURFACING REFERENCES

Please provide as references, the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: Douglas County Department of Transportation
Address: 8700 Hospital Drive, Douglasville, GA 30134
Contact: James (Lavon) King Phone: 678-626-0157
2. Company Name: City of East Point, Georgia
Address: 3121 Norman Berry Drive, East Point, GA 30344
Contact: Cadell Hall Phone: 404-669-4321
3. Company Name: Cobb County Department of Transportation
Address: 1890 County Services Parkway, Marietta, GA 30008
Contact: Andrew (Drew) Raessler Phone: 770-528-1600

SECTION 3: SUBCONTRACTORS



Subcontractors

Southeastern Engineering Inc. will not be utilizing subcontractors for this project.

SECTION 4: PREVIOUS DEFAULT



Previous Default

Southeastern Engineering, Inc. has never defaulted on a contract or denied a bid due to non-responsibility to perform.

Southeastern Engineering, Inc. is not now involved in any litigation nor in the past ten (10) years.

Total Lump Sum Fee Form

**RFQ NO. 2021-05
CONSTRUCTION ENGINEERING & INSPECTIONS
2021 STREET RESURFACING**

- Provide digital photographs on compact disc(s) of the project sites prior to, during and after construction operations.
- Organize, attend, and provide minutes of progress meetings with the prime contractor and any subcontractor whose work is on the current critical path.
- The CONSULTANT shall notify utilities to begin required relocations when construction bids are approved by the City Council. This notification shall indicate the approved contractor's name, date of the pre-construction meeting and estimated construction start date.
- Coordinate and attend utility relocation meetings with the contractor and utility companies whose facilities are within the project limits and are in conflict with construction. The consultant will be responsible for facilitating the transfer of information between utility companies and the contractor to prevent delays with utility relocation.
- Review and verify that the traffic control procedures implemented by the contractor conform to the City plans and specifications, GDOT specifications and MUTCD requirements. For projects involving detours, the consultant shall verify that proper signing is being maintained.
- Inform & coordinate with all affected businesses and homeowners prior to working at the affected property.
- Provide direction to the contractor as needed and inspect all work, including but not limited to, traffic control, grading, retaining wall construction, resurfacing of roadway, trail construction, drainage improvements, driveway construction, erosion control, and grassing.
- Inspect all work on the project to verify that materials and workmanship meet or exceed GDOT specifications, standards and details, and the plans, details and contract documents including scope of work and approved budgets.
- Provide monthly progress reports to the City.

CONSULTANT Deliverables to CITY

- All electronic documents, project files, material invoices, tickets, inspection reports, photographs, and permits associated with this project.

Design Specifications and Guidelines: The engineering and design services will be performed in a lump sum approach as follows:

Total Lump Sum Fee

\$ 59,750.00



approved by Scott Jordan, PE May 3, 2021

REQUIRED FORMS



Quote Schedule Form

**RFQ NO. 2019-018
CONSTRUCTION ENGINEERING & INSPECTIONS
2019 STREET RESURFACING PHASE 2
QUOTE SCHEDULE**

ITEM NO.	DESCRIPTION	UNIT COST	TOTAL COST
1.	Construction Engineering & Inspection Services	\$ N/A	\$ 59,750.00
	Grand Total Cost	\$ N/A	\$ 59,750.00

The engineering and design services will be performed in a lump sum. This should be entered on Bidnet platform, not submitted as a document.



Certificate and Acknowledgement

DocuSign Envelope ID: 4FDF0098-48A9-4EF9-9271-86D0BBDD1B5

CERTIFICATE AND ACKNOWLEDGEMENT

Applicant certifies that it as individual or member of a corporation or partnership is not now and will not be at contract execution in violation of the following policies:

- YES X NO Delinquent in the payment of taxes due to the City of Stonecrest;
YES X NO Building or health code violations on property owned that is not being actively abated;
YES X NO Been convicted of a felony crime that affects property or neighborhood stability or safety;
YES X NO Have any outstanding judgments or debts to the City;
YES X NO Have no past due loan(s) with the City;
YES X NO Been subject to a foreclosure within the previous ten (10) years;
YES X NO Been involved in litigation relating to a project either voluntary or involuntary within the past five (5) years; and
YES X NO Been adjudged bankrupt either voluntary or involuntary within the past ten (10) years.

I/We acknowledge understanding of the above policies and certify that none of the individuals or members of a corporation or partnership are in violation. I certify that this information is true and correct.

I/We further certifies that the information and exhibits comprising this RFQ are true and correct. Unsigned/ undated submissions will not be considered.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I Teresa D. Epple, PE, PTOE as Authorized Representative for Southeastern Engineering, Inc., hereby certify that all information and materials submitted in response to this RFQ are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third-parties for information to substantiate information provided in this RFQ, and I authorize third parties to release such information to the City.

Legal Name of Company: Southeastern Engineering, Inc.

DocuSigned by: Teresa D. Epple
Authorized Signature of Responder

May 3, 2021
Date

Teresa D. Epple, PE, PTOE
Print or type name

Tax Identification Number: 58-2294569
Company Federal Tax ID Number

tepple@seengineering.com
Individual E-Mail Address

2470 Sandy Plains Road Marietta, GA 30066
Company Address

770.321.3936
Phone

770.321.3935
Fax

Bidder's Checklist

RFQ NO. 2021-05
BIDDER'S CHECKLIST

It is the Proposer's responsibility to read the RFQ fully to determine all necessary information/documents are submitted in order for the bid to be considered complete. You may use the checklist below as a guide to assist with providing the requested information.

QUOTE: \$59,750

RFP NO: Invitation to Bid NO. 2021-05

- The bid has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this bid that would have the bid declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.
- Completion of City of Stonecrest Contract Agreement
- Completed Certificate and Acknowledgement
- We acknowledge that the City of Stonecrest does not provide Workers' Compensation to Contractors, Subcontractors or any tier and as such is not responsible or legally liable for Contractor workers' injuries, including death.
- We have included the following NOTARIZED Georgia Security and Immigration Compliance documents with our bid:
 - *Immigration and Security Form
 - *Sub-Contractor Affidavit N/A

Scott Jordan PE, Transportation Director

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST



May 3, 2021

SIGNATURE OF PERSON COMPLETING THIS CHECKLIST

DATE

Southeastern Engineering, Inc.

COMPANY NAME

Georgia Security and Immigration Compliance Act Affidavit

DocuSign Envelope ID: 9A044F14-E5F4-4B1A-95D7-37F1577B2163



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Southeastern Engineering, Inc.

Address: 2470 Sandy Plains Road
Marietta, GA 30066

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Stonecrest has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

105524
E Verify™ Company Identification Number

03/07/08
Date of Authorization

DocuSigned by:
Teresa D. Epple
BY: Authorized Officer or Agent (Name of Person or Entity)
Teresa D. Epple, PE, PTOE | President

05/03/2021
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

3rd DAY OF May, 2021

[Signature]
Notary Public

[NOTARY SEAL]



My Commission Expires: 3-11-23

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

Affidavit Verifying Status For City Public Benefit Application

DocuSign Envelope ID: 1F4530A3-7F61-413F-9DA9-F56454A7FF2F

Affidavit Verifying Status For City Public Benefit Application

By executing this affidavit under oath, as an applicant for a(n) Construction Engineering & Inspections 2021 Street Resurfacing [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from City of Stonecrest [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

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

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

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

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

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

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

DocuSigned by: Teresa D. Epple
Signature of Applicant

Teresa D. Epple, PE, PTOE
Printed Name of Applicant

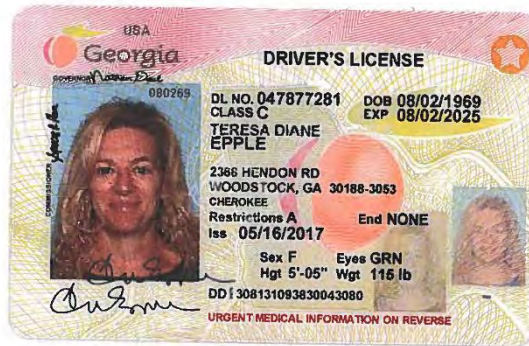
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 3 DAY OF May, 2021

Susan Coxwell
NOTARY PUBLIC
My Commission Expires 3-11-23



REQUIRED FORMS

Affidavit Verifying Status For City Public Benefit Application: Proof of Identity



REQUIRED FORMS



Business License: Contractor shall also provide a business license indicating that the Contractor can conduct business in Dekalb County, Georgia.

COBB COUNTY OCCUPATION TAX CERTIFICATE

P.O. BOX 649 MARIETTA, GEORGIA 30061-0649
(770) 526-8418

BUSINESS LOCATION
2470 SANDY PLAINS RD A
DATE ISSUED
01-01-2021
D/B/A SOUTHEASTERN ENGINEERING INC
2470 SANDY PLAINS RD, A
MARIETTA, GA 30066

NOT TRANSFERABLE

CERTIFICATE NUMBER
87682
FOR YEAR
2021
CERTIFICATE EXPIRES
12-31-2021

TYPE GENERAL



CERTIFICATE MUST BE DISPLAYED
THIS CERTIFICATE IS NOT VALID IF OWNERSHIP OR BUSINESS LOCATION CHANGES
PROFESSIONALS & ATTORNEYS AT LAW ARE NOT REQUIRED TO DISPLAY

BUSINESS DESCRIPTION		
CLASSIFICATION CODE	CLASSIFICATION NAME	AMOUNT
874101	BUSINESS MANAGEMENT OFFICE	9049.00

					PAYMENT DATE		
					02-03-2021		
4332	9,049.00	4312	0.00	4314	0.00	4316	0.00
4545	0.00					4318	0.00
						SUB TOTAL \$	9,049.00
						PENALTY \$	0.00
						INTEREST \$	0.00
						TOTAL \$	9,049.00

CD - Bus License Certificate, 87682, 2021, SOUTHEASTERN ENGINEERING INC

Eunisia Wells

BUSINESS LICENSE DIVISION MANAGER

AUTHORIZED INITIALS

IMPORTANT NOTICE

1. Interest as provided by law will be imposed for failure to renew certificate prior to expiration date.
2. Please document to Cobb County Business License Office when business goes out of business.
3. Please provide written notification of any change in address or ownership change. A fee of \$10 will be charged to reprint certificate.
4. Please contact the business license office if you have not received a renewal notice two weeks prior to expiration of certificate.
5. Interest can not be waived despite failure to receive renewal notice. Contact the business license office for fee information.

57790

PLACE ON DISPLAY

296478



Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia.

Control Number : K633812

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

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

SOUTHEASTERN ENGINEERING, INC.
a Domestic Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 19117663
Date Inc/Auth/Filed: 10/24/1996
Jurisdiction : Georgia
Print Date : 05/05/2020
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State

Completion of City of Stonecrest Contract Agreement

CONTRACT AGREEMENT

AGREEMENT BETWEEN THE CITY OF STONECREST AND Southeastern Engineering, Inc. FOR
REQUEST FOR QUOTE NO. 2021-05, CONSTRUCTION ENGINEERING & INSPECTIONS
2021 STREET RESURFACING

This Agreement (the "Agreement") is made this 3rd day of May, 2021, by and between Southeastern Engineering, Inc. (hereinafter referred to as "Company"), and the **City of Stonecrest, Georgia** ("City").

WITNESSETH:

WHEREAS, Company is engaged in the business of providing the necessary materials and labor to complete the Work in the manner therein specified within the time specified, as therein set forth; and

WHEREAS, the City of Stonecrest seeking Quotes for Construction Engineering & Inspections for 2019 Street Resurfacing; and

WHEREAS, Company is willing and able to render said services;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. SERVICES

Company agrees to render services (the "Services") to the City to furnish all specified materials or approved equivalent, equipment, and labor to complete the required renderings and assessments as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City Manager or his representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. COMPENSATION

a. Fee. In consideration for Services, City shall pay to Company a fee not to exceed the cost described in the bid. The full cost of said services shall not exceed for all the services detailed.

b. Manner of Payment. The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the bid, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. RELATIONSHIP OF PARTIES

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

4. CONTRACT PERIOD

The performance period for this contract shall be upon completion of the full scope of work. Contract performance shall begin on the date stated in the contract award letter.

5. TERMINATION FOR CAUSE AND FOR CONVENIENCE

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If the City fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either the City or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by the City for convenience by giving Company written notice thirty (30) days prior to the effective date of termination.

6. COMPENSATION IN EVENT OF TERMINATION

If this Agreement is terminated by the City for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by the City for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by the City in the event of termination for convenience.

7. TERMINATION OF SERVICES AND RETURN OF PROPERTY

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to the City all property relating to the Services that is owned by the City.

8. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS

Company warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "C".

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement.

9. CONFLICT OF INTEREST

Company warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and

c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

10. PROPRIETARY INFORMATION

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, as well as information with respect to which the City has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

11. LIABILITY

Company agrees to defend, indemnify and hold harmless the City of Stonecrest, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement.

12. ASSIGNMENT

Company shall not assign this Agreement without the prior express written consent of the City. Any attempted assignment by Company without the prior express written approval of the City shall at the City's sole option terminate this Agreement without any notice to Company of such termination.

13. NOTICES

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

Procurement Department
Stonecrest City Hall
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038

With copies to:

City Attorney
Fincher Denmark, LLC
8024 Fair Oaks Court
Jonesboro, Georgia 30236

If to the Company:

Southeastern Engineering, Inc.
Attn: Teresa D. Epple, PE, PTOE
2470 Sandy Plains Road
Marietta, GA 30066

14. GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

15. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

17. ENTIRE AGREEMENT

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Scope of Services. In case of conflict between any term of the Company's Bid and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

18. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Quoter's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300- 10-1, *et seq.* is a condition for the contract bid and any contract award. Offeror is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix I) with Offeror's Bid.

Pursuant to O.C.G.A. § 13-10-91 no Offeror or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Offeror or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. Any Offeror, subcontractor, or sub-subcontractor of such Offeror or subcontractor, shall also be required to satisfy the requirements set forth herein.

19. DRUG-FREE WORKPLACE

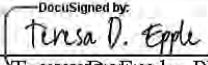
By submission of a quote, the quoter certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract. The quoter also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50 24-3 may cause suspension, termination of contract, or debarment of such quoter.

REQUIRED FORMS



DocuSign Envelope ID: 8241C570-99F8-473F-8038-D02DA796487A

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

Company: Southeastern Engineering, Inc.
By: 
Teresa D. Epple, PE, PTOE
Title: President
Date: May 3, 2021

City of Stonecrest, Georgia

By: _____
Jason Lary
Title: Mavor
Date: _____

Approved as to form:

City Attorney

Attest:

City Clerk



MICHAEL (MIKE) LEHNER

Mike has 36 years of experience in the project management and operations field. Prior to joining SEI, he worked as a Senior Project Manager at the Cobb County Department of Transportation where he provided construction oversight on resurfacing projects. As Senior Project Manager, Mike managed more than \$250 M of projects over the course of five SPLOST programs and oversaw a team of six construction inspectors. His tasks included oversight of major contracts and budgets, auditing and reporting functions, leading the competitive bid process, awarding projects, negotiating terms and conditions, enforcing contract compliance, development of project budgets, administering multiple budgets in conjunction with concurrent contract projects, dealing with executive-level leadership, and maintaining effective working relationships with employees, division and department heads, public/private sector contacts, and County administration.

PROFESSIONAL EXPERIENCE

(May 2016 – Present) Southeastern Engineering, Inc., Marietta, GA. CE&I Project Manager

- *Construction Project Manager: (May 2016 – June 2018) City of Atlanta - Renew Atlanta Bond and TSPLOST programs*

(1983 – 2015) Cobb County Department of Transportation Construction Division, Marietta, GA. Senior Project Manager

- *Senior Project Manager – Various SPLOST programs*

Project Role:

Senior Construction Inspector

Certifications:

Supervisory Development Courses

Various Cobb County and GDOT workshops and continued training courses (1983-2015)

GDOT Plan Development Process (PDP)

GDOT Local Administered Project (LAP)

GDOT WECS Certified #643756

GSWCC Level 1B Inspector Certified #38327

OSHA 10-Hour Course Certified #17-000117794

City of Atlanta Project Management Training

Years with SEI: 5

Total Years of Experience: 36

PROJECT EXPERIENCE

City of Tucker, Construction Engineering & Inspection (CE&I) 2020 Street Resurfacing, City of Tucker, DeKalb County, GA. *CE&I Project Manager*. Senior Inspector Mike Lehner was responsible for construction engineering and inspection for the City of Tucker. The project consisted of resurfacing for sixty-four (64) streets which included patching, milling resurfacing and thermoplastic restriping. Mike provided critical insight to the resurfacing road list to ensure that the City's resurfacing budget was used to its maximum economy.

City of Stonecrest, CE&I for City of Stonecrest 2020 Resurfacing, City of Stonecrest, DeKalb County, GA. *CE&I Project Manager*. Senior Inspector Mike Lehner was responsible for the project management for the resurfacing inspection of 37 city-maintained local streets and thoroughfares, approximately 15.5 linear miles of roadway, and more than 45,000 tons of asphalt. He worked closely with ER Snell Contracting.

City of East Point, Semmes Street Bicycle and Pedestrian Improvements Phase I, City of East Point, Fulton County, GA. GDOT PI No 0007540. *CE&I Project Manager*. Mike is responsible for construction engineering and inspection supervision including inspecting, measuring, and documenting materials installation for monthly pay applications for the contractor, Excellere Construction. The resurfacing of Semmes Street provides monolithic curb and gutter to facilitate drainage, widen sidewalks, add bike lanes and landscaping to improve appearance. Mike has also completed various additional projects for the City of East Point, including the CEI for Road Sign Installation and 2021 Resurfacing Contract for East Point.

City of Stonecrest Resurfacing Contracts Phase I and II Project, City of Stonecrest, DeKalb County, GA. *CE&I Project Manager*. Mike has been responsible for the project management for the resurfacing inspection of 24 city-maintained local streets and thoroughfares. Worked closely with Blount Construction project superintendent and Stonecrest Construction Manager, Sam Durrance. Scope of work consisted of 2" mill, 19mm binder course, and 12.5 mm surface course on all but two streets. Turner Hill Road and Salem Road

were selected for a 10" Full-Depth Reclamation (FDR) treatment prior to binder and topping. Contract completed ahead of schedule and under the \$4M budget.

Parsons Road Sidewalk and Rogers Circle Sidewalk, City of Johns Creek, Johns Creek, Fulton County, GA. *CE&I Project Manager*. The City of Johns Creek contracted SEI to handle all the CE&I and contract administration. The project included concrete pours for sidewalk, driveway, curb, and gutter. It also included midblock crossing with R, storm line installation, erosion control checks, ensuring adequate traffic control, payment application review and verification, and the installation of Rectangular Rapid-Flashing Beacons (RRFB). Mike was responsible to ensure the sidewalk was up to standards and specifications by the contract document and plans.

Renew Atlanta Bond and TSPLOST programs. *Construction Manager*. Assisted with development of the Resurfacing Program Component Budget. Conferred with department management to support the development of long-range plans, monitor progress of construction by on-site inspections of project programs and coordinate the use of other City and Contract personnel. Provided recommendation in controlling costs, managing risks, and resolving claims, selecting contractors, negotiating terms and conditions, determining scope of services, budget management and control. Assisted and reviewed the preparation with contract language documents for use in bids and contracting for construction or maintenance work, and prepare oral and written presentations to City Administration as directed.

Downtown East Point Streetscape Project – Phase II (PI# 0006576), East Point, Fulton County, GA. *CE&I Project Manager*. Mike has been responsible for constructability review of all plans and revisions, working closely with Construction 57, the Contractor on the project, GDOT and Geneasa Elias from City of East Point. He assists with responding to comments and mark-ups per of plans, handling all documentation, verifying all payment applications, performing interviews per CUF rules and regulations and ensuring the contractor is complying with all codes and local ordinances set forth per GDOT and the City of East Point.

Cobb County Department of Transportation SPLOST Programs:

2016 SPLOST, Cobb County DOT. *Senior Project Manager*. Developed the resurfacing budget.

2011 SPLOST, Cobb County DOT. *Senior Project Manager*. Managed the \$100,000,000 resurfacing budget and supervised the inspection team. Acted as lead contact to provide information to elected officials, county manager, department head, citizen inquiries, and media. Coordinated paving schedules with the six municipalities in Cobb County. Created list of needs to apply for GDOT LMIG funding.

2005 SPLOST, Cobb County DOT. *Senior Project Manager*. Managed the \$80,000,000 resurfacing budget and supervised the inspection team. Acted as lead contact to provide information and coordinated paving schedules with the six municipalities in Cobb County. Created list of needs to apply for GDOT LMIG funding.

1994, 1990, 1985 SPLOST, Cobb County DOT. *Construction Inspection*. Assisted with paving budgets and project oversight.

ANDREW REICH

Andrew has five years of experience in Roadway Engineering at SEI. He has been a great asset to the company. Many of his tasks include preparation and review of utility, marking, and signing plans. He diligently responds to the comments and mark-ups per the Project Managers within the organization. He has recently performed field engineering and construction inspections on roadway projects. In addition, Andrew has gained valuable experience assisting with pay applications, monitoring quantities and maintaining a diary of daily activities.

PROFESSIONAL EXPERIENCE

(May 2017 – Present) Southeastern Engineering, Inc., Marietta, GA.

Roadway Engineer I / Construction Engineer I

(Feb 2016 – May 2017) Southeastern Engineering, Inc. Marietta, GA.

Transportation (Intern)

Project Role:

Construction Inspector

Education:

B.S. in Civil Engineering, Kennesaw State University, 2017

Certifications:

GDOT WECS Certified #643773

GSWCC Level 1A Inspector Certified #80373

OSHA 10-Hour Course Certified #36-006146247

ACI Concrete Field-Testing Technician Certified #01374030

Years with SEI: 5

Total Years of Experience: 5

PROJECT EXPERIENCE

PI No. 0009060, Union City Pedestrian System Phase II and PI No. 0010729, Union City Pedestrian System Phase III – Union City, Fulton County, GA. *CE&I Construction Inspector*. Union City contracted SEI to

handle all the CE&I and contract administration for the two phases of the Union City Pedestrian System. The project included installation of new sidewalk, roadway and safety operational improvements, signing and pavement markings, new gateway signage into the City of Union City and the City of Fairburn, pedestrian improvements, new traffic signalization, and installation of new landscaping. Andrew assisted with erosion control compliance and oversight.

Eastmore Construction Phase I, Eastmore Development Company, Conyers, Rockdale County, GA. *CE&I Construction Inspector*. SEI was contracted for Construction Engineering & Inspection services. Andrew's responsibilities included overseeing the adherence to contract infrastructure standards and plans, overseeing the storm line installation, sanitary sewer installation, water line installation, concrete pours for sidewalk, driveway, and curb and gutter. In addition, he was responsible for payment application review and verification, along with supervising the pavement process.

On-Call Services (TO#05), Rogers Circle Sidewalk, City of Johns Creek, Fulton County, GA. *CE&I Construction Inspector*. SEI was contracted to handle all the CE&I and contract administration. The Construction engineering and inspection included concrete pours for sidewalk, driveway, curb and gutter, storm line installation, spillway construction, erosion control checks, ensure adequate traffic control. Andrew participated in the inspection and supervision on each of these tasks and the payment application review and verification.

On-Call Services (TO#03), Brumbelow Road Pedestrian Trail, City of Johns Creek, Fulton County, GA. *CE&I Inspector*. Andrew handled the CE&I for this project. It included pedestrian bridge installation, pile driving, ensuring adequate traffic control, concrete pours for sidewalk, driveway, and curb and gutter. Andrew was also responsible for the inspection of the storm line installation, erosion control checks, payment application review and verification, and the installation of Rectangular Rapid-Flashing Beacons.

APPENDIX: SIMILAR EXPERIENCE



Similar Experience

We have included three **projects** that showcase SEI's similar experience.

Project Example 1:

City of Tucker | Construction Engineering & Inspection (CE&I) 2020 Street Resurfacing

City of Tucker, Fulton County, Georgia

Client Name

City of Tucker
4119 Adrian Street
City of Tucker, GA 30084

Contact Person and Info

Mr. Ken Hildebrandt, PE, PTOE,
City Engineer
770.865.5645
khildebrandt@tuckerga.gov

Status

Completed Summer 2020

Outcome

On time and on budget

Services Provided

Construction Oversight

Senior Inspector Mike Lehner was responsible for construction engineering and inspection.

The project consisted of resurfacing for sixty-four (64) streets which included patching, milling resurfacing and thermoplastic restriping.

Mike provided critical insight to the resurfacing road list to ensure that the City's resurfacing budget was used to its maximum economy.



Resurfacing picture: The City of Tucker's 2020 paving contract which SEI's Senior Inspector Mike Lehner oversaw.

APPENDIX: SIMILAR EXPERIENCE



Project Example 2: City of Stonecrest | CE&I for City of Stonecrest 2020 Resurfacing

City of Stonecrest, Fulton County, GA

Client Name

City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, GA 30038

Contact Person and Info

Mr. Ken Hildebrandt, PE, PTOE,
City Engineer
770.865.5645
khildebrandt@stonecrest.gov

Status

Completed – August through
November 2020

Outcome

Completed on schedule
and budget

Services Provided

Construction Oversight

Senior Inspector Mike Lehner was responsible for the project management for the resurfacing inspection of 37 city-maintained local streets and thoroughfares, approximately 15.5 linear miles of roadway, and more than 45,000 tons of asphalt. He worked closely with ER Snell Contracting.

The roadway list utilized the Pavement Condition Index scores from the City’s pavement management study. Much of the resurfacing addressed the worst rated major streets within the city. Some of the worst subdivision streets were also included as well as three subdivisions that were never completed by the developer.



Resurfacing picture: The City of Stonecrest’s paving contract which SEI’s Senior Inspector Mike Lehner oversaw.

APPENDIX: SIMILAR EXPERIENCE



Project Example 3: City of Stonecrest 2019 LMIG Phase 1, Phase 2, and Chestnut Lake Subdivision

Stonecrest, DeKalb County, Georgia

Client Name

City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, GA 30038

Contact Person and Info

Mr. Ken Hildebrandt, PE, PTOE,
City Engineer
770.865.5645
khildebrandt@stonecrest.gov

Status

Completed November 2019

Outcome

On time and on budget

Services Provided

Construction Oversight
for nine months

Senior Inspector Mike Lehner was responsible for the project management for the resurfacing inspection of 24 city-maintained local streets and thoroughfares. He worked closely with Blount Construction project superintendent and Stonecrest Construction Manager, Sam Durrance.

Scope of work consisted of 2" mill, 19mm binder course, and 12.5mm surface course on all but two streets. Turner Hill Road and Salem Road were selected for a 10" Full-Depth Reclamation (FDR) treatment prior to binder and topping.

Contract was completed ahead of schedule and under the \$4M budget



Resurfacing pictures: The City of Stonecrest's paving contract which SEI's Senior Inspector Mike Lehner oversaw.

APPENDIX: GDOT PREQUAL AND DBE CERTIFICATE



**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION**
You are qualified to provide Consulting Services to the Department of Transportation for the
area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
SOUTHEASTERN ENGINEERING, INC. (SEI) 2470 SANDY PLAINS RD., MARIETTA, GA 30068-5706	December 6, 2018	December 31, 2021
SIGNATURE <i>Neal B. ...</i>		
1. Transportation Planning <input type="checkbox"/> 1.01 State Wide Systems Planning <input type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input type="checkbox"/> 1.03 Aviation Systems Planning <input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning <input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input checked="" type="checkbox"/> 1.06a NEPA Documentation <input type="checkbox"/> 1.06b History <input type="checkbox"/> 1.06c Air Studies <input type="checkbox"/> 1.06d Noise Studies <input checked="" type="checkbox"/> 1.06e Ecology <input type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys <input type="checkbox"/> 1.06h Bat Surveys <input type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input type="checkbox"/> 1.08 Airport Master Planning <input type="checkbox"/> 1.09 Location Studies <input checked="" type="checkbox"/> 1.10 Traffic Studies <input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input checked="" type="checkbox"/> 1.13 Non-Motorized Transportation Planning	3. Highway Design Roadway (continued) <input checked="" type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input checked="" type="checkbox"/> 3.10 Utility Coordination <input type="checkbox"/> 3.11 Architecture <input checked="" type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input checked="" type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input type="checkbox"/> 3.15 Highway Lighting <input type="checkbox"/> 3.16 Value Engineering <input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure	
2. Mass Transit Operations <input type="checkbox"/> 2.01 Mass Transit Program (Systems) Management <input type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies <input type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System <input type="checkbox"/> 2.04 Mass Transit Controls, Communications and Information Systems <input type="checkbox"/> 2.05 Mass Transit Architectural Engineering <input type="checkbox"/> 2.06 Mass Transit Unique Structures <input type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems <input type="checkbox"/> 2.08 Mass Transit Operations Management and Support Services <input type="checkbox"/> 2.09 Aviation <input type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing	4. Highway Structures <input type="checkbox"/> 4.01a Minor Bridges Design <input type="checkbox"/> 4.01b Minor Bridges Design CONDITIONAL <input type="checkbox"/> 4.02 Major Bridges Design <input type="checkbox"/> 4.03 Movable Span Bridges Design <input type="checkbox"/> 4.04 Hydraulic and Hydrological Studies (Bridges) <input type="checkbox"/> 4.05 Bridge Inspection	
3. Highway Design Roadway <input checked="" type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design <input checked="" type="checkbox"/> 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design including Storm Sewers <input type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas <input type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design <input type="checkbox"/> 3.05 Design of Urban Expressway and Interstate <input checked="" type="checkbox"/> 3.06 Traffic Operations Studies <input checked="" type="checkbox"/> 3.07 Traffic Operations Design <input checked="" type="checkbox"/> 3.08 Landscape Architecture	5. Topography <input checked="" type="checkbox"/> 5.01 Land Surveying <input checked="" type="checkbox"/> 5.02 Engineering Surveying <input checked="" type="checkbox"/> 5.03 Geodetic Surveying <input checked="" type="checkbox"/> 5.04 Aerial Photography <input checked="" type="checkbox"/> 5.05 Aerial Photogrammetry <input checked="" type="checkbox"/> 5.06 Topographic Remote Sensing <input checked="" type="checkbox"/> 5.07 Cartography <input type="checkbox"/> 5.08 Subsurface Utility Engineering	
	6. Soils, Foundation & Materials Testing <input type="checkbox"/> 6.01a Soil Surveys <input type="checkbox"/> 6.01b Geological and Geophysical Studies <input type="checkbox"/> 6.02 Bridge Foundation Studies <input checked="" type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) <input type="checkbox"/> 6.04a Laboratory Materials Testing <input type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies	
	8. Construction <input checked="" type="checkbox"/> 8.01 Construction Supervision	
	9. Erosion and Sedimentation Control <input checked="" type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program Rainfall and Runoff Reporting <input type="checkbox"/> 9.02 <input checked="" type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	

APPENDIX: GDOT PREQUAL AND DBE CERTIFICATE



Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

November 25, 2014

Teresa D. Epple, President
Southeastern Engineering, Inc. (SEI)
2470 Sandy Plains Rd.
Marietta, Georgia 30066

ANNIVERSARY DATE: Annually on November 25

Teresa D. Epple:

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

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

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

Your Vendor ID Code is: 2SO265

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

- NAICS Code 541330 Engineering Services (Civil Engineering, Geophysical Engineering Services, Traffic Engineering Services)
- NAICS Code 541360 Geophysical Surveying and Mapping Services
- NAICS Code 541370 Surveying and Mapping Services

It is your obligation to notify GUCP of any changes in ownership and/or control of your company. If at any time during the year there is a change in ownership and/or control of your firm, you are required to notify this office of such change in writing by sworn affidavit and with supporting documents within thirty (30) days. Changes also include but are not limited to officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm.

Failure to do so will be deemed a failure, on your part, to cooperate and will result in immediate actions to remove DBE certification in accordance with **49 CFR Part 26, Section 26.83 (j)** of the Federal DOT Regulation.

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

Sincerely,

Betty C. Mason
EEO Assistant Administrator – External

Kimberly A. King
EEO Director

KAK/yc



Southeastern Engineering, Inc.

2470 Sandy Plains Road

Marietta, Georgia 30066

p 770.321.3936 • f 470.777.2391

www.seengineering.com



CITY COUNCIL AGENDA ITEM

SUBJECT:

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: May 4, 2021 **Work Session:** **Special Called Meeting:** May 10, 2021

SUBMITTED BY: Gia Scruggs on behalf of Public Works.

PURPOSE: Purchasing is requesting approval to enter into a contract with the bidder for ITB #2021-004 2021 Street Resurfacing for a contract amount not to exceed \$7,834,909.36

HISTORY: The City of Stonecrest requested interested parties submit formal bids to complete the 2021 Street Resurfacing. The Contractor will provide all labor, materials, and equipment necessary to perform the work. All streets are to be patched, milled, resurfaced, and re-striped per the following specifications.

FACTS AND ISSUES: The City of Stonecrest wants to resurface multiple roads during the 2021 paving season. Two bidders submitted bids through the City of Stonecrest's Bidnet portal. The bids were opened Monday, May 3, 2021. E.R. Snell submitted the lowest qualified bid in the amount of \$7,834,909.36. SPLOST funds will be used for this project. The unit prices will be held firm in the event the City has additional paving in the current paving season.

OPTIONS: Approve, Deny, Defer

RECOMMENDED ACTION: Approve

City of Stonecrest Bid Summay
ITB# 21-04 Street Resurfacing

Organization Name	Bid Amount
E.R. Snell Contractor, Inc	7,834,909.36
Stewart Brothers, Inc	8,439,010.96



0501C-21

ER Snell Contractor, Inc.
PO Box 306 / 1785 Oak Road
Snellville, GA 30078

City of Stonecrest
Department of Purchasing and Contracting

March 29, 2021

UPDATED
INVITATION TO BID (ITB) NO. 2021-004

FOR

2021 STREET RESURFACING

Bids will be received up to 2:00 p.m. local time on Monday, May 3, 2021.

Questions regarding the ITB process should be directed in writing via <https://www.bidnetdirect.com/georgia/cityofstonecrest>. **Only questions received prior to 5:00 p.m. on Thursday, April 22, 2021 will be considered.**

Procurement Officer: Gia Scruggs

Phone: 770.224.0200

Email: procurement@stonecrestga.gov



May 3, 2021

City of Stonecrest
Department of Procurement
3120 Stonecrest Blvd
Stonecrest, GA 30038

RE: ITB NO. - 2021-004
2021 Street Resurfacing

E.R. Snell Contractor, Inc. (ERS) is pleased to provide a response to the subject ITB. ERS has a long history of successful resurfacing projects for GDOT and local governments. This history includes interstate highway resurfacing as well as local city and rural roads. Our company has been in the paving business for approximately 29 years and has been in roadway construction for a total of 98 years.

ERS is currently performing various contracts of scope and size ranging from \$10,000-\$150,000,000. Project scopes include grading, bridges, culverts, and asphalt paving. As one of the top contractors in the state, ERS has received numerous awards from the State of Georgia for quality control and smoothness on both asphalt paving projects and bridge projects.

The ERS team will be led by Ben Schaffer, the lead contractor project manager, and myself, the lead project engineer. Our team is knowledgeable in all aspects of road construction and is committed to completing projects safely and on schedule. We look forward to joining in partnership with you given the opportunity. If you have any questions, please do not hesitate to call me at (770) 985-0600.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Murphy', is written over a white background.

Nick Murphy, Senior Vice President
E.R. Snell Contractor, Inc.

E. R. Snell Contractor, Inc.

www.ersnell.com | [770.985.0600](tel:770.985.0600) | [1785 Oak Road, Snellville, GA 30078](https://www.google.com/maps/place/1785+Oak+Road,+Snellville,+GA+30078)



E.R. SNELL CONTRACTOR, INC.



Heavy Construction, including Paving, Roadway and Structures

E. R. Snell Contractor, Inc.

www.ersnell.com | [770.985.0600](tel:770.985.0600) | [1785 Oak Road, Snellville, GA 30078](https://www.google.com/maps/place/1785+Oak+Road,+Snellville,+GA+30078)



Company History

The company was founded in 1923 by G. F. Snell, a professional rock mason who specialized in rock culverts and rock walls. His son, E. R. Snell, Sr. continued the business after his father's death in July of 1938. E. R. continued to build rock culverts along with roadside grassing and guard rail construction into the early 1950's. Some of these early structures can still be found in Georgia and continue to be used today.

By the early 1950s, E. R. had been joined in the business by his three brothers, Tom, Cyril, Hugh and his brother-in-law, Thomas Briscoe. Additionally, his four sons and a son-in-law entered the business in the early 1950's.

On June 30, 1959, E. R. Snell Contractor was incorporated. By this time, and for the next two decades, the company's work would remain the concrete-related culverts, bridges, and flatwork which would be ERS' core business for nearly 40 years.

By the late 1970s, a fourth generation of the Snell family had entered the business. E. R. Snell, Sr. had retired, and his son Richard had assumed the office of president. Richard Snell (E.R. Snell Jr.) became the second company president in 1978. Along with his brothers, sisters, and cousins, he saw a need to expand the company into other areas of construction work to make room for this new generation. ERS saw the beginning of the national interstate highway system as the right opportunity to expand the company into bridge construction and the launch of an asphalt branch of ERS.

Prior to the 1980's, ERS was mainly a structures company and procured much of its work through sub-contracts. During the late 1970's and the 1980's, the fourth-generation family members began entering the business and the third-generation family members led by Richard Snell, then president, felt the need to expand into other areas of construction to allow opportunities for the new arriving generation. For many years, ERS relied on its work with the Georgia Department of Transportation and public works projects. As the company expanded into grading and asphalt, more opportunities arose to work with local city and county governments as well as private sector clients. One of ERS' first local government clients was Gwinnett County which is approximately 20 miles northeast of Atlanta. This also just happened to be the home base of ERS.

In the 1980's and early 1990's most of ERS' private client projects were site grading for industrial developments. Some of these early sites were the Progress Center in Lawrenceville, Shawnee Ridge in Suwanee, Discover Mills in Lawrenceville, and a Publix distribution center in Lawrenceville. By 2005, private client projects constituted nearly half of ERS' revenue.

E. R. Snell Contractor, Inc.

www.ersnell.com | [770.985.0600](tel:770.985.0600) | [1785 Oak Road, Snellville, GA 30078](https://www.google.com/maps/place/1785+Oak+Road,+Snellville,+GA+30078)



In 1990s, ERS had the opportunity to enter a different type of construction: highway construction. The Georgia Department of Transportation's "Freeing the Freeway Program" included mass reconstruction of most of the interstate highways in the downtown Atlanta area. ERS became a major player in this endeavor. After most of the work was completed, Jasper Construction Asphalt exited the market and placed their asphalt facilities and equipment for sale. ERS was successful in acquiring these assets which included an office and shop facility in Lithonia, Georgia, four asphalt plants located in the metro Atlanta area, and an additional 150 employees. The majority of the work performed up to and during this period had been mainly public work with the Georgia Department of Transportation as ERS' primary customer. The growth in the Asphalt Division allowed ERS to become one of the largest highway contractors in Georgia and the southeast. This Division became known for its expert staff with the most up-to-date equipment in the industry. ERS' Construction Division manages all types of earthmoving projects including large site jobs moving millions of yards of dirt and rock to linear road projects with hill and mountain relocation using large earthmoving equipment. ERS has become an expert at integrating and coordinating these large jobs with various functions and trades on the job site.

In 1996, ERS purchased a small asphalt company including a plant in Athens, Georgia. This company mainly did small private jobs such as parking lots and subdivisions. ERS used this company to enter the "Private Market" in a substantial way. Over the next 12 years, ERS grew this part of the business from an additional \$8 million in revenue to \$50 million in revenue before the "great recession" brought this business to a near standstill in 2008. Our third president, Robin Snell, assumed the position in 1996 when Richard Snell retired. The company had grown from 5 employees to a work force of 425 employees. It had expanded from a small one-desk operation in E. R. Snell's home to a four division operation with corporate headquarters in a modern two-story facility in Snellville, Georgia.

In 2002 and 2003, ERS had another opportunity to grow by acquiring two companies which included five asphalt plants. Both these companies' customers were mainly in the private sector. However, the location of these plants allowed ERS more opportunities in both bidding and quoting public work near these facilities. The addition of these plants resulted in consolidation of the Atlanta asphalt market.

Up until 2005, ERS had relatively steady growth by participating in the state of Georgia's Fast Forward program. Nearly a third of ERS's workforce was employed in the service of the growing public backlog that was created by the Fast Forward program.

E. R. Snell Contractor, Inc.

www.ersnell.com | [770.985.0600](tel:770.985.0600) | [1785 Oak Road, Snellville, GA 30078](https://www.google.com/maps/place/1785+Oak+Road,+Snellville,+GA+30078)



In 2006 ERS moved into its new corporate headquarters on Oak Road in Snellville after outgrowing its previous office on Highway 124 in Snellville, which was situated directly behind E.R. Snell's homestead. Just two years later, in 2008 ERS continued to expand the business through its purchase of an asphalt plant in Stockbridge from Moore Brothers.

On May 4th, 2015, the Transportation Special Purpose Local Option Sales Tax (TSPLOST) passed in 3 regions of Georgia, generating over \$1.8 billion over 10 years for those 3 regions, Savannah River - Augusta being one of them. As a result of the TSPLOST's investment in the Augusta region, E.R. Snell purchases Augusta Asphalt, gaining an asphalt plant and putting them into the Augusta construction market in 2014.

2015 proved to be a year of continued growth. The Transportation Funding Act of 2015 (HB 170) passed, generating over \$945 million per year to be invested in Georgia's transportation system and the Fixing America's Surface Transportation Act (FAST Act) signed into law, providing long term federal funding of critical surface transportation projects throughout the country. In the same year, ERS purchased Rogers Bridge Company, doubling the size of the bridge division through adding over 40 employees. In the following year, 2016, ERS grew to over 700 employees with 4 major divisions: Asphalt, Concrete Structures, Grading, and Private.

A new generation of family members are at the helm today and we are excited about the future of the company. Scott Briscoe became President in January 2017 after more than twenty-three years of service at the company. After serving as President for over twenty years, Robin Snell retired and again in 2021, he retired as Chairman of the Board of Directors where he was very integral in our various employee training programs as well as other facets of everyday business.

E. R. Snell Contractor, Inc.

www.ersnell.com | [770.985.0600](tel:770.985.0600) | [1785 Oak Road, Snellville, GA 30078](https://www.google.com/maps/place/1785+Oak+Road,+Snellville,+GA+30078)



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **E. R. SNELL
CONTRACTOR, INC.** Control Number: **A002303**

Business Type: **Domestic Profit
Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **1785 Oak Road, P. O.
BOX 306, SNELLVILLE,
GA, 30078-0306, USA** Date of Formation /
Registration Date: **6/30/1959**

State of Formation: **Georgia** Last Annual Registration
Year: **2021**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Jared Snell**

Physical Address: **1785 Oak Road, Snellville, GA, 30078, USA**

County: **Gwinnett**

OFFICER INFORMATION

Name	Title	Business Address
Chandler Snell	Secretary	1785 Oak Road, P.O. Box 306, Snellville, GA, 30078, USA
Jared Snell	CFO	1785 Oak Road, P.O. Box 306, Snellville, GA, 30078, USA
Scott Briscoe	CEO	1785 Oak Road, P.O. Box 306, Snellville, GA, 30078, USA

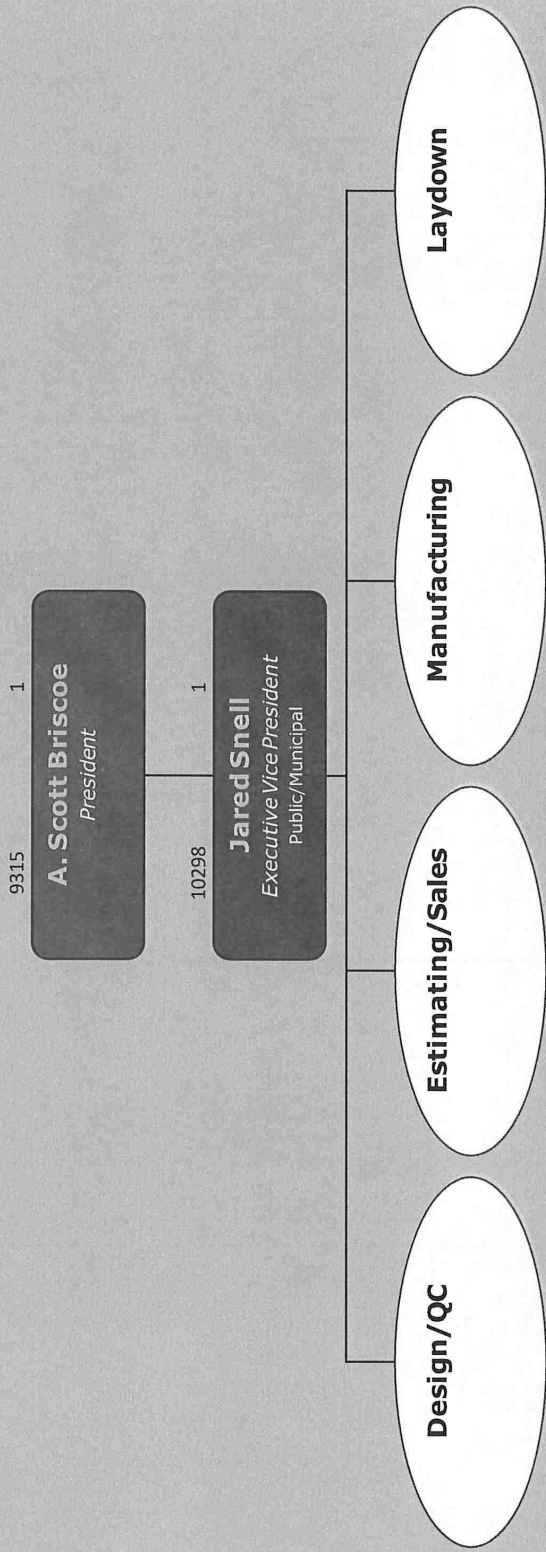
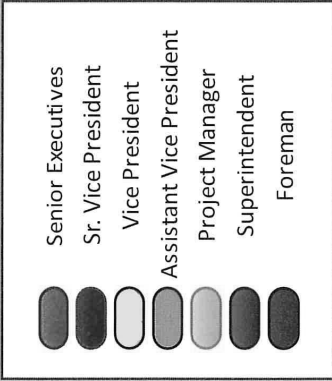
Filing History

Name History

**E.R. SNELL CONTRACTOR, INC.
CONSTRUCTION EXPERIENCE**

NAME	POSITION	YEARS	TYPE OF WORK
A. Scott Briscoe	President	28	Executive Team
Jared Snell	Executive Vice President	17	Executive Team
Chandler Snell	Corporate Secretary	10	Executive Team
David E. Snell	Vice President	32	Executive Team
Walter K. Zimmerman	Senior Vice President	35	Roadway
T. Randy Griffin	Senior Vice President	25	Structures
Nicholas E. Murphy	Senior Vice President	21	Engineering
Robert Morris	Senior Vice President	19	Finance
Jake Camp	Vice President	22	Equipment
Tim Magill	Vice President	37	Roadway
Thomas Byrd	Vice President	34	Roadway
F.R. (Chip) Price, III	Vice President	28	Engineering
Tom Clower	Vice President	20	Engineering
Devin Snell	Vice President	19	Structures
Eric Snell	Vice President	17	Private Division
Mike Gray	Vice President	14	Human Resources
Jay Swender	Assistant Vice President	6	Human Resources
Ben Schaffter	Vice President	18	Asphalt
Jordan Dunagan	Vice President	17	Roadway
Don Hawkins	Assistant Vice President	24	Asphalt

E.R. Snell Contractor Asphalt Division Org Chart



- Senior Executives
- Sr. Vice President
- Vice President
- Assistant Vice President
- Project Manager
- Superintendent
- Foreman

Estimating/Sales

122 2

Nick Murphy
Sr. Vice President
Estimator

15680 4

Chandler Snell
Asst. Vice President
Asphalt Sales

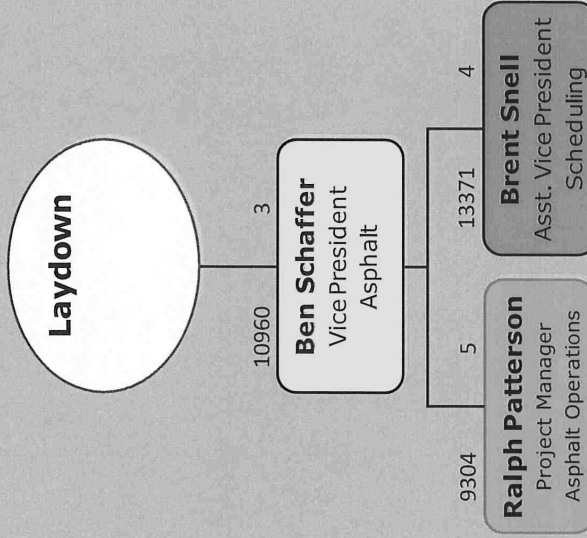
24918 7

Hayden Madole
Estimator
Asphalt

31561 7

Andrew Shealy
Business Development
Augusta

- Senior Executives
- Sr. Vice President
- Vice President
- Assistant Vice President
- Project Manager
- Superintendent
- Foreman



- Senior Executives
- Sr. Vice President
- Vice President
- Assistant Vice President
- Project Manager
- Superintendent
- Foreman

9304
Ralph Patterson
 Project Manager
 Asphalt Operations

280

6

12415

6

9066

6

Kyle Mooneyham
 Superintendent
 Laydown

Bill Nisperly
 Superintendent
 Laydown

Ruben Jimenez
 Superintendent
 Laydown

11781

7

7

10959

7

9190

7

Raul Cortes
 Foreman
 Laydown

Jose Villanueva
 Foreman
 Laydown

Arnulfo Villanueva
 Foreman
 Laydown

Roberto Alvarado Vargas
 Foreman
 Laydown

17344

7

7

24464

7

18327

7

Francisco Martinez
 Foreman
 Laydown

Pablo Villanueva
 Foreman
 Laydown

Dustin Meeks
 Foreman
 Laydown

Ben Norstrom
 Foreman
 Laydown

18200

7

7

17560

7

10448

7

Alejandro Licea
 Foreman
 Laydown

Miguel Angel Villanueva
 Asst. Foreman
 Laydown

Lam Nguyen
 Foreman
 Milling

Richard Boss
 Foreman
 Milling

13204

7

7

25455

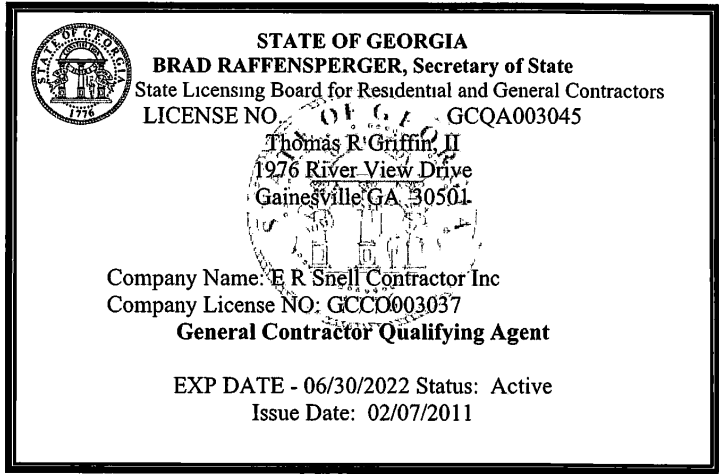
7

7

7

Joshua Shadix
 Foreman
 Milling

Dalton Seymour
 Asst. Foreman
 Milling



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

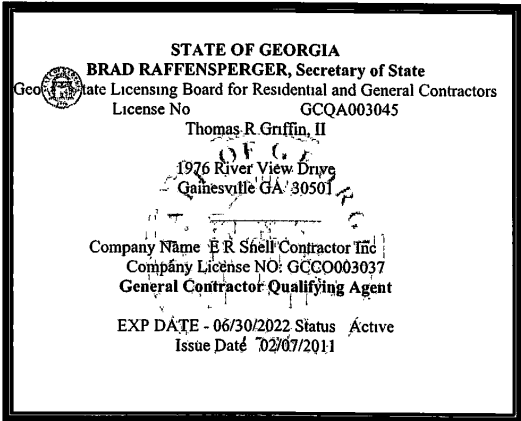
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

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

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

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (844) 753-7825
www.sos.state.ga.us/plb

Thomas R Griffin, II
1969 River View Drive
Gainesville GA 30501





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

June 26, 2019

CERTIFICATE OF QUALIFICATION
Vendor ID: 2SN250

E. R. Snell Contractor, Inc.
P. O. Box 306
Snellville, GA 30078

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

MAXIMUM CAPACITY RATING: \$967,500,000
CERTIFICATE EXPIRES: June 30, 2021
PRIMARY WORK CLASS/CODE: 400
SECONDARY WORK CLASS(ES)/CODE(S): 150, 205, 208, 310, 500, 507, 626, 820

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

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,

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

MM:ASB

**ITB NO. 2021-004
2021 STREET RESURFACING**

<u>TITLE</u>	<u>PAGE NO.</u>
INTRODUCTION	3
BIDDERS INFORMATION	5
ADDITIONAL CONDITIONS	8
TIMELINE FOR ITB	9
SCOPE OF WORK	11
STREET LIST	18
DETAILED SUMMARY	19
COST PROPOSAL	20
DRUG-FREE WORKPLACE	22
DETERMINATION OF RESPONSIBILITY	23
ACKNOWLEDGEMENT	24
BIDDER'S CHECKLIST	25
NON-COLLUSION AFFIDAVIT	26
REFERENCES	27
SUBCONTRACTORS	28
DBE PARTICIPATION FORM	29
APPENDIX I – CITY OF STONECREST CONTRACT AGREEMENT	30
APPENDIX II - GEORGIA IMMIGRATION AND SECURITY FORMS	37
APPENDIX III – BID BOND	40
APPENDIX IV – LOCATION MAP	43

ITB NO. 2021-004
2021 STREET RESURFACING

I. INTRODUCTION

Purpose

The City of Stonecrest, Georgia is seeking competitive bids for ITB 2021-004, 2021 STREET RESURFACING for responsible bidders.

Background

The City of Stonecrest (CITY) is located on the southern portion of DeKalb County and has a current population of approximately 55,000. The city will provide and promote safe, healthy, and enriching recreational and educational opportunities that promote stewardship of Stonecrest's natural and cultural heritage.

Submittal

Bids must be submitted electronically at <https://www.bidnetdirect.com/georgia/cityofstonecrest>

Preparation of Bids

- a. If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidding company's responsibility to seek clarification immediately from the City of Stonecrest Purchasing Department during the question period stated herein.
 - a. <https://www.bidnetdirect.com/georgia/cityofstonecrest>
- b. The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of the best quality. All interpretations of specifications shall be made upon the basis of this statement.
- c. No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. The bid must be signed by an official authorized to bind the bidder.
- d. The City of Stonecrest desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery may be cause for disqualification of a bid. Each bidder shall state a definite time and avoid using the terms ASAP or approximately so many days.
- e. The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.

ITB NO. 2021-004
2021 STREET RESURFACING

- f. Any variation from the specifications must be clearly stated by the bidding company in writing and submitted with the bid.

Invitation to Bid Process

This solicitation is an Invitation to Bid (ITB). In using this method for solicitation, bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).

The City has the right to reject any and all bids, to waive informalities, and to re-advertise.

The judgement of City of Stonecrest Purchasing and Contracting on matters, as stated above, shall be final. The City reserves the right to decide which Bid(s) will be deemed lowest, responsive, and responsible.

**ITB NO. 2021-004
2021 STREET RESURFACING**

II. BIDDER INFORMATION

1. Category of Award

The following bid shall be awarded to one “responsive” bidder on a unit price basis with a “Not to Exceed” amount. Unit prices and extensions will be verified and total checked. Unit price extension and net total must be shown.

2. Disadvantaged Business Enterprise (DBE) Requirements

The City of Stonecrest does not discriminate on the basis of race, color, sex, or national origin. To that end, **a minimum of five percent (5%) of this construction contract must be performed by a DBE certified firm.** In order to qualify as a DBE firm, said firm must be certified as a DBE Contractor by the Georgia Department of Transportation. Please complete the DBE Participation Form on page 29.

The Contractor is encouraged to make every effort to achieve the minimum 5% DBE participation. However, if the Contractor cannot find sufficient DBE participants to meet this requirement, the City of Stonecrest will consider a bid award with less DBE participation if the Contractor can provide documentation of their good faith efforts.

3. City of Stonecrest Non-Discrimination

The City does not discriminate on the basis of race, age, sex, national origin, religion or disabilities and is an equal opportunity employer. Minority and women-owned businesses are encouraged to apply.

4. Business Enterprises

The City strongly encourages Small Business firms to participate in this ITB.

5. Permits, Taxes, Licenses, Bonds, Ordinances, and Agreements

All Corporations should provide corporate seal, a copy of the Secretary of State’s Certificate of Incorporation, and a listing of the principals of the corporation with the bid.

6. Additional Work

The City shall in no way be held liable for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract. The City may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the City written

ITB NO. 2021-004
2021 STREET RESURFACING

notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the City. No extra cost or extension of time shall be allowed unless approved by the City and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The City shall not be liable for payment for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract.

7. Hold Harmless Agreement

The Offeror shall Hold Harmless and indemnify the City of Stonecrest, its past, future and current City Council, and its past, future, and current employees, agents, volunteers or assignees ("City Indemnitees") from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits that, with respect to any products or services provided by Offeror or Offeror's subcontractor, allege product liability, strict product liability, or any variation thereof; (b) any alleged infringement of any copyright, trademark, patent, trade dress, or other intellectual property right with respect to any products, services, or intellectual property or any parts thereof provided by Contractor or any subcontractor; (c) the failure of the Offeror or Offeror's subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Offeror or Offeror's subcontractor; (e) any security breach involving data in Offeror's or Offeror's subcontractor's possession, custody or control, or for which Offeror or Offeror's subcontractor accesses or is otherwise responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Offeror's action(s) or inaction(s), or which are the result of any subcontractor's action(s) or inaction(s) who is hired or retained by the Offeror; (g) any other claim, demand, or lawsuit arising out of or in any way related to goods or services under this proposal (collectively the "Obligations") and (h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the services provided under this contract. The Offeror's Obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance. In the event the Obligations directly arise from the gross negligence or willful misconduct of a City of Stonecrest Indemnitees, then Offeror's Obligations shall be reduced by the proportional fault of the City of Stonecrest Indemnitees.

8. Bonding and Insurance Requirement

1. A bid bond is required in the amount of five percent (5%) of the total bid. (See Appendix III)
2. The successful bidder shall submit a performance bond payable to the City of Stonecrest in the amount of 100% of the total contract price.
3. The successful bidder must meet the City's insurance requirements as listed below upon award of contract.

ITB NO. 2021-004
2021 STREET RESURFACING

- a. Statutory Workers' Compensation Insurance
 - a. Employers Liability:
 - Bodily Injury by Accident - \$1,000,000 each accident
 - Bodily Injury by Disease - \$1,000,000 policy limit
 - Bodily Injury by Disease - \$1,000,000 each employee
 - b. Comprehensive General Liability Insurance
 - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
 - b. Blanket Contractual Liability
 - c. Blanket "X", "C", and "U"
 - d. Products/Completed Operations Insurance
 - e. Broad Form Property Damage
 - f. Personal Injury Coverage
 - c. Automobile Liability
 - a. \$ 500,000 limit of liability
 - b. Comprehensive form covering all owned, non-owned and hired vehicles
 - d. Umbrella Liability Insurance
 - a. \$1,000,000 limit of liability
 - b. Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above
- e. The City of Stonecrest, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Stonecrest and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

A copy of the City's standard contract is attached as an appendix to this ITB. Once the ITB is submitted, the material terms of this contract ARE NOT NEGOTIABLE. Failure to agree to the terms of the Agreement after award of bid shall authorize the City to reject bidder.

ITB NO. 2021-004
2021 STREET RESURFACING

III. ADDITIONAL CONDITIONS

1. All materials submitted in response to this ITB become the property of the City and will be returned only at the option of the City. The City reserves the right to use any or all ideas presented in any response to the ITB, and selection or rejection of the bid does not affect this right.
2. Until the City acts formally to approve a contract, and until such contract is signed by both parties, the City is not legally obligated in any respect.
3. The successful responder must maintain all licenses, permits, certifications, and other authorizations necessary to provide the needed services as required by federal, state, or local laws.

**ITB NO. 2021-004
2021 STREET RESURFACING**

IV. TIMELINE FOR ITB

The bid shall follow the below time period:

Monday, March 29, 2021	Release of ITB
N/A	Pre-Bid Conference
Thursday, April 22, 2021	Deadline for Questions at 5:00 p.m.
Friday, April 23, 2021	Responses to Questions Posted on City's Website
Monday, May 3, 2021	Submission of Bids Due by 2:00 p.m.
Monday, May 10 2021	Award at Council Meeting
Monday, May 17, 2021	Anticipated Notice to Proceed
Friday, December 17, 2021	Completion Date

Award of Contract

The Purchasing Department will publicly open the bids on the date herein stated. All bids shall remain firm for forty-five (45) calendar days after the bid opening and through the completion date of the project. In the event the City has funding available prior to the completion date of the project, the bidder agrees to have the prices reflected in their proposal remain firm.

Before awarding the ITB, the City may request additional information from Responders. The City reserves the right to reject any and all bids if it determines that the criteria set forth has not been met or for any other reason in its sole discretion.

The responsible and responsive bid offering the lowest price will be presented to the City of Stonecrest Mayor and City Council for formal acceptance and authorization of an Agreement.

Bid Rejections

The City reserves the right to accept or reject any and all bids as deemed to be in the best interest of the City.

Bids will be rejected from any party (as an individual or as part of a partnership or entity) who:

- Is delinquent in the payment of property or other taxes with Stonecrest;
- Is delinquent in the payment of a loan(s) with the City;
- Has had property acquired through foreclosure or a judgment within the past ten (10) years;
- Has outstanding judgments or debts owed to the City;
- Has been convicted of a felony that affects property or neighborhood stability, health, safety or welfare.

Public records and tax and court records will also be checked prior to award of contract. If these conditions exist, the City may terminate the Contract.

ITB NO. 2021-004
2021 STREET RESURFACING

Disclaimer/Reservation of Rights

The City does not make representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this ITB.

The City reserves the right to extend the deadline for submission of bids, to request supplementary information, to conduct interviews with any or all of the developers submitting bids, to waive minor informalities, and to reject any or all bids, in whole or in part, if in its sole judgment the best interests of the City would be served in doing so. The City will reject any and all bids when required to do so by applicable law.

Due Diligence

The Bidder shall be responsible for conducting due diligence in responding to this ITB. If, after the ITB is issued but prior to the receipt of bids, the ITB must be amended or clarified, the purchasing agent may issue an Addendum.

Should you have any questions, contact Gia Scruggs, Procurement Officer, at (470)-542-0017 or procurement@stonecrestga.gov.

**ITB NO. 2021-004
2021 STREET RESURFACING**

V. SCOPE OF WORK

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Stonecrest (City), requests that interested parties submit formal sealed bids/proposals for the resurfacing of 19 streets within the city. Street locations can be found on the location map provided in this bid package.

All streets are to be patched, milled, resurfaced, and/or re-stripped per the following specifications.

GENERAL CONDITIONS

The contractor shall execute the work according to and meet the requirements of the following:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work, and specifications;
- City of Stonecrest ordinances and regulations;
- OSHA standards and 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.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

Materials must come from GDOT approved sources. The contractor will be required to submit in writing a list of proposed sources of materials. When required representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. Bidder shall provide references demonstrating experience completing projects of similar scope.

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.

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part

ITB NO. 2021-004
2021 STREET RESURFACING

of this contract shall be substantially completed by December 17, 2021. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

Upon Notice of Award, the Contractor will be required to submit a Progress Schedule.

Normal workday for this project shall be 8:00AM 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. July 4th, Labor Day, Veterans Day, Thanksgiving, etc.). No lane closures will be allowed on major streets except between the hours of 9:00AM to 4:00PM as noted in the Special Conditions section of this ITB.

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

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed by December 17, 2021. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages for not completing any required Punch List work within 45 calendar days.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay unto completion.

The standard order of operations for resurfacing shall be as follows:

- a) Milling
- b) Patching
- c) Leveling
- d) Resurfacing
- e) Thermoplastic Striping
- f) Raised Pavement Markers

The contractor shall provide a project progress schedule prior to or at the pre-construction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The contractor shall submit a two-week advance schedule every **Friday by 2:00p.m.**, detailing scheduled activities for the following week.

PERMITS AND LICENSES

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

ITB NO. 2021-004
2021 STREET RESURFACING

MATERIALS

The City will provide a Construction Engineering & Inspections (CEI) Consultant to inspect the work and provide materials testing. All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications. Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

PUBLIC NOTIFICATION

The contractor shall be responsible for installing notification signs at all entrances to subdivisions that are to be resurfaced. The notifications are to be installed one week prior to commencement of work. Signs shall be installed on temporary metal stakes driven in the ground or on tripods. Signs are to remain in place until contracted work (except punchlist) has been completed and accepted. No separate payment will be made for this work. The City will be responsible for notification to individual property owners.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price 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.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. 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.

TRAFFIC CONTROL

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

Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to insure that ingress and egress are safely provided when and where needed.

ITB NO. 2021-004
2021 STREET RESURFACING

Two-way traffic shall be maintained at all times, utilizing pilot vehicles, 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.

The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices (including suitable lighting for night work) in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work.

Pricing for personnel and equipment required for maintaining temporary traffic control, public convenience and safety are to be included in the overall pricing for the project. There is no separate payment item for Traffic Control.

The contractor shall install temporary pavements markings, where applicable, including paint and/or traffic tape to ensure traffic safety until such time that the permanent thermoplastic markings and raised pavement markers can be installed. The cost for the temporary marking shall be included in the specific item for permanent markings.

The contractor shall be responsible for providing and installing variable message boards at both ends of each major street to be resurfaced, as defined in the Special Conditions section of this ITB. The location and applicability of placing these signs shall be determined by the City. The message boards shall be installed at least one week prior to the commencement of work. Wording to be used on the message boards shall be provided by the City. The boards shall remain in place until all contract work (excluding punch list) has been completed and accepted. This item shall be included in the Traffic Control pay item.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he

ITB NO. 2021-004
2021 STREET RESURFACING

shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

MILLING

Resurfacing shall be constructed so as to tie into existing streets and driveways with the best possible ride and aesthetic result. A milled paving notch, with a minimum 10 feet transition, shall be provided at each end of the overlay and at intersections, driveways, and side streets. Tie-ins shall be marked on the ground and approved by the City prior to paving.

All milled surfaces are to be resurfaced within one week of the milling operation.

REPAIR OF EXISTING PAVEMENT

This work shall consist of repairing existing pavement areas that have failed or showing signs of distress. The contractor and CEI inspector shall jointly inspect the roadway and mark all areas to be patched.

Areas marked for patching shall be cut out in a rectangular shape 4 inches below the surface of the existing asphalt pavement, trimmed to vertical sides, and all loose material removed. After the area has been cleaned, it shall be tack coated. The contractor will be allowed to use a milling machine to excavate for patches. The minimum width for the patches will be based on the size of the machine used to excavate but shall not exceed 7' in width.

Asphaltic concrete patching will be paid for at the Contract Unit Price per ton and shall include pavement removal, trimming, cleaning and all other incidental work. The contractor shall replace at his expense all patches, which are determined inadequate after inspection. The City reserves the right to change the depth of patching as needed.

BITUMINOUS TACK COAT

This work shall consist of the placement of bituminous tack. AC-20 or AC-30 shall be used. All surfaces shall be cleaned completely and thoroughly dry before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack coat shall be applied between .04 and .06 gallons per square yard. The cost for this item is to be included in the unit price for asphalt.

ASPHALT CONCRETE PAVING

Topping course shall be 12.5mm or 9.5mm Superpave, GP 2 only, including bitum material & H lime. (Corrected Optimum Asphalt Content).

The contract does not include paving of any recreational areas within the subdivisions (i.e. parking lots, asphalt trails, etc.).

The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882.

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

ITB NO. 2021-004
2021 STREET RESURFACING

The contractor is not required to use an MTV (Shuttle Buggy) when placing the 12.5mm asphalt material on the main roads in this contract.

ADJUSTING UTILITY STRUCTURES TO GRADE

All sewer manholes and water valves are to be adjusted by the DeKalb County Department of Watershed Management. The contractor shall coordinate required utility adjustments with the CEI inspector.

THERMOPLASTIC PAVEMENT MARKINGS

This work shall consist of placement of Thermoplastic Pavement Markings. Final (thermoplastic) pavement markings shall be placed at least 15 calendar days but no more than 60 calendar days after placement of final asphalt lift. These final pavement markings shall match the original pavement markings including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically directed otherwise by the City. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list. This will consist of a solid line to the beginning of tapers with mini skips through the length of the taper followed by a 5-inch solid line.

Until permanent pavement markings can be installed, temporary pavement markings are required. There is no pay item for temporary pavement markings. This cost shall be included in the pricing for permanent pavement markings.

The final pavement markings also include installation of type 1 and type 3 Raised Pavement Markers according to GDOT Specifications, where required. RPM's shall be spaced every 80' where required (every 40' along sharp curves) and as directed by the CEI. RPM materials shall meet GDOT standard specifications and shall be on the GDOT Qualified Products List.

24 in. white permanent solid stripe is to be installed as a stop bar at each stop sign where previously existed, or as directed.

5 in. double yellow permanent double yellow traffic stripe is to be installed at each stop sign of each subdivision entrance approaching main roads for a total centerline length of 50 LF.

SIGNAL SYSTEM REPAIR

This work shall consist of repair and installation of loop detectors damaged as a result of the pulverizing, milling, and paving operations. When operations damage existing traffic signal loops, the Contractor shall replace the loops not more than 7 calendar days after final asphalt lift is placed.

Contractor shall immediately notify the City Engineer at (770) 865-5645 when loops are damaged. When loop replacements at an intersection are complete the contractor shall again notify the City Engineer.

ITB NO. 2021-004
2021 STREET RESURFACING

Location of replacement loop detectors and lead-in wire, where practical, shall coincide with original location. If, at the splice location a pull box does not exist, a traffic signal pull box (PB-1) conduit and loop lead-in shall be installed per GDOT specifications and as directed by the Traffic Services Manager. Pull boxes installed shall be on the GDOT qualified products list. Testing of the replacement loop detectors shall be performed at the point where the loop wire is spliced to the existing shielded lead-in wire. There shall be no work or testing required beyond this splice point.

CLEANUP

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

SAFETY

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

SPECIAL CONDITIONS

1. All streets on this project are required for traffic control. Variable Message Signs are to be installed 1 week in advance of paving operations. Coordinate with City of Stonecrest staff.

**ITB NO. 2021-004
2021 STREET RESURFACING**

STREET LIST

	Street Name	From	To
1	DEKALB MEDICAL PKWY	HILLANDALE DR	COVINGTON HWY
2	ROCK CHAPEL RD	BRASWELL ST	STATE RTE 124
3	RAILROAD ST	ROCK ST	ROCK CHAPEL RD
4	MINOLA DR	MILLER RD	PANOLA RD
5	KLONDIKE RD	HAYDEN QUARRY RD	CITY LIMIT
6	PANOLA RD	SNAPFINGER WOODS DR	PANOLA WAY LN
7	TURNER HILL ROAD	HAYDEN QUARRY ROAD	I-20 WB
8	MCDANIEL MILL ROAD	ROCKLAND ROAD	FALLS BROOK DRIVE
9	SNAPFINGER WOODS DRIVE	ACUITY WAY	PANOLA ROAD
10	MILLER ROAD	SNAPFINGER WOODS DR	COVINGTON HWY
11	ACUITY WAY	MILLER ROAD	PANOLA INDUSTRIAL BLVD
12	MALL PKWY	TURNER HILL RD	STONECREST PKWY E
13	MALL PKWY	KLONDIKE RD	TURNER HILL RD
14	CLEVELAND ROAD	SNAPFINGER ROAD	ROCK SPRINGS ROAD
15	ROCK SPRINGS ROAD	CLEVELAND ROAD	THOMPSON MILL ROAD
16	S GODDARD ROAD	KLONDIKE RD	HEIGHTS AVE SW
18	SALEM ROAD	PANOLA ROAD	WALNUT CREEK WAY
17	WOODROW ROAD	EVANS MILL ROAD	WOODROW DRIVE

**ITB NO. 2021-004
2021 STREET RESURFACING**

DETAILED ESTIMATES

PAVING RECOMMENDATION SUMMARY 2021		1.5" HSB	3" HSB	Paving	LEVELING	12 MM	19 MM	9.5 HSB	24" White	12" White	12" Yellow	8" White	8" Yellow	6" White	5" Yellow	5" Blue	5" Yellow	Arrow TP -2	Arrow TP -3	SCHOOL	ONLY	40 x 4 Loop	606 Loop	
Sheet Name	Length	Area (SQ)	Area (SQ)	Area (SQ)	TH1	TH1	TH1	TH1	LF1	LF1	LF1	LF1	LF1	LF1	LF1	EA1	EA1	EA1	EA1	EA1	EA1	EA1	EA1	
1 DEKALB MEDICAL PKWY	5091	184250	4800	18250	520		1650	2370	100			760		15000	1500	15000	17	380				4	4	
2 ROCK CHAPEL RD	3480	89964		9996	260		715	1055										200						
3 RAILROAD ST	1090	23985		2665	200		198	300										100						
4 MINOLA DR	3826	107154		11906	240		875	1320	36					7800		7800	2	190			1		2	
5 KLONDIKE RD	4886	200000		22222	525		1580	2150	72			1600	200	12000	720	12500	10	300					6	
6 PANOLA RD	8213	495708		55079	950		4000	5984	252	1340	400	1800	200	20000	12,600	19000	60	480				10	6	
7 TURNER HILL ROAD	4617	381800	40200		200		4825		382	2340		4000		17000	7,200	12000	51	600			17		10	
8 MCDANIEL MILL ROAD	4570	114250	12894		230		915	1320	16					10000		10000		250						
9 APFINGER WOODS DR	5375	158200	17338		400		2174		150	800		1250	160	14000	6,000	11500	16	300					4	
10 MILLER ROAD	5320	190640	21200		250		2428		50	120		280		12000	360	11000	10	275	2	1			3	
11 ACUTY WAY	1240	31000	31000		60		379		24					2500		1300		80						
12 MALL PKWY	3175	190600	3075	18600	260		1574	2195	52	144		800	200	7000	4,800	7000	13	240					2	
13 MALL PKWY	6747	417811	12315	35160	240		3285	4873	312	700		2400	170	20000	11,250	16000	40	430					5	
14 CLEVELAND ROAD	3904	148412		18490	280		1134	1587	24					9000		8500	3	225						
15 ROCK SPRINGS ROAD	1739	45214		5024	285	100	345	484	24					3700		3500		112						
16 S. GODDARD ROAD	10011	203920		22660	780	100	1558	2181	12					21000		21000		680						
17 SALEM ROAD	3100	115475			50		882		24	130		420		8000	2,400	7000	6	200		2			1	
18 WOODROW ROAD	3275	72500		8405	410	100		810	580	34				8000		3500		200						
	79438	3128783	142820	226457	6140	300	28517	26629	580	1564	5574	400	13310	930	187000	46830	166600	228	5242	2	3	19	47	10

ITB NO. 2021-004
2021 STREET RESURFACING

Company Name:

E.R. Snell Contractor Inc.

Address:

1785 Oak Rd Snellville, GA 30078

Contact Person:

Nick Murphy

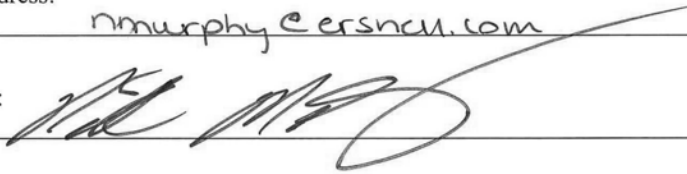
Phone Number:

770-985-0600

Email Address:

nmurphy@ersnell.com

Signature:



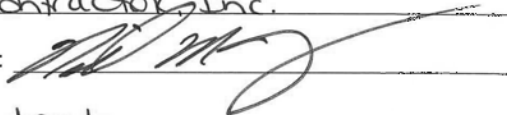
* Pricing for personnel and equipment required for maintaining temporary traffic control, public convenience and safety are to be included in the asphalt topping item. No separate line item will be included for traffic control.

**In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail.

**ITB 2021-003
CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of E.R. Snell Contractor, Inc., ("Contractor"), whose address is 1785 Oak Rd Snellville, GA 30078, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: E.R. Snell Contractor, Inc.
Date: 5/3/21 Signature: 
Title: Senior Vice President

**INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY**

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with the City of Stonecrest for contract negotiation and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Dekalb County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Stonecrest for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

CERTIFICATE AND ACKNOWLEDGEMENT

Applicant certifies that it as individual or member of a corporation or partnership is not now and will not be at contract execution in violation of the following policies:

- Delinquent in the payment of taxes due to the City of Stonecrest;
Building or health code violations on property owned that is not being actively abated;
Been convicted of a felony crime that affects property or neighborhood stability or safety;
Have any outstanding judgments or debts to the City;
Have no past due loan(s) with the City;
Been subject to a foreclosure within the previous ten (10) years;
Been involved in litigation relating to a project either voluntary or involuntary within the past five (5) years; and
Been adjudged bankrupt either voluntary or involuntary within the past ten (10) years.

I/We acknowledge understanding of the above policies and certify that none of the individuals or members of a corporation or partnership are in violation. I certify that this information is true and correct.

I/We further certifies that the information and exhibits comprising this ITB are true and correct. Unsigned/undated submissions will not be considered.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I Nick Murphy as Authorized Representative for E.R. Snell Contractor Inc. hereby certify that all information and materials submitted in response to this ITB are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third-parties for information to substantiate information provided in this ITB, and I authorize third parties to release such information to the City.

Legal Name of Company: E.R. Snell Contractor, Inc.

Authorized Signature of Responder [Handwritten Signature]

Date 5/31/21

Print or type name Nick Murphy

Company Federal Tax ID Number 58-0807745

Individual E-Mail Address nmurphy@ersnell.com

Company Address 1785 Oak Rd. Snellville, GA 30078

Phone 770-985-0600

Fax 770-985-2957

**ITB NO. 2021-004
BIDDER'S CHECKLIST**

It is the Proposer's responsibility to read the ITB fully to determine all necessary information/documents are submitted in order for the bid to be considered complete. You may use the checklist below as a guide to assist with providing the requested information.

PROJECT: 2021 Street Resurfacing

ITB NO: 2021-004

- The bid has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this bid that would have the bid declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.
- Completion of Conflict of Interest Disclosure
- Completed Certificate and Acknowledgement
- Completed the DBE Participation Form
- We acknowledge that the City of Stonecrest does not provide Workers' Compensation to Contractors, Subcontractors or any tier and as such is not responsible or legally liable for Contractor workers' injuries, including death.
- We have included the following **NOTARIZED** Georgia Security and Immigration Compliance documents with our bid:
 - *Immigration and Security Form
 - *Sub-Contractor Affidavit

Nick Murphy
TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST


SIGNATURE OF PERSON COMPLETING THIS CHECKLIST

5/3/21
DATE

E.R. Snell Contractor, Inc.
COMPANY NAME

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 3rd day of May, 2021

E.R. Snell Contractor, Inc. (Name of Organization)

Senior Vice President (Title of Person Signing)

[Handwritten Signature] (Signature)

2021-004 (Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia)

COUNTY OF Gwinnett)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 3rd day of May, 2021.

[Handwritten Signature] Notary Public Signature

My Commission Expires: 5/18/24



ITB NO. 2021-004
2021 STREET RESURFACING

REFERENCES

Please provide as references, the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: Gwinnett County
Address: 75 Langley Drive Lawrenceville, GA 30046
Contact: Ralph Robbins Phone: 404-414-7389

2. Company Name: City of Buford
Address: 2300 Buford Hwy Buford, GA 30518
Contact: Clyde Black Phone: 678-725-5284

3. Company Name: Spalding County
Address: 119 East Solomon Street Griffin, GA 30223
Contact: Ferri Bass Phone: 762-435-9942

**ITB NO. 2021-004
2021 STREET RESURFACING
SUBCONTRACTORS**

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: Peck Pavement Marking

Address: 4600 Peck Industrial Blvd Columbus, GA

Contact: Andy Holland Phone: 706-563-5867

2. Company Name: Sunbelt Traffic

Address: 2632 Mountain Industrial Blvd Suite G Tucker, GA

Contact: David Smith Phone: 404-558-9920

3. Company Name: _____

Address: _____

Contact: _____ Phone: _____

4. Company Name: _____

Address: _____

Contact: _____ Phone: _____

5. Company Name: _____

Address: _____

Contact: _____ Phone: _____

**ITB NO. 2021-004
2021 STREET RESURFACING
DBE PARTICIPATION**

Please provide the names, address, contact name and phone number of all Contractors and/or Subcontractors that will be utilized to meet the required minimum 5% DBE participation.

1. Company Name: Bedward's Miller Transport \$95,500
Address: 1113 Huntington Place Circle, Lithonia GA 30058
Contact: Persiah Bedward Phone: 770-484-8451

2. Company Name: G & J Trucking
Address: P.O. Box 1386, Lithonia GA 30058 \$95,500
Contact: Gilbert Atkinson Phone: 770-480-8804

3. Company Name: MVG Trucking
Address: 7225 Maddox Rd., Lithonia GA 30058 \$44,440
Contact: Mazyn Ganns Phone: 770-482-4301

4. Company Name: Derrick Pugh
Address: P.O. Box 370404, Decatur GA 30037 \$44,440
Contact: Derrick Pugh Phone: 404-886-3387

5. Company Name: Graham Hauling
Address: 5291 Polk Blvd, College Park GA 30349 \$44,440
Contact: Leon Graham Phone: 404-797-2657

**ITB NO. 2021-004
2021 STREET RESURFACING
DBE PARTICIPATION**

Please provide the names, address, contact name and phone number of all Contractors and/or Subcontractors that will be utilized to meet the required minimum 5% DBE participation.

1. Company Name: Alif Transport \$ 22,894
Address: 712 Kingsgate Ridge, Stone Mountain GA 30083
Contact: Omar Alif Sharif Phone: 404-409-6930

2. Company Name: Lincoln Trucking
Address: P.O. Box 392665 Snellville GA 30078 \$ 22,894
Contact: Barnett Garth Phone: 404-840-7576

3. Company Name: JSV Trucking
Address: 525 Newhope Rd, Lawrenceville GA 30045 \$ 22,894
Contact: Jose Viera Phone: 678-414-5134

4. Company Name: _____
Address: _____
Contact: _____ Phone: _____

5. Company Name: _____
Address: _____
Contact: _____ Phone: _____

APPENDIX I

CITY OF STONECREST CONTRACT AGREEMENT

CONTRACT AGREEMENT

**AGREEMENT BETWEEN THE CITY OF STONECREST AND _____ FOR
INVITATION TO BID NO. 2021-004, 2021 STREET RESURFACING**

This Agreement (the "Agreement") is made this ___ day of _____, 2021, by and between _____ (hereinafter referred to as "Company"), and the City of Stonecrest, Georgia ("City").

WITNESSETH:

WHEREAS, Company is engaged in the business of providing the necessary materials and labor to complete the Work in the manner therein specified within the time specified, as therein set forth; and

WHEREAS, the City of Stonecrest seeking Bids for 2021 STREET RESURFACING; and

WHEREAS, Company is willing and able to render said services;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. SERVICES

Company agrees to render services (the "Services") to the City to furnish all specified materials or approved equivalent, equipment, and labor to complete the required renderings and assessments as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City Manager or his representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. COMPENSATION

a. Fee. In consideration for Services, City shall pay to Company a fee not to exceed the cost described in the bid. The full cost of said services shall not exceed for all the services detailed.

b. Manner of Payment. The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the bid, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. RELATIONSHIP OF PARTIES

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

4. CONTRACT PERIOD

The performance period for this contract shall be upon completion of the full scope of work. Contract performance shall begin on the date stated in the contract award letter.

5. TERMINATION FOR CAUSE AND FOR CONVENIENCE

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If the City fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either the City or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by the City for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

6. COMPENSATIVE IN EVENT OF TERMINATION

If this Agreement is terminated by the City for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by the City for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by the City in the event of termination for convenience.

7. TERMINATION OF SERVICES AND RETURN OF PROPERTY

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to the City all property relating to the Services that is owned by the City.

8. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS

Company warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "C".

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement.

9. CONFLICT OF INTEREST

Company warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and

c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

10. PROPRIETARY INFORMATION

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, as well as information with respect to which the City has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

11. INSURANCE

Company agrees to defend, indemnify and hold harmless the City of Stonecrest, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement.

12. ASSIGNMENT

Company shall not assign this Agreement without the prior express written consent of the City. Any attempted assignment by Company without the prior express written approval of the City shall at the City's sole option terminate this Agreement without any notice to Company of such termination.

13. NOTICES

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

With copies to:

Procurement Department
Stonecrest City Hall
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038

City Attorney
Fincher Denmark, LLC
8024 Fair Oaks Court
Jonesboro, Georgia 30236

If to the Company:

14. GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

15. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

17. ENTIRE AGREEMENT

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Scope of Services. In case of conflict between any term of the Company's Bid and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

19. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Offeror's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq* as amended and Georgia Department of Labor Rule 300- 10-1, *et seq.* is a condition for the contract bid and any contract award. Offeror is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix I) with Offeror's Bid.

Pursuant to O.C.G.A. § 13-10-91 no Offeror or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Offeror or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. Any Offeror, subcontractor, or sub-subcontractor of such Offeror or subcontractor, shall also be required to satisfy the requirements set forth herein.

20. CRIMINAL HISTORY BACKGROUND CHECKS

Contractors awarded contracts resulting from this solicitation shall ensure prior to the onset of the contract, that criminal history background checks are performed on all employees assigned to perform services under the contract.

The Contractor shall ensure that all persons hired to perform services for this contract after the contract has begun, shall undergo a criminal history background check. This shall be done prior to the employee starting work.

Note: The Contractor shall provide to The Procurement Department, the names of **all** personnel assigned to perform services for the City of Stonecrest, **prior** to the start of work.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

Company: _____

By: _____

Title: _____

Date: _____

City of Stonecrest, Georgia

By: _____
Jason Lary

Title: Mayor _____

Date: _____

Approved as to form:

City Attorney

Attest:

City Clerk

APPENDIX II

GEORGIA IMMIGRATION AND SECURITY FORMS



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: E.R. Snell Contractor, Inc

Address: 1785 Oak Rd.
Snellville, GA 30078

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Stonecrest has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

22114
E Verify™ Company Identification Number

1122107
Date of Authorization

[Signature]
BY: Authorized Officer or Agent
(Name of Person or Entity)

5/31/21
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

3rd DAY OF May, 2021

Kelly Pollard
Notary Public



My Commission Expires: 5/18/24

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

41699

Federal Work Authorization User Identification Number

3-15-07

Date of Authorization

Peck Pavement marking LLC

Andy Holker

Name of Subcontractor

2021-004

Estimator

Andy Holker

Name of Project

City of Stonecrest

Name of Public Employer

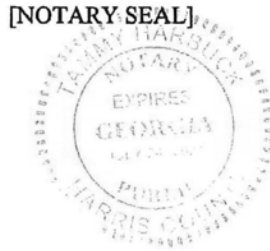
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

27th DAY OF April, 2021

Jerry Hauber

Notary Public

My Commission Expires: 7-24-2021





Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

791-221

Federal Work Authorization User Identification Number

6-19-2014

Date of Authorization

Sunbelt Traffic LLC

Name of Subcontractor

2021 Street Resurfacing

Name of Project

City of Stonecrest

Name of Public Employer

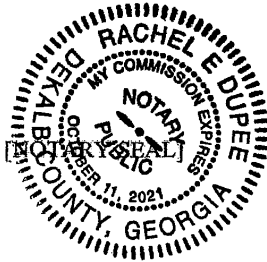
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

26th DAY OF April, 2021

Rachel E. Dupee

Notary Public

My Commission Expires: Oct 11, 2021





Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

310895

Federal Work Authorization User Identification Number

April 5, 2010

Date of Authorization

GTS Trucking LLC

Name of Subcontractor

City of Stonecrest

Name of Project

2021 Street Resurfacing

Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

3rd DAY OF May, 2021

Edith Bright

Notary Public

My Commission Expires: Feb. 16, 2024





Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

318568 [Signature]
Federal Work Authorization User Identification Number

July 18, 2013
Date of Authorization

Lincoln Trucking, Inc.
Name of Subcontractor

2021 Street Resurfacing
Name of Project

The City of Stonecrest
Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

3rd DAY OF May, 2021

[Signature]
Notary Public

My Commission Expires: 9/30/21



APPENDIX III

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor) E R Snell Contractor, Inc

(Address of Contractor) at 1785 Oak Road, Snellville, GA 30078 (Corporation,

Partnership and or Individual) hereinafter called Principal, and _____

Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford, CT 06183
(Address of Surety)

A corporation of the State of CT, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Stonecrest Georgia
(Name of Obligee)
3120 Stonecrest Blvd., Stonecrest, Georgia 30038
(Address of Obligee)

Hereinafter referred to as Obligee, in the penal sum of Five Percent of Amount Bid Dollars (\$)^{5%}
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Stonecrest, Georgia, a proposal for furnishing materials, labor and equipment for: **2021 Street Resurfacing ITB #2021-004**

TITLE

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Stonecrest, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Stonecrest, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Stonecrest, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Stonecrest, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36- 86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this 3rd day of May, ~~2019~~ **2021**

ATTEST:

[Signature]
(Principal Secretary)

E.R. Snell Contractor, Inc.

(Principal)

BY: [Signature]

1785 Oak Road, Snellville, GA 30078

(Address)



[Signature]
(Witness to Principal)

1785 Oak Road, Snellville, GA 30078

(Address)

(Surety)

Travelers Casualty and Surety Company of America

ATTEST

BY: [Signature]

(Attorney-in-Fact) and Resident Agent

David C. Eades, Attorney-In-Fact & Resident Agent

(Attorney-in-Fact)

1870 The Exchange SE, Suite 100
Atlanta, GA 30339

(Seal) (Address)

[Signature]
(Witness as to Surety) Avery C. Kenimer

(Address) 1870 The Exchange SE, Suite 100
Atlanta, GA 30339



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David C Eades** of **Atlanta Georgia**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of May, 2021




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2021

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).

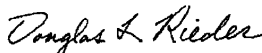
PRODUCER Sterling Seacrest Partners Inc P O Box 724137 Atlanta GA 31139		CONTACT NAME Mary Ward PHONE (A/C, No, Ext.) (678) 424-6500 FAX (A/C, No) (678) 424-6527 E-MAIL ADDRESS mward@sspins.com																						
INSURED E R Snell Contractor, Inc. P O Box 306 Snellville GA 30078		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A</td> <td>Greenwich Insurance Company A+XV</td> <td>22322</td> </tr> <tr> <td>INSURER B</td> <td>National Fire & Marine Insurance A++XV</td> <td>20079</td> </tr> <tr> <td>INSURER C</td> <td>XL Specialty Insurance Company A+XV</td> <td>37885</td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Greenwich Insurance Company A+XV	22322	INSURER B	National Fire & Marine Insurance A++XV	20079	INSURER C	XL Specialty Insurance Company A+XV	37885	INSURER D			INSURER E			INSURER F		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A	Greenwich Insurance Company A+XV	22322																						
INSURER B	National Fire & Marine Insurance A++XV	20079																						
INSURER C	XL Specialty Insurance Company A+XV	37885																						
INSURER D																								
INSURER E																								
INSURER F																								

COVERAGES CERTIFICATE NUMBER: 21-22 Master Liab REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X/C/U <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER, 100,000 Ded			CGD7409936	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 100,000 Ded <input checked="" type="checkbox"/> H&NO Autos			CAD7409937	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			42XSF309840	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below		Y/N Y	N/A	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Georgia Excess Workers Compensation Officers Included			CWE7409935	01/01/2021	01/01/2022	Each accident \$1,000,000 Each employee disease \$1,000,000 Self Insured Retention \$650,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE ITB No 2020-004 - 2021 Street Resurfacing
 See Page 2 with respect to The City of Stonecrest, Georgia and its subcontractors and affiliated companies their officers directors, and employees

CERTIFICATE HOLDER City of Stonecrest 3120 Stonecrest Blvd Suite 190 Stonecrest GA 30038	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 
---	---

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Sterling Seacrest Partners Inc		NAMED INSURED E R Snell Contractor, Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE.	

ADDITIONAL REMARKS

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

When required by written contract the following policy forms/endorsements apply to certificate holder and/or any entity(ies) shown in the description section

- General Liability
Blanket Additional Insured Ongoing Operations- CG2010 0413
Blanket Additional Insured Completed Operations- CG2037 0413
Blanket Waiver of Subrogation CG2404 0509
Primary Non-Contributory Coverage XIL424 0605
30 Day Notice of Cancellation IXI405 09/10
- Automobile Liability
Blanket Additional Insured XIC414 1013
Primary Noncontributory MANUS
Blanket Waiver of Subrogation CA0444 1013
Blanket Loss Payee CA9944 1013
30 Day Notice of Cancellation IXI405 09/10
- Workers Compensation (North Carolina/South Carolina)
Blanket Waiver of Subrogation WC000313 0484
30 day Notice of Cancellation WC990657
Excluded Officers - Christopher L. Snell, Robin J. Snell, David E. Snell
- Excess Workers Compensation
Blanket Waiver of Subrogation XWC240XLSP 1103
30 day Notice of Cancellation IXI405 09/10
- Umbrella
Following form on the above policies/endorsements

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT	VARIOUS AS REQUIRED PER WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above

However

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured

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

This insurance does not apply to "bodily injury" or "property damage" occurring after

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed, or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

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 shown in the Declarations

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance

1. Required by the contract or agreement, or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT	VARIOUS AS REQUIRED PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"

However

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

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance

1. Required by the contract or agreement, or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

ENDORSEMENT #000

This endorsement, effective 12 01 a m , January 1, 2021, forms a part of
Policy No CGD7409936 issued to E.R SNELL CONTRACTOR, INC
By Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged

XIL 424 0605

©, 2005, XL America, Inc.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization</p> <p>As required by written contract or agreement entered into prior to loss. Information required to complete this Schedule, if not shown above, will be shown in the declarations.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" This waiver applies only to the person or organization shown in the Schedule above

ENDORSEMENT #

This endorsement, effective 12:01 a.m , January 1, 2021 forms a part of
Policy No CGD7409936 issued to E.R. SNELL CONTRACTOR, INC
by XL SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below

Name of Person(s) or Entity(ies)	Mailing Address	Number of Days Advanced Notice of Cancellation
E R Snell Contractor, Inc	1785 Oak Road Snellville, GA 30078	30 Days

All other terms and conditions of the Policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

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

Schedule

Additional Insured(s)	Work
WHERE REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS	ALL OPERATIONS

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of.

- 1 You, while using a covered "auto", or
- 2 Any other person, except the additional insured or any employee or agent of the additional insured operating a covered "auto" with your permission,

in the performance of your work as described in the Schedule above

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY

All other terms and conditions of this policy remain unchanged

ENDORSEMENT #001

This endorsement, effective 12 01 a m , January 1, 2021, forms a part of
Policy No CAD740993701 issued to E R SNELL CONTRACTOR, INC.
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

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

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract

All other terms and conditions remain unchanged



Authorized Representative
Joseph A Tocco

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

<p>Named Insured: E R SNELL CONTRACTOR, INC</p> <p>Endorsement Effective Date: JANUARY 1, 2021</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW)</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization

ENDORSEMENT #00

This endorsement, effective 12 01 a m , January 1, 2021, forms a part of
Policy No CAD7409937 issued to E R SNELL CONTRACTOR, INC
By Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below

Name of Person(s) or Entity(ies)	Mailing Address	Number of Days Advanced Notice of Cancellation
AS PER SCHEDULE ON FILE WITH THE COMPANY		30

All other terms and conditions of the Policy remain unchanged

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

When required by contract or written agreement prior to loss and allowed by law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement January 1, 2021

Effective Policy No. CWG7409934

Endorsement No

Insured E. R. SNELL CONTRACTOR, INC

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 03 13
(Ed 4-84)

This endorsement, effective 12 01 a m , January 1, 2021, forms a part of
Policy No CWG7409934 issued to E R SNELL CONTRACTOR, INC
by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium,
advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification
schedule shown below

Name of Person(s) or Entity(ies)	Mailing Address	Number of Days Advanced Notice of Cancellation
		30

All other terms and conditions of the Policy remain unchanged

This endorsement changes the policy to which it is attached and is effective on the date issued unless
otherwise stated

**(The information below is required only when this endorsement is issued subsequent to
preparation of the policy.)**

Endorsement Effective January 1, 2021	Policy No CWG7409934	Endorsement No
Insured E R SNELL CONTRACTOR, INC	Premium \$Included	

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

Waiver of Our Right to Recover from Others Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following

Excess Workers Compensation and Employers Liability Policy

In consideration of an additional premium of \$included, it is agreed that we have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce this right against the person or organization named in the Schedule below. This agreement applies as follows:

- 1 that you perform work under a written contract that requires you to obtain this agreement,
- 2 that you entered into a written contract prior to the loss, and
- 3 we agree to also waive our right of recovery but only with respect to such loss.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule

Schedule

Where required by written agreement signed prior to loss.

All other policy terms and conditions remain unchanged.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always	Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy
Endorsement Number	Issued to E R SNELL CONTRACTOR, INC
Policy Number CWE7409937	Effective Date of this Endorsement January 1, 2021
XL Specialty Insurance Company	Countersigned by _____ Authorized Representative

Includes copyrighted material of National Council on Compensation Insurance Inc. with its permission

ENDORSEMENT #

This endorsement, effective 12:01 a.m., January 1, 2021 forms a part of
Policy No. CWE7409935 issued to E. R. SNELL CONTRACTOR, INC
by XL SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below.

Name of Person(s) or Entity(ies)	Mailing Address	Number of Days Advanced Notice of Cancellation
E. R. Snell Contractor, Inc.	1785 Oak Road Snellville, GA 30078	30 Days

All other terms and conditions of the Policy remain unchanged.