

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
ANNA MCCOY, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MOMTAHAN
STEPHANIE WARMOTH
DANNY CARTER

City of Villa Rica



INT CITY MANAGER: DIANA DESANTO
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: KEVIN DRUMMOND

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

SPECIAL CALLED CITY COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street

April 28, 2025 | 5:00 PM

Meeting Call to Order (Mayor Leslie McPherson)

Adoption of the Agenda (Mayor Leslie McPherson)

A. Governing Body (Mayor Leslie McPherson)

1. Discussion of Appointment of Interim City Manager

B. Finance (Jennifer Hallman, CFO/Interim Deputy City Manager)

1. Approve the property & liability insurance renewal with Georgia Interlocal Risk Management Agency (GIRMA) (Jennifer Hallman, CFO/Interim Deputy City Manager)
2. Approve the excess (supplemental) cyber liability insurance renewal through Georgia Interlocal Risk Management Agency (GIRMA) (Jennifer Hallman, CFO/Interim Deputy City Manager)
3. Ratify the Right-of-Way Services Agreement with BM&K (Jennifer Hallman, CFO/Interim Deputy City Manager)
4. Refund of TAD property tax due to an appeal - Discussion Only (Jennifer Hallman, CFO/Interim Deputy City Manager)
5. Certify the Estimate Roll-Back Millage Rate at 5.588 (Jennifer Hallman, CFO/Interim Deputy City Manager)

C. Public Works (Hal Burch, Director)

1. 2025 Church Street Paving Project (Mark Teal, Engineer Consultant)

D. Utilities (John Bain, Director)

1. Emergency Repair of Cowan's Lake Dam and Resolution (John Bain, Director)

E. Executive Session (Kevin Drummond, City Attorney)

1. Meeting to discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(D).
2. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Renewal with GIRMA for Property & Liability Insurance

AGENDA DATE: 04/28/25

DATE PREPARED: 04/10/25

PREPARED BY: Jennifer Hallman

AMOUNT: \$410,202

GL ACCOUNT #: ###-####-523100 (Liability Insurance accounts from all departments)

FUNDING SOURCE: Operating Budgets

BUDGETED ITEM? Yes

PURPOSE: To approve a renewal with Georgia Interlocal Risk Management Agency (GIRMA) for property & liability insurance for the period of May 1, 2025 to May 1, 2026.

BACKGROUND: The terms of the renewal are attached. This quote is \$410,202 which is 10% higher than the 2024-2025 quote of \$374,197.

Per GIRMA, *“Please note the target change to the billed contribution for every member is an 8% rate increase. Any changes to exposures or individual loss experience may further impact the contribution as well. There are several key factors driving the need for an increase, most notably unfavorable claim trends (Auto Liability and Property) and high inflation levels which impact the replacement and repair costs of vehicles and buildings.”*

<u>Line of Coverage</u>	<u>2024/2025</u>	<u>2025/2026</u>	<u>\$ Variance</u>	<u>% Variance</u>
General Liability	\$57,455	\$56,311	\$(1,144)	-2%
Law Enforcement Liability – Before Credit	67,636	67,275	(361)	-1%
<i>Law Enforcement Initiative Credit Amount</i>	<i>(13,527)</i>	<i>(13,455)</i>	<i>72</i>	<i>-1%</i>
Law Enforcement Liability – After Credit	54,109	53,820	(289)	-1%
Public Officials Liability	35,430	35,867	437	1%
Automobile Liability	88,730	87,371	(1,359)	-2%
Automobile Physical Damage	22,920	22,785	(135)	-1%
Property – Buildings & Contents	129,343	159,856	30,513	24%
Mobile Equipment	3,296	3,611	315	10%
Police Animal Mortality	3,500	3,500	-	0%
Crime / Fidelity	3,537	3,450	(87)	-2%
Boiler & Machinery	9,258	12,329	3,071	33%
Uninsured Motorist	1,364	1,344	(20)	-1%
Sub Total	\$408,942	\$440,244	\$31,302	8%
Less Renewal Credit	(34,745)	(30,042)	4,703	-14%
Total	\$374,197	\$410,202	\$36,005	10%

STAFF RECOMMENDATION: To approve the agreement with GIRMA for liability insurance.

IMPACT: Five (5) months of expenses (\$170,918) will be posted to the 2025 operating budget and seven (7) months (\$239,284) of the total will be posted to prepaid expenses for the 2026 budget year.

MOTION: I make the motion that we approve the renewal with Georgia Interlocal Risk Management Agency for the period of May 1, 2025 to May 1, 2026 in the amount of \$410,202.

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

RENEWAL TERMS FOR 2025-2026

CITY OF VILLA RICA

VI2

571 West Bankhead Highway
Villa Rica, GA 30180

Coverage Period:

May-01-2025 to May-01-2026

Presented by:



201 Pryor Street
Atlanta, GA 30303

Quote Date:

4/1/2025

Administered by:

Lockton Companies

3280 Peachtree Road NE #1000
Atlanta, GA 30305

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2025-2026

CITY OF VILLA RICA

General Liability and Law Enforcement Liability	Limit of Liability
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products / Completed Operations	\$1,000,000
Failure to Supply Utilities	\$1,000,000
Fire Legal Liability	\$1,000,000
Law Enforcement Liability	\$1,000,000
General Aggregate	\$5,000,000
Medical Payments	Excluded
Form	Occurrence
General Liability Deductible	\$10,000
Law Enforcement Liability Deductible	\$10,000
Employee Benefits Liability	\$1,000,000
Employee Benefits Aggregate	\$5,000,000
Form	Occurrence
Deductible	\$10,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limit
- Special Events Liability
- Athletic Participants Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft & Watercraft
- Liquor Liability
- Limited Drone Coverage (\$50,000)
- Garage Liability
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations
- Police Animal Liability
- Assault and Battery
- Inmate Medical Coverage
- Sexual Abuse Coverage
- Worldwide Territory

Disclaimer:

These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2025-2026

CITY OF VILLA RICA

Public Officials / Errors & Omissions Liability	Limit of Liability
Each Wrongful Act or Occurrence	\$1,000,000
Aggregate Limit	\$5,000,000
Form	Occurrence
Deductible	\$10,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limits
- Pay on Behalf Basis
- Personal Injury – to include:
 - Mental Anguish
 - Shock
 - Humiliation
- Employment Practices Liability – including coverage for:
 - Libel
 - Slander
 - Defamation
 - Sexual Harassment
 - Sexual Abuse
- Americans with Disabilities Act (ADA)
- Zoning Claims Seeking Monetary Demands
- Civil Rights Violations
- Services Performed Under a Mutual Aid Agreement

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Disclaimer:

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2025-2026

CITY OF VILLA RICA

Automobile Liability	Limit of Liability
Combined Single Occurrence Limit	\$1,000,000
Uninsured Motorists Liability	\$75,000
Hired & Non-Owned Liability	\$1,000,000
Medical Payments	Excluded
Deductible	\$5,000
Uninsured Motorist Deductible	\$2,000

Automobile Physical Damage	Limit of Liability
Limit	Actual Cash Value
Hired Physical Damage	Included
Vehicles Covered	Per Schedule
Comprehensive Deductible	\$5,000
Collision Deductible	\$5,000
Hired Physical Damage Deductible	\$5,000

Coverage Features:

- Automatic Coverage for Vehicles up to \$100,000 in value
- Automatic Liability Coverage for new vehicles
- Deductible Per Occurrence

	Limit of Liability
Crime / Fidelity	
Blanket Employee Dishonesty	\$500,000
Forgery or Alteration	\$500,000
Computer Crime	\$500,000
Money and Securities	\$500,000
Social Engineering Fraud	\$25,000
Deductible	\$5,000
Social Engineering Deductible Only	\$2,500

Coverage Features:

- Faithful Performance Included
- Includes all local and state required bonds

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2025-2026

CITY OF VILLA RICA

Property	Limit of Liability
Total Insured Values	\$115,813,540
Blanket Building & Contents	\$113,215,260
Mobile Equipment	\$2,598,280
Computers ("EDP")	Included
Flood Limit – Including Zones A and V	\$10,000,000
Earthquake Limit	\$10,000,000
Coinsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile Equipment	Actual Cash Value
Deductible – Buildings & Contents All Perils (Tier 1 Only-All Perils except Named Windstorm)	\$5,000
Deductible – Mobile Equipment All Perils (Tier 1 Only-All Perils except Named Windstorm)	\$5,000
Deductible – Named Windstorm for Tier 1 Only* * Applies separately to (1) Each separate building. (2) The value of personal property located in each separate building. (3) Each item of Mobile Equipment. (4) Actual value of Business Interruption and Extra Expense loss for the 12 months immediately following the date of the direct physical loss.	1% per unit
Automatic Coverage Extensions:	
Business Interruption	\$500,000
Extra Expense	\$500,000
Computers ("EDP")	\$500,000
Builders Risk	\$500,000
Property in Transit	\$500,000
Valuable Papers	\$500,000
Equipment Breakdown	Limit of Liability
Limit Per Occurrence	\$100,000,000
Ordinance or Law Limit	\$100,000,000
Hazardous Substance	\$250,000
Deductible	\$5,000
Automatic Coverage Extensions	
Ammonia Contamination	\$1,000,000
Expediting Expenses	\$10,000,000
Service Interruption	\$100,000,000
Spoilage / Consequential Damage	\$10,000,000
Water Damage	\$1,000,000

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2025-2026

CITY OF VILLA RICA

Cyber	Limit of Liability
Security & Privacy Liability	\$250,000
Regulatory Action Sublimit of Liability	\$250,000
Event Management	\$250,000
Cyber Extortion	\$250,000
Deductible	\$10,000

Police Animal Mortality Coverage	Limit of Liability
Scheduled Limit	\$35,000
Deductible	Nil

Risk Management Services

<u>Type of Service</u>	<u>Annual Contribution</u>
Loss Control & Safety Training	
On Site Visitation	Included
Awareness Training	Included
Awareness Through Safety Bulletins	Included
Automobile Drivers Training	Included
Access to Safety Videos	Included
Safety Grant	
Based on a Contribution Volume and up to \$10,000	Included
*Subject to Approval & Requirements	
Employment Practices Help Line	
Legal Advice	Included
Property Appraisals	
Building Valuations	Included
Contents and Historical Valuations	Included
Crisis Management	
Provides \$50,000 for expenses incurred in response to a Crisis Event including Workplace Violence	Included

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2025-2026

CITY OF VILLA RICA

Contribution Summary

<u>Line of Coverage</u>	<u>Annual Contribution</u>
General Liability	\$56,311
Law Enforcement Liability – Before Credit	\$67,275
<i>Law Enforcement Initiative Credit Amount</i>	<i>\$13,455</i>
Law Enforcement Liability – After Credit	\$53,820
Public Officials Liability	\$35,867
Automobile Liability	\$87,371
Automobile Physical Damage	\$22,785
Property – Buildings & Contents	\$159,856
Mobile Equipment	\$3,611
Police Animal Mortality	\$3,500
Crime / Fidelity	\$3,450
Boiler & Machinery	\$12,329
Uninsured Motorist	\$1,344
Sub Total	\$440,244
Less Renewal Credit	\$30,042
Total	\$410,202

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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Excess (Supplemental) Cyber Liability Insurance
AGENDA DATE: 04/28/25

DATE PREPARED: 04/10/25
PREPARED BY: Jennifer Hallman

AMOUNT: \$14,040
GL ACCOUNT #: 100-1110-523100
FUNDING SOURCE: General Fund Operating Budget
BUDGETED ITEM? Yes

PURPOSE: To approve supplemental cyber liability insurance.

BACKGROUND: When we applied for renewal of our liability insurance with GIRMA, there was an application for supplemental cyber liability insurance. This coverage does include access to a panel of resources for mediation if needed, for instance, in the case of a ransomware attack. The cyber liability market is very challenging for all industry sectors, but particularly the public entity. The quoted price is \$14,040 compared to \$15,600 last year.

Per GIRMA – *“We have completed a marketing effort this year and obtained renewal quotes through Tokio Marine- Houston Casualty Company. This is the same carrier that provides claims handling for the primary cyber coverage through GIRMA. This will streamline the claims handling process so there is only one carrier where cyber claims will need to be reported. We were also successful in negotiating flat or improved pricing for the renewal.”*

STAFF RECOMMENDATION: To approve excess cyber liability insurance renewal.

MOTION: I move to approve the excess cyber liability insurance renewal for the quoted price of \$14,040.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Ratify the Right of Way Services Agreement with BM&K
AGENDA DATE: 04/28/25

DATE PREPARED: 04/15/25
PREPARED BY: Jennifer Hallman, Interim Deputy City Manager/CFO

AMOUNT: \$107,300
GL ACCOUNT #: 270-4210-541401
FUNDING SOURCE: Eastside TAD
BUDGETED ITEM? Yes

PURPOSE: To ratify the right-of-way services agreement with BM&K.

BACKGROUND:

On May 14, 2024 a BM&K right-of-way service agreement was brought before the Council. The agenda item addressed pre-acquisition costs (\$36,600); however, the entire agreement for pre-acquisition, appraisal review fees, acquisition fees and r/w certification issues (\$107,300) was attached and signed by the former City Manager. The agreement needs to be ratified for Finance to proceed with paying BM&K invoices for all services listed in the agreement.

STAFF RECOMMENDATION: To ratify the right-of-way services agreement with BM&K.

MOTION: I move to ratify the right-of-way services agreement with BM&K.



www.bmandk.com

May 15, 2024

Tom Barber, City Manager
City of Villa Rica
571 Bankhead Hwy
Villa Rica, GA 30180

RE: Villa Rica Parkway
Carroll County

Dear Mr. Barber:

Thank you for giving us the opportunity to bid on R/W services for Villa Rica Parkway in Carroll County. Attached are our fees to acquire the necessary rights of way on this project.

If you have questions, please contact me at 404-291-9577 or at mickie@bmandkinc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mickie McJunkin".

Mickie McJunkin
R/W Manager

Attachments

Villa Rica Parkway - Carroll County

Pre-Acquisition Services:

Various pre-acquisitions services for 19 Parcels will be conducted. Some of these services are outlined below.

- Review Title Work
- Prepare Appraisal Project Inspection Checklist (\$2,000)
- Review R/W Plans and submit request to Design for any necessary changes
- Hold Property Owners Meeting (\$4,000- 4 People)
- Prepare Property Management Forms (6-7 Residential Structures)
- Conduct Relocation Interviews (Approx. 8 Displacees) \$7,200
- Prepare Relocation Packages for Displaced Occupants (Assume 8) \$12,000
- Attend any necessary meetings with City
- Prepare necessary Reports as may be needed to track project

Pre-Acquisition: \$600/Parcel x 19= \$11,400

Appraisal checklist \$2,000

Property Owner's Meeting \$4,000

Relocation Interviews \$7,200

Relocation Packages \$12,000

Total \$36,600

Appraisal Fees: Not included. These services have been obtained by another vendor.

Appraisal Review Fees: 14 x 388 N Reports x \$1,000/Parcel= **\$14,000**

Note: Additional Parcels may be required.

Negotiations: (AS NEEDED)

Owner Interest: 19 x \$1,900 = \$36,100

Other Interest: 1 x \$1,900 = \$ 1,900

Relocation Offers 8 x \$1,900 = \$15,200

Revised Offers 1 x \$ 500 = \$ 500

TOTAL \$53,700

The above fees also include BM&K preparing the necessary closing packages which are comprised of the R/W Deed with Legals and Plats to furnish to the City Attorney to assist with closings.

Villa Rica Parkway - Carroll County

R/W Certification Issues: \$3,000.00 (Lump Sum)

- Finalize Property Management issues required to certify the project
- Prepared R/W Certification Package

Services not included in this proposal

- (1) Attorney Fees
- (2) Condemnation Petition Preparation
- (3) Condemnation Testimony
- (4) Appraisal Fees
- (5) Attorney Fees

Start Date

BM&K appreciates the opportunity to provide this scope of services to you. We can begin work on subject project as soon as we receive notice from you and an executed contract.

TOTAL COST

Pre-Acquisition Services: \$36,600

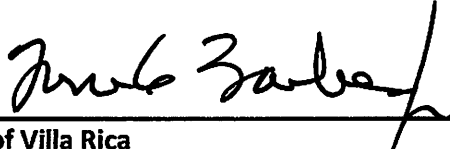
Appraisal Review Fees: \$14,000

Acquisition Fees: \$ 53,700

R/W Certification Issues: \$3,000

TOTAL: \$107,300.00

5-15-24



Approved- City of Villa Rica

5-17-2024



RIGHT OF WAY SERVICES

Villa Rica Parkway

May 1, 2024

Submitted To: City of Villa Rica

Submitted By: BM&K, PC

P.O. Box 878

Braselton, Georgia 30517



FIRM QUALIFICATIONS

BASIC SCREENING INFORMATION:

a. **COMPANY NAME**

BM&K, PC

b. **COMPANY HEADQUARTER ADDRESS**

6700 Hwy 53
Braselton, GA 30517

c. **CONTACT INFORMATION**

Mickie McJunkin, Vice President
Office: (706) 824-0514 ext. 729
Cell: (404) 291-9577
Email: mickie@bmandkinc.com

d. **WEBSITE**

www.bmandk.com

e. **ADDRESSES**

BRASELTON OFFICE:

6700 Hwy 53
Braselton, GA 30517

CANTON OFFICE:

103 Mountain Brook Drive
Suite 112
Canton, GA 30115

f. **STAFF – COMBINED BRASELTON & CHEROKEE OFFICES**

<u>DISCIPLINE:</u>	<u>NUMBER OF EMPLOYEES:</u>
Right of Way Acquisition	5
Right of Way Trainee	2
Appraisers	2
Engineering	8
Administrative/Support Staff	5
Construction and Inspections	11
TOTAL NUMBER OF EMPLOYEES	33

g. **OWNERSHIP**

Form of Ownership: Corporation
State of Incorporation: Georgia
Number of Years in Business: 18

BM&K CONSTRUCTION & ENGINEERING

ABOUT US

BM&K Construction & Engineering, founded in 2006 by Donald B. Clerici, PE, is a multi-disciplined engineering, construction management, land acquisition and real estate brokerage firm. We offer a diverse range of professional services to public and private clients including: civil engineering, construction management, program management, general contracting, and land acquisition. BM&K has proudly served as transportation engineers, program managers and construction managers through all phases of construction and design of various transportation projects.

LEADERS IN PERFORMANCE

Over the last few years, our construction, engineering, and land acquisition divisions have worked in over 40 Georgia Counties and have focused heavily on the following types of projects: Right of Way Appraisal and Acquisition Services, Transportation and Public Works, Civil Engineering and Development Services, Program Management, Construction Management

BM&K has a proven system that enables us to deliver projects on time and within budget, as well as meeting all reporting and administrative needs for complex public projects. We strive to provide hands-on accessible project managers and engineers who are experienced working on high-profile, highly visible projects. Our client base reinforces this guiding principle by rewarding us with repeat business.

THE RIGHT TEAM

BM&K has experienced personnel for any project. Our teams feature diverse groups of experienced personnel who will work hand-in-hand with project owners to ensure there is adequate supervision and the quality the client desires. Our professional staff has a diverse background in project management ranging from public safety and local government to recreational park development and transportation. This wide range of experience enables our team to work on a variety of projects.

All of our team members have worked together on other projects. All members have worked on both Local Government and DOT projects. BM&K has worked closely with Local Government Agencies to build relationships and to provide R/W services for over 15 years. With our knowledge and skillset, we are very familiar with GDOT guidelines and Federal policies. All of our Agents attend any required DOT and FHWA training classes to keep familiar with current guidelines.

BM&K offers In-House Cost to Cure, Trade Fixture and Sign Estimating services. We can deliver these reports in-house when needed and can control the time line of the delivery of these reports. We will work closely with the acquisition and design team to ensure that we have addressed the problems of each parcel.

BM&K BY THE NUMBERS

\$175M

Total Value Managed Programs

33

Employees

300+

Years of Combined Experience

90

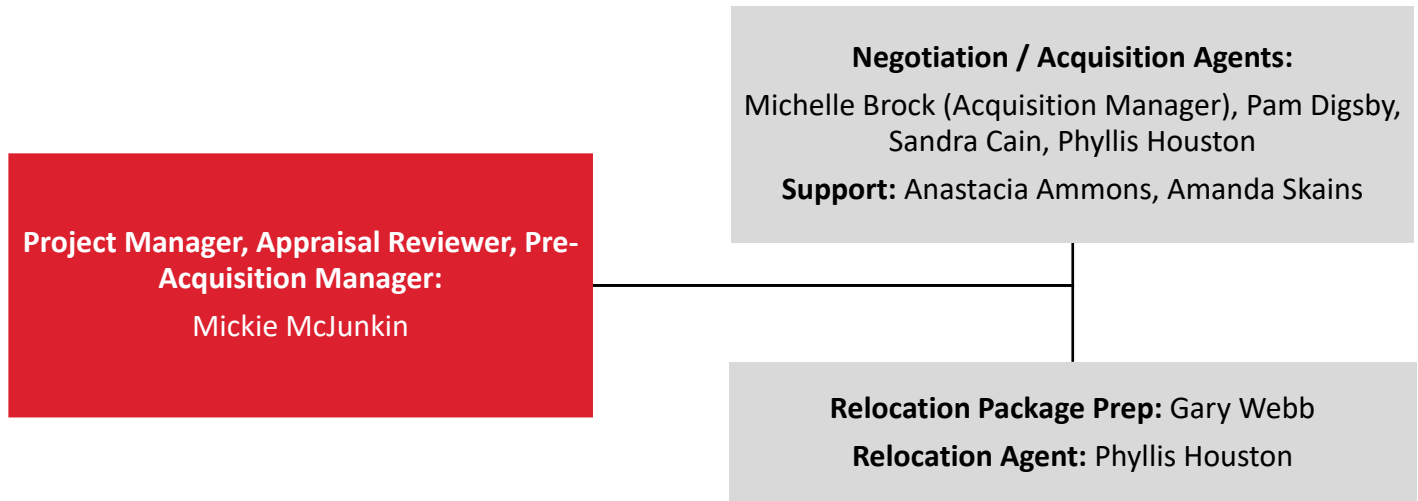
Counties Worked In

1000+

Right of Way Projects

\$375M

CEI & Oversight Projects



Team Member	Years of Applicable Experience
Mickie McJunkin – Project Manager, Appraisal Reviewer, Pre-Acquisition Manager	53
Michelle Brock – Acquisition Manager	38
Pam Digsby – Acquisition Agent	45
Sandra Cain – Acquisition Agent	2
Ana Ammons – Acquisition Agent, Support	16
Amanda Skains – Support	2
Gary Webb – Relocation Package Prep	17
Phyllis Houston – Acquisition Agent, Relocation Agent	23
TOTAL	196 years



MICKIE McJUNKIN

EDUCATION:

Dekalb Community College
Appraisal Institute

CERTIFICATIONS AND TRAINING:

- Certified General Appraiser: #3213
- Georgia Real Estate License: #296016
- GDOT LPA Certification
- FHWA LPA Certification
- GDOT Qualified Designations - Right of Way Project Manager, Pre-Acquisition, Acquisition Manager, Negotiation-Closing, Relocation negotiation, Appraisal (Level 3), Review Appraiser, Detailed Cost Estimator, Preliminary Cost Estimator, Conceptual Stage Study, District Acquisition Support Consultant, Court Coordinator

AWARDS:

- James F. Condon
- FHWA Excellence in R/W
- GPTQ-2021 RW Award for PI0014131-SR20 Corridor, Cherokee County AND 2023 RW Award for Jones Bridge Road in Johns Creek, Fulton County

CONTACT:

706-824-0514
mickie@bmandkinc.com

RIGHT OF WAY DIRECTOR

Mrs. McJunkin joined BM&K in 2008 to serve as Right of Way Director for private, state, and local government agency projects. Mickie retired from GDOT in 2005 with 34 years of service where she served in various R/W positions such as: State Acquisition Manager, District R/W Manager, and R/W Team Manager and retired as the Assistant State R/W Administrator. She managed the Statewide R/W program to ensure that projects were delivered on time and within budget, as well as the R/W Teams statewide, Condemnation Office, Local Government Office, Consultant Program, Project Certification and Funding. Since her retirement from GDOT, she has worked in the R/W industry for an additional 18 years as a R/W Project Manager, Review Appraiser and Valuation Service Manager.

PROJECT EXPERIENCE

SR20 CORRIDOR WIDENING | RIGHT OF WAY PROGRAM MANAGER: Cumming to Canton; duties include oversight of all Pre-Acquisition, Acquisition, Project Management, Relocation, Property Management and Valuation activities. There are 900± parcels to be acquired for this project including 125± relocations. Right of Way Certification will be scheduled in phases to conclude in October 2024.

US78/SR124 CONTINUOUS FLOW INTERCHANGE | ACQUISITION MANAGER: Gwinnett County (PI#0006439); This project was located at the intersection of US 78 and SR 124 in Snellville, Ga. It was a very complex project in a heavy commercial corridor. The duties included oversight of all Pre-Acquisition, Acquisition, Project Management, Relocation and Property Management activities. There were 39 parcels to be acquired for this project including 13 relocations. Right of Way was certified in March 2017.

MASTER PRIME VALUATION CONTRACT FOR GDOT DISTRICT 6 | PROJECT MANAGER: Managed the appraisal oversight over all projects in NW GA for DOT under the master prime contract. The projects require acquisition from 180 parcels in a mixed residential/commercial corridor. Responsibilities include the oversight of appraisal services, cost to cure services, sign reports, moving estimates, and trade fixture reports. This project is scheduled for Right of Way certification in August 2019.

CITY OF MILTON | RIGHT OF WAY PROJECT MANAGER: Oversees all Right of Way services for the City of Milton. Right of Way services include: Pre-Acquisition, Appraisal Oversight, Conceptual Stage Studies, Acquisition, Property Management and Project Certification.

AVONDALE ESTATES – US278, PI15071, DEKALB COUNTY: Project Manager of US 278 sidewalk and controlled access project in Avondale Estate. This is a local project. This project consisted of 30 parcels. Duties included oversight of pre-acquisition, project management, and condemnation activities.

ATLANTA BELTLINE: Project Manager of several projects for the Atlanta Beltline in the City of Atlanta. Managed acquisition services for several high-profile projects in downtown Atlanta to include the Atlanta Beltline Southside Trail, Ponce de Leon/Beltline Connection, and the Atlanta Beltline Westside Trail.

SR20 CORRIDOR, PI 0014131 CHEROKEE, PI002862 CHEROKEE/FORSYTH, PI0014132 CHEROKEE/PM | PROJECT MANAGER: Project Manager over the widening of SR20 from Canton to Cumming. Duties included oversight of pre-acquisition, acquisition, project management, relocation and condemnation activities. PI0014131 included 111 parcels and 30 relocations, completed July, 2021. PI002862 included 275 parcels and 50 relocations and was to be Let to construction in August, 2021. PI0014132 includes 133 parcels and 30 relocations. PI 0014132 is scheduled to be Let to Construction in October, 2023.

STP00-0002-00(626) BARTOW, US41 AND US411 IN BARTOW COUNTY: Acquisition Manager over this widening project of US 41. It involved all commercial properties. There were 34 parcels with 8 relocations. Duties included oversight of pre-acquisition, acquisition, acquisition management, relocation and condemnation activities. This was a federally funded project.



MICHELLE BROCK

EDUCATION:

Lanier Technical College
Appraisal Institute
National Highway Institute

CERTIFICATIONS AND TRAINING:

- Certified General Appraiser: #6511
- Georgia Real Estate License: #365753
- GDOT Qualified Designations- Pre-Acquisition, Acquisition, Relocation, Project Manager, Administrative Appeals, Preliminary Cost Estimator, Concept Team Meetings, Court Coordinator
- GDOT LPA Certification
- FHWA LPA Certification

CONTACT:

706-824-0514
michelle@bmandkinc.com

RIGHT OF WAY ACQUISITION MANAGER

Mrs. Brock had a 29-year career with the Georgia Department of Transportation and she served in Right of Way positions of Assistant State Right of Way Acquisition Manager, District Right of Way Team Manager, and Right of Way Specialist, and retired in 2015. She joined the team of BM&K in September 2015 and serves as the Right of Way Acquisition Manager for both state and local government agency projects as well as private projects.

PROJECT EXPERIENCE

Right of Way Acquisition Agent for federally funded projects in Barrow County, Fulton County, Gwinnett County, Clarke County, Cherokee County, Forsyth County, Rabun County, Hall County, City of Gainesville, City of Holly Springs, Town of Braselton and City of Johns Creek, to include the following projects:

- Lanier Islands Parkway, Hall County
- I-985/Martin Road Interchange, Hall County
- SR120/Kimball Bridge Road, Fulton County
- Ed Hogan Road, Barrow County
- Palm Street Sidewalk, City of Holly Springs
- US78/SR124 CFI, City of Snellville
- SR369 Turn Lanes, Hall County
- I-285/SR400 Interchange, Fulton County
- Atlanta Beltline - Ponce de Leon Avenue
- SR9, Forsyth County
- US441, Rabun County
- SR20 Corridor, Forsyth and Cherokee County, PI0014131, PI0014132, PI0014133, PI0002862, PI0003682
- Pinecrest Lane/Davis Street Sidewalk, Town of Braselton, PI0015391



PAM DIGSBY

EDUCATION:

Coosa Valley Technical
College
Appraisal Institute

CERTIFICATIONS AND TRAINING:

- Certified General Appraiser: #6559
- Georgia Real Estate License: #362099
- GDOT Qualified Designations- Pre-Acquisition, Acquisition, Relocation, Cost Estimating Services, Project Manager & Administrative Appeals
- GDOT LPA Certification
- FHWA LPA Certification

AWARDS:

- GPTQ-2021 RW Award for PI0014131-SR20 Corridor, Cherokee County
- 2023 RW Award for Jones Bridge Road in Johns Creek, Fulton County

CONTACT:

706-824-0514
pam@bmandkinc.com

SENIOR RIGHT OF WAY AGENT

Mrs. Digsby had a 33-year career with the Georgia Department of Transportation and she served as Assistant State R/W Team Manager and retired in 2012. During her 33-year career, she served in the office of Right of Way for 23 years and served as a drafter in road design for 10 years. She had managed numerous projects in the Cartersville district. Mrs. Digsby joined BM&K in April 2016.

PROJECT EXPERIENCE

Project Manager for federally funded projects in Cherokee, Fulton and Gwinnett Counties, to include the following local projects:

- Holly Springs Parkway Phase II, City of Holly Springs
- US78, Gwinnett County
- SR9, Fulton County
- I-285/GA400, Fulton County

Mrs. Digsby serves out of our Holly Springs office and offers Project Management services to all projects in the North Western portion of the state. She also assists the engineers with Cost To Cure Reports. In addition, she provides plan review and design revision recommendations to lessen impacts on properties. Her drafting and design technology experience provide her the skills to be very knowledgeable of R/W plans and design issues related to R/W impacts. Finally, she prepares cost estimates, reviews offers, performs plan review of R/W plans, coordinates with designers for plan modifications, make offers to owners, relocation offers.

Georgia Department of Transportation:

- 2000-2012: District R/W Team Manager
- 1999-2000: Assistant Team Manager
- 1989-1999: R/W Agent
- 1979-1989: Drafter



SANDRA CAIN

EDUCATION:

University of Georgia

CERTIFICATIONS AND TRAINING:

- Georgia Real Estate License: #428151
- GDOT Qualified Designations- D-4-B Negotiation Agent 1

CONTACT:

706-824-0514

scain@bmandkinc.com

RIGHT OF WAY AGENT

Ms. Cain has experience in reading plans, cross sections and data sheets, meeting with property owners, preparing offer packages, and relocation interview documents. She has worked on projects with the Georgia Department of Transportation as well as local counties and municipalities. Sandra also assists BM&K's engineering department with cost-to-cures by gathering field data.

PROJECT EXPERIENCE

SR20 CORRIDOR WIDENING

Cumming to Canton, GA; Cherokee County (PI0014131, PI0014132, PI0014133), Cherokee/Forsyth Counties (PI0002862), Forsyth County (PI0003682); Sandra prepared offer packages, relocation interview documents, and met with property owners. She also gathered field data to assist with cost-to-cures and drawings, as well as on-site inspections and staking.

PAULDING COUNTY PROJECTS

Paulding County, GA; CR72/Cedarcrest Road from Harmony Grove Church Road to Cobb County Line (PI0013700); SR61 Widening, CR461/Dallas Nebo Road to SR6/US278/Dallas Bypass Widening (PI0013702); Gullledge Road; Sandra prepared offer packages, relocation interview documents, and met with property owners. She also gathered field data to assist with cost-to-cures and drawings, as well as on-site inspections and staking.

CITY OF MILTON PROJECTS

Milton, GA; Big Creek Greenway; Bethany Road at Providence Road Roundabout; Morris Road Widening; Sandra prepared offer packages, relocation interview documents, and met with property owners. She also gathered field data to assist with cost-to-cures and drawings, as well as on-site inspections and staking.

HOLLY SPRINGS PARKWAY WIDENING

Holly Springs, GA; Roadway widening, Phase 3; Sandra prepared offer packages, relocation interview documents, and met with property owners. She also gathered field data to assist with cost-to-cures and drawings, as well as on-site inspections and staking.

CITY OF CARTERSVILLE PROJECTS

Sewer Easement; High Pressure Water Easement; Sandra prepared offer packages, relocation interview documents, and met with property owners. She also gathered field data to assist with cost-to-cures and drawings, as well as on-site inspections and staking.

GARY H. WEBB, PE

PRIMACQ GROUP, INC.

EDUCATION:

Georgia Institute of
Technology, Industrial
Engineering

Georgia College and State
University, MBA

CERTIFICATIONS AND TRAINING:

- GDOT Certified in
Acquisition Services –
D-1 R/W Project
Manager, D-2 Pre-
Acquisition, D-3
Acquisition Manager,
D-4-D Negotiation
Agent (Level 3), D-5
Relocation Negotiation
Agent, D-6
Administrative Review
Officer (Appeals), D-8
District Acquisition
Support Consultant, D-
9 ROW Training
Instruction
- Georgia Professional
Engineer 12724
- Georgia Real Estate
License - Associate
Broker 334783
- Association of State
Highway Engineers

RIGHT OF WAY PROJECT MANAGER/RELOCATION PACKAGE PREPARATION

With over seventeen (17) years of Right of Way experience, Mr. Webb is currently serving as Right of Way Project Manager, pre-acquisition coordinator and/or negotiator for several State Department of Transportation projects in Georgia.

- Vice President / Co-Principal - Primacq Group, Inc. (formerly Terrell, Hundley & Carroll), 2005- Present
- General Manager, Prince Service & Mfg., 2003-2005
- Adjunct Instructor, Macon State College, Business 2004-2005
- Vice-President, Utility Service Company, Inc. 1999-2002
- Senior Vice President, IMERYS Corporation (formerly ECC International), 1979-1999

PROJECT EXPERIENCE

Gary's most recent GDOT projects include Project Manager - SR9 (Forsyth County), I-75 Managed Lanes (Cobb - Cherokee), pre-acquisition and negotiation on MMIP projects I-285@ I20 Interchange Improvements & I285 Managed Lanes.

Previous projects include numerous GDOT Projects and Local Government Projects for City of Fairburn, City of Union City, City of Buford, City of Kennesaw, City of Monroe, City of Winder and City of Dallas.

Prior industrial experience includes roles in Engineering, Sales, Marketing, Operations and Senior Management, including Board Level. Experienced in acquisitions, broad-based quality initiatives and change management.

PHYLLIS HOUSTON

EDUCATION:

Georgia State University
Tri-County Technical College
Appraisal Institute
National Highway Institute

CERTIFICATIONS AND TRAINING:

- Georgia Real Estate Qualifying Broker
- GDOT Qualified Designations includes Pre-Acquisition, Acquisition Manager, Negotiation through Closing, Relocation Negotiation, Conceptual Stage Study; Relocation Benefits Package Prep
- GDOT LPA Certification
- FHWA LPA Certification

NEGOTIATION / RELOCATION AGENT

Ms. Houston has 23 years of experience in the right of way field. She started VESTA Acquisition in 2007 and has performed duties in each designation for which she is approved by GDOT for both State and Local Government agency projects.

PROJECT EXPERIENCE

Ms. Houston's most recent project experience includes:

- Acquisition Manager including Negotiations/Relocation for GDOT on S.R. 23 / US 87 Widening Bleckley/Dodge Counties
 - DeKalb County Local Government Sidewalk Program Henderson Road & Flat Shoals Road
 - Columbia County Local Government Delivery TIA Program Flowing Wells, SR 388 & SR 28
 - GDOT on SR 140 from SR 53 to US 41 Widening and reconstruction
 - Atlanta Beltline-Westside Trail project.
-



FEE PROPOSAL

April 30, 2024

Mark Teal, PE
TE2 Consulting
630 Longview Street
Carrollton, GA 30117

RE: Villa Rica Parkway, Carroll County

Dear Mark,

Thank you for giving us the opportunity to bid on Right of Way (R/W) services for Villa Rica Parkway in Carroll County. Outlined below are our fees to acquire the necessary rights of way on this project.

Pre-Acquisition Services:

Various pre-acquisitions services for 19 Parcels will be conducted. Some of these services are outlined below.

- Review Title Work
- Prepare Appraisal Project Inspection Checklist (**\$2,000**)
- Review R/W Plans and submit request to Design for any necessary changes
- Hold Property Owners Meeting (**\$4,000** - 4 People)
- Prepare Property Management Forms (6-7 Residential Structures)
- Conduct Relocation Interviews (Approx. 8 Displacees) **\$7,200**
- Prepare Relocation Packages for Displaced Occupants (Assume 8) **\$12,000**
- Attend any necessary meetings with City
- Prepare necessary Reports as may be needed to track project

Pre-Acquisition:

\$600/Parcel X 19 =	\$11,400
Appraisal checklist	\$2,000
Property Owner's Meeting	\$4,000
Relocation Interviews	\$7,200
Relocation Packages	\$12,000
TOTAL	\$36,600

Mark Teal

Page Two

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Appraisal Fees: Not included. These services have been obtained by another vendor.

Appraisal Review Fees: 14 x 388 N Reports x \$1,000/Parcel = **\$14,000**

Note: Additional Parcels may be required.

Negotiations: (AS NEEDED)

Owner Interest:	19 x \$1,900 = \$36,100
Other Interest	1 x \$1,900 = \$1,900
Relocation Offers	8 x \$1,900 = \$15,200
Revised Offers	1 x \$500 = \$500
TOTAL	\$53,700

The above fees also include BM&K preparing the necessary closing packages which are comprised of the R/W Deed with Legals and Plats to furnish to the City Attorney to assist with closings.

R/W Certification Issues: \$3,000.00 (Lump Sum)

- Finalize Property Management issues required to certify the project
- Prepared R/W Certification Package

Services not included in this proposal

- (1) Attorney Fees
- (2) Condemnation Petition Preparation
- (3) Condemnation Testimony
- (4) Appraisal Fees
- (5) Attorney Fees

Start Date

BM&K appreciates the opportunity to provide this scope of services to you. We can begin work on subject project as soon as we receive notice from you and an executed contract.

Mark Teal

Page Three

4-30-24

TOTAL COST

Pre-Acquisition Services	\$36,600
Appraisal Review Fees	\$14,000
Acquisition Fees	\$53,700
R/W Certification Issues	\$3,000
TOTAL	\$107,300.00

If you have questions, please contact me at 404-291-9577 or at mickie@bmandkinc.com.

Sincerely,

Mickie McLunkin

R/W Manager



ADMINISTRATION DOCUMENTS

GDOT Prequalification Forms

**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION**
RIGHT OF WAY PREQUALIFICATION CERTIFICATE**Name:**
Anastacia E. Ammons**Issue Date:**
*June 22, 2021***Address:**
BM&K
P.O. Box 878
Braselton, Georgia 30517**Date of Expiration**
*June 21, 2024***Signature:**

Troy A. Hill, ROW Administrator

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A – Relocation Services

- ☐ A-1 Conceptual Stage Study
- ☐ A-2 Relocation (Benefits Package Prep)
- ☐ A-3 Relocation Benefits Package Reviewer
- ☐ A-4 Relocation Benefits Training Instructor

B - Pre/Post Project Prep Services

- ☐ B-1 Plan Review
- ☐ B-4 Quit Claim Deed Preparation

C – Valuation Services

- ☐ C-1 Appraisal Report – Level
- ☐ C-2 Appraisal Review Report
- ☐ C-3 Cost-to-Cure Report
- ☐ C-4 Trade Fixture Report
- ☐ C-5 Sign Appraisal
- ☐ C-6 Environmental Assessment Report
- ☐ C-7 Septic Tank/Well Estimators
- ☐ C-8 Timber Report
- ☐ C-9 Detailed Cost Estimator
- ☐ C-9-A Detailed ROW Cost Estimator for Negotiation
- ☐ C-10 Preliminary Cost Estimator
- ☐ C-11 Concept Team Meetings

D – Acquisition Services

- ☐ D-1 RW Project Manager
- ☐ D-2 Pre-Acquisition Agent
- ☐ D-3 Acquisition Manager
- ☐ D-4-A Negotiation Agent Trainee
- ☒ D-4-B Negotiation Agent 1
- ☐ D-4-C Negotiation Agent 2
- ☐ D-4-D Negotiation Agent 3
- ☐ D-5 Relocation Negotiation Agent
- ☐ D-6 Administrative Review Officer (Appeals)
- ☐ D-7 Interpreter
- ☐ D-8 District Acquisition Support Consultant
- ☐ D-9 ROW Training Instructor

E – Property Management Services

- ☐ E-1 Asbestos Inspection
- ☐ E-2 Asbestos Abatement
- ☐ E-3 Demolition
- ☐ E-4 UST Removal
- ☐ E-5 Site Inspector
- ☐ E-6 Surplus Property Disposal Agent
- ☐ E-7 Surplus Property Leasing Agent
- ☐ E-8 Surplus Property Management Project Manager

F - Court Coordination Services

- ☐ F-1 Court Coordinator

V12_2020_12_23

**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION**
RIGHT OF WAY PREQUALIFICATION CERTIFICATE**Name:**
Michelle W. Brock**Issue Date:**
*October 28, 2021***Address:**
BM&K P.C.
P.O. Box 878
Gainesville, Georgia 30517**Date of Expiration**
*October 28, 2024***Signature:**

Troy A. Hill, ROW Administrator

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A – Relocation Services

- ☐ A-1 Conceptual Stage Study
- ☐ A-2 Relocation (Benefits Package Prep)
- ☐ A-3 Relocation Benefits Package Reviewer
- ☐ A-4 Relocation Benefits Training Instructor

B - Pre/Post Project Prep Services

- ☐ B-1 Plan Review
- ☐ B-4 Quit Claim Deed Preparation

C – Valuation Services

- ☐ C-1 Appraisal Report – Level
- ☐ C-2 Appraisal Review Report
- ☐ C-3 Cost-to-Cure Report
- ☐ C-4 Trade Fixture Report
- ☐ C-5 Sign Appraisal
- ☐ C-6 Environmental Assessment Report
- ☐ C-7 Septic Tank/Well Estimators
- ☐ C-8 Timber Report
- ☒ C-9 Detailed Cost Estimator
- ☒ C-9-A Detailed ROW Cost Estimator for Negotiation
- ☒ C-10 Preliminary Cost Estimator
- ☒ C-11 Concept Team Meetings

D – Acquisition Services

- ☒ D-1 RW Project Manager
- ☒ D-2 Pre-Acquisition Agent
- ☒ D-3 Acquisition Manager
- ☐ D-4-A Negotiation Agent Trainee
- ☐ D-4-B Negotiation Agent 1
- ☐ D-4-C Negotiation Agent 2
- ☒ D-4-D Negotiation Agent 3
- ☒ D-5 Relocation Negotiation Agent
- ☒ D-6 Administrative Review Officer (Appeals)
- ☐ D-7 Interpreter
- ☒ D-8 District Acquisition Support Consultant
- ☐ D-9 ROW Training Instructor

E – Property Management Services

- ☐ E-1 Asbestos Inspection
- ☐ E-2 Asbestos Abatement
- ☐ E-3 Demolition
- ☐ E-4 UST Removal
- ☐ E-5 Site Inspector
- ☐ E-6 Surplus Property Disposal Agent
- ☐ E-7 Surplus Property Leasing Agent
- ☐ E-8 Surplus Property Management Project Manager

F - Court Coordination Services

- ☒ F-1 Court Coordinator

V12_2020_12_23

Sandra Cain GDOT Prequalification

**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION**
RIGHT OF WAY PREQUALIFICATION CERTIFICATE**Name:**

Sandra Cain

Address:P O Box 878
Braselton, Ga 30517**Issue Date:**

January 24, 2024

Date of Expiration

January 24, 2027

Signature:

Kevin York, ROW Administrator

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A – Relocation Services

- ☐ A-1 Conceptual Stage Study
- ☐ A-2 Relocation (Benefits Package Prep)
- ☐ A-3 Relocation Benefits Package Reviewer
- ☐ A-4 Relocation Benefits Training Instructor

B - Pre/Post Project Prep Services

- ☐ B-1 Plan Review
- ☐ B-4 Quit Claim Deed Preparation

C – Valuation Services

- ☐ C-1 Appraisal Report – Level
- ☐ C-2 Appraisal Review Report
- ☐ C-3 Cost-to-Cure Report
- ☐ C-4 Trade Fixture Report
- ☐ C-5 Sign Appraisal
- ☐ C-6 Environmental Assessment Report
- ☐ C-7 Septic Tank/Well Estimators
- ☐ C-8 Timber Report
- ☐ C-9 Detailed Cost Estimator
- ☐ C-9-A Detailed ROW Cost Estimator for Negotiation
- ☐ C-10 Preliminary Cost Estimator
- ☐ C-11 Concept Team Meetings

D – Acquisition Services

- ☐ D-1 R/W Project Manager
- ☐ D-2 Pre-Acquisition Agent
- ☐ D-3 Acquisition Manager
- ☐ D-4-A Negotiation Agent Trainee
- ☒ D-4-B Negotiation Agent 1
- ☐ D-4-C Negotiation Agent 2
- ☐ D-4-D Negotiation Agent 3
- ☐ D-5 Relocation Negotiation Agent
- ☐ D-6 Administrative Review Officer (Appeals)
- ☐ D-7 Interpreter
- ☐ D-8 District Acquisition Support Consultant
- ☐ D-9 ROW Training Instructor

E – Property Management Services

- ☐ E-1 Asbestos Inspection
- ☐ E-2 Asbestos Abatement
- ☐ E-3 Demolition
- ☐ E-4 UST Removal
- ☐ E-5 Site Inspector
- ☐ E-6 Surplus Property Disposal Agent
- ☐ E-7 Surplus Property Leasing Agent
- ☐ E-8 Surplus Property Management Project Manager

F - Court Coordination Services

- ☐ F-1 Court Coordinator

V13_2022_12_23

**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PREQUALIFICATION CERTIFICATE****Name:**
Pamela G. Digsby**Issue Date:**
*January 25, 2023***Address:**
BM&K, Inc.
103 Mountain Brook Drive
Suite 112
Canton, Georgia 30115**Date of Expiration**
*January 25, 2026***Signature:** *Kevin D York*

Kevin York, ROW Administrator

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A – Relocation Services

- ☐ A-1 Conceptual Stage Study
- ☐ A-2 Relocation (Benefits Package Prep)
- ☐ A-3 Relocation Benefits Package Reviewer
- ☐ A-4 Relocation Benefits Training Instructor

B - Pre/Post Project Prep Services

- ☐ B-1 Plan Review
- ☐ B-4 Quit Claim Deed Preparation

C – Valuation Services

- ☐ C-1 Appraisal Report – Level
- ☐ C-2 Appraisal Review Report
- ☐ C-3 Cost-to-Cure Report
- ☐ C-4 Trade Fixture Report
- ☐ C-5 Sign Appraisal
- ☐ C-6 Environmental Assessment Report
- ☐ C-7 Septic Tank/Well Estimators
- ☐ C-8 Timber Report
- ☒ C-9 Detailed Cost Estimator
- ☒ C-9-A Detailed ROW Cost Estimator for Negotiation
- ☐ C-10 Preliminary Cost Estimator
- ☐ C-11 Concept Team Meetings

D – Acquisition Services

- ☒ D-1 R/W Project Manager
- ☒ D-2 Pre-Acquisition Agent
- ☒ D-3 Acquisition Manager
- ☐ D-4-A Negotiation Agent Trainee
- ☐ D-4-B Negotiation Agent 1
- ☐ D-4-C Negotiation Agent 2
- ☒ D-4-D Negotiation Agent 3
- ☒ D-5 Relocation Negotiation Agent
- ☒ D-6 Administrative Review Officer (Appeals)
- ☐ D-7 Interpreter
- ☒ D-8 District Acquisition Support Consultant
- ☐ D-9 ROW Training Instructor

E – Property Management Services

- ☐ E-1 Asbestos Inspection
- ☐ E-2 Asbestos Abatement
- ☐ E-3 Demolition
- ☐ E-4 UST Removal
- ☐ E-5 Site Inspector
- ☐ E-6 Surplus Property Disposal Agent
- ☐ E-7 Surplus Property Leasing Agent
- ☐ E-8 Surplus Property Management Project Manager

F - Court Coordination Services

- ☐ F-1 Court Coordinator

V13_2022_12_23

**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION**
RIGHT OF WAY PREQUALIFICATION CERTIFICATE**Name:**
Mickie McJunkin**Issue Date:**
*September 27, 2021***Address:**
BM&K, P.C.
PO Box 878
Braselton, Georgia 30517**Date of Expiration**
*September 27, 2024***Signature:**

Troy A. Hill, ROW Administrator

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A – Relocation Services

- ☒ A-1 Conceptual Stage Study
- ☐ A-2 Relocation (Benefits Package Prep)
- ☐ A-3 Relocation Benefits Package Reviewer
- ☐ A-4 Relocation Benefits Training Instructor

B - Pre/Post Project Prep Services

- ☐ B-1 Plan Review
- ☐ B-4 Quit Claim Deed Preparation

C – Valuation Services

- ☒ C-1 Appraisal Report – Level 3
- ☒ C-2 Appraisal Review Report
- ☐ C-3 Cost-to-Cure Report
- ☐ C-4 Trade Fixture Report
- ☐ C-5 Sign Appraisal
- ☐ C-6 Environmental Assessment Report
- ☐ C-7 Septic Tank/Well Estimators
- ☐ C-8 Timber Report
- ☒ C-9 Detailed Cost Estimator
- ☒ C-9-A Detailed ROW Cost Estimator for Negotiation
- ☒ C-10 Preliminary Cost Estimator
- ☒ C-11 Concept Team Meetings

D – Acquisition Services

- ☒ D-1 R/W Project Manager
- ☒ D-2 Pre-Acquisition Agent
- ☒ D-3 Acquisition Manager
- ☐ D-4-A Negotiation Agent Trainee
- ☐ D-4-B Negotiation Agent 1
- ☐ D-4-C Negotiation Agent 2
- ☒ D-4-D Negotiation Agent 3
- ☒ D-5 Relocation Negotiation Agent
- ☒ D-6 Administrative Review Officer (Appeals)
- ☐ D-7 Interpreter
- ☒ D-8 District Acquisition Support Consultant
- ☐ D-9 ROW Training Instructor

E – Property Management Services

- ☐ E-1 Asbestos Inspection
- ☐ E-2 Asbestos Abatement
- ☐ E-3 Demolition
- ☐ E-4 UST Removal
- ☐ E-5 Site Inspector
- ☐ E-6 Surplus Property Disposal Agent
- ☐ E-7 Surplus Property Leasing Agent
- ☐ E-8 Surplus Property Management Project Manager

F - Court Coordination Services

- ☒ F-1 Court Coordinator

V12_2020_12_23



STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PREQUALIFICATION CERTIFICATE

Name:

Gary H. Webb

Issue Date:

September 27, 2021

Address:Primacq Group
777 Petty Road
Suite 201
Lawrenceville, Georgia 30043**Date of Expiration**

September 27, 2024

Signature:

Troy A. Hill, ROW Administrator

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A – Relocation Services

- ☒ A-1 Conceptual Stage Study
- ☒ A-2 Relocation (Benefits Package Prep)
- ☐ A-3 Relocation Benefits Package Reviewer
- ☐ A-4 Relocation Benefits Training Instructor

B - Pre/Post Project Prep Services

- ☐ B-1 Plan Review
- ☐ B-4 Quit Claim Deed Preparation

C – Valuation Services

- ☐ C-1 Appraisal Report – Level
- ☐ C-2 Appraisal Review Report
- ☐ C-3 Cost-to-Cure Report
- ☐ C-4 Trade Fixture Report
- ☐ C-5 Sign Appraisal
- ☐ C-6 Environmental Assessment Report
- ☐ C-7 Septic Tank/Well Estimators
- ☐ C-8 Timber Report
- ☐ C-9 Detailed Cost Estimator
- ☐ C-9-A Detailed ROW Cost Estimator for Negotiation
- ☒ C-10 Preliminary Cost Estimator
- ☒ C-11 Concept Team Meetings

D – Acquisition Services

- ☒ D-1 RW Project Manager
- ☒ D-2 Pre-Acquisition Agent
- ☒ D-3 Acquisition Manager
- ☐ D-4-A Negotiation Agent Trainee
- ☐ D-4-B Negotiation Agent 1
- ☐ D-4-C Negotiation Agent 2
- ☒ D-4-D Negotiation Agent 3
- ☒ D-5 Relocation Negotiation Agent
- ☒ D-6 Administrative Review Officer (Appeals)
- ☐ D-7 Interpreter (Romanian)
- ☒ D-8 District Acquisition Support Consultant
- ☒ D-9 ROW Training Instructor

E – Property Management Services

- ☐ E-1 Asbestos Inspection
- ☐ E-2 Asbestos Abatement
- ☐ E-3 Demolition
- ☐ E-4 UST Removal
- ☐ E-5 Site Inspector
- ☐ E-6 Surplus Property Disposal Agent
- ☐ E-7 Surplus Property Leasing Agent
- ☐ E-8 Surplus Property Management Project Manager

F - Court Coordination Services

- ☐ F-1 Court Coordinator

V12_2020_12_23



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Refund of TAD Property Tax due to an appeal (Discussion Only)
AGENDA DATE: 04/28/25

DATE PREPARED: 04/22/25

PREPARED BY: Jennifer Hallman, Interim Deputy City Manager/CFO

AMOUNT: \$177,651.98

GL ACCOUNT #: 420-311100

FUNDING SOURCE: Eastside TAD Debt Service Fund

PURPOSE: To notify the Council of a property tax refund totaling \$177,651.98 due to an appeal.

BACKGROUND: Carroll County Tax Commissioner refunded The Arbours a total of \$177,651.98 due to the result of a tax appeal. According to the Chief Appraiser, the original value was with full occupancy and as of January 1, 2024 the occupancy was only 14%; hence the value adjusted accordingly. This property is part of the Tax Allocation District (TAD); therefore, property tax revenue will decrease in the TAD Debt Service Fund to reimburse the Tax Commissioner.

	Tax Allocation District (TAD) Debt Service Fund*			
	9/30/2023	9/30/2024	3/31/2025	After \$177k Refund 3/31/2025
Revenues:				
Capitalized Interest	\$1,653,058	\$ -	\$ -	\$ -
Property Tax	-	44,981	475,571	297,919
Interest	712	68,417	26,384	26,384
	<u>1,653,770</u>	<u>113,398</u>	<u>501,955</u>	<u>324,303</u>
Expenditures:				
Intergovernmental	-	5,271	46,711	46,711
Debt Service Payments	-	712,930	470,064	470,064
	<u>-</u>	<u>718,201</u>	<u>516,775</u>	<u>516,775</u>
Revenues over (under)				
Expenditures	1,653,770	(604,803)	(14,821)	(192,473)
Beginning Fund Balance	<u>-</u>	<u>1,653,770</u>	<u>1,048,967</u>	<u>1,048,967</u>
Ending Fund Balance	<u>\$1,653,770</u>	<u>\$1,048,967</u>	<u>\$1,034,147</u>	<u>\$ 856,495</u>

Distribution Summary by Payee

FROM: 03/1/2025 12:00 am TO: 03/31/2025 11:59 pm
YEAR(S): 1900 TO 9998
BILL TYPE: All Records
DIGEST TYPE: All Records

Account # 141 - Villa Rica – TAD

	***** COLLECTION *****				***** REFUND *****				***** NET COLLECTION *****					
Tax Type	Count	Amt	Interest	Total	Count	Amt	Interest	Total	Amt	Interest	Total	Comm	Disburse	
2023 Digest														
100076 TAD - VILLA RICA	1	192.26	0.00	192.26	0	0.00	0.00	0.00	192.26	0.00	192.26	0.00	192.26	
TOTALS FOR 2023 Digest									192.26	0.00	192.26	0.00	192.26	
2024 Digest														
100076 TAD - VILLA RICA	2	872.88	0.00	872.88	1	(178,717.12)	0.00	0.00	(177,844.24)	0.00	(177,844.24)	0.00	(177,844.24)	
TOTALS FOR 2024 Digest									(177,844.24)	0.00	(177,844.24)	0.00	(177,844.24)	
GRAND TOTAL														
100076 TAD - VILLA RICA	3	1,065.14	0.00	1,065.14	1	(178,717.12)	0.00	0.00	(177,651.98)	0.00	(177,651.98)	0.00	(177,651.98)	
TOTALS FOR GRAND TOTAL									(177,651.98)	0.00	(177,651.98)	0.00	(177,651.98)	

ck# 9561 - Refunded

4/3/25

From: [Hubert Sparks](#)
To: [Jennifer Hallman](#)
Cc: [Amanda Long](#)
Subject: RE: EXTERNAL EMAIL: property tax for March 2025
Date: Monday, April 21, 2025 4:41:57 PM
Attachments: [image002.png](#)
[image001.png](#)

Jennifer,

For the 2024 appeal, resolved with waiver. Original value was with full occupancy. January 1 occupancy was only 14%, hence value was adjusted accordingly. All documentation in appeal file. Arbours at Villa Rica Apartments (LIHTC- Section 42) DCA# 2018-553
192 Units

Thank You,

Hubert Sparks

Chief Appraiser, Carroll County BOA
997 Newnan Road
Carrollton, Ga 30117
770-830-5812, Ext. 2015
hsparks@carrollcountyga.gov



From: Jennifer Hallman
Sent: Monday, April 21, 2025 11:12 AM
To: Hubert Sparks <hsparks@carrollcountyga.gov>
Cc: Amanda Long <along@villarica.gov>
Subject: FW: EXTERNAL EMAIL: property tax for March 2025

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Hubert –

Can you provide the detail of this appeal? We are having to refund over \$177k and will need the detail to process the refund back to CC Tax Commissioner.

Thanks,



JENNIFER HALLMAN, CPFO
Interim Deputy City Manager/CFO

☎ 678-840-1220
✉ jhallman@villarica.gov
📍 571 W. Bankhead Hwy.
🌐 www.villarica.gov

From: Amanda Long <along@villarica.gov>
Sent: Thursday, April 17, 2025 5:10 PM
To: Jennifer Hallman <jhallman@villarica.gov>
Subject: FW: EXTERNAL EMAIL: property tax for March 2025

Carroll County is asking for a \$177K refund from the TAD for an over-payment on Property Tax. The property id listed (V050130014/The Arbours) was refunded after processing an appeal.

My email to the County and response is below.

From: Teresa Harvey <tharvey@carrollcountyga.gov>
Sent: Thursday, April 17, 2025 1:46 PM
To: Amanda Long <along@villarica.gov>
Subject: RE: EXTERNAL EMAIL: property tax for March 2025

They did an appeal for the value and the value was decreased. They had paid the original amount before the appeal resulting in the refund.

From: Amanda Long <along@villarica.gov>
Sent: Thursday, April 17, 2025 11:50 AM
To: Teresa Harvey <tharvey@carrollcountyga.gov>

Subject: RE: EXTERNAL EMAIL: property tax for March 2025

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Hi Teresa,

I am just seeing this request from yesterday and had missed the original email. All of your emails still go to my junk email, so I have to go look for them when we get monies and I am looking for back-up.

Can you explain a little more to me why the check for the Arbours at Villa Rica (V050133014) was refunded? When I look at the property, it won't show me their tax bill.

Thank you,

Amanda Long

Deputy Finance Director

City of Villa Rica

571 W. Bankhead Highway

Villa Rica, GA 30180

Office: (678) 840-1228

Cell: (470) 388-4831

Email: along@villarica.org

www.villarica.org or facebook.com/cityofvillarica



From: Teresa Harvey <tharvey@carrollcountyga.gov>

Sent: Wednesday, April 16, 2025 2:27 PM

To: Amanda Long <along@villarica.gov>

Subject: EXTERNAL EMAIL: property tax for March 2025

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I was inquiring as to when we could expect to receive the check for \$177,651.98.

Teresa Harvey
Carroll County Tax/Tag Office
Bookkeeping
(770) 830-5829



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Certify the Estimate Roll-Back Millage Rate at 5.588

AGENDA DATE: 04/28/25

DATE PREPARED: 04/21/25

PREPARED BY: Jennifer Hallman

PURPOSE: To certify the estimate roll-back millage rate at 5.588

BACKGROUND: The term ‘estimated roll-back rate’ is a new term that is distinct from the ‘roll-back rate’ that local governments have been familiar with. This new term became effective for the 2025 tax year after it was created by [HB 581 \(2024\)](#) and revised by [HB 92 \(2025\)](#). In short, the ‘estimated roll-back rate’ allows local governments to put forth an estimate of what their general millage rate will be for their notice of tax assessment (NOA), rather than each notice simply defaulting to the prior year’s millage rate.

As a result of HB 92 (2025), there are two main sets of changes to the estimated roll-back rate created by HB 581 (2024):

1. The estimated roll-back rate must be calculated and certified to the board of tax assessors (BOA) *and* the county tax commissioner by a date certain: no less than 15 days prior to the postmark of the annual NOA.
2. If the estimated roll-back rate is certified by the deadline, then the NOA for that taxing jurisdiction will not show an estimate of taxes owed; it will show only the property’s current fair market value, its net taxable value after exemptions have been applied, and the estimated roll-back rate as certified by the governing authority.

If an estimated roll-back rate is not certified to the BOA and tax commissioner by the deadline provided in #1, then the NOA for that specific jurisdiction will also include an estimate of taxes owed using the prior year’s millage rate for such jurisdiction; this is similar to how NOA’s have been in recent memory—before HB 581 (2024) and HB 92 (2025).

Estimated Roll-Back Rate Best Practices

Section 1-6 of HB 92 says that “Each levying or recommending authority shall annually calculate its estimated roll-back rate for the current year and shall certify such rate to the county board of tax assessors and the county tax commissioner no less than 15 days prior to the postmark of the annual notice of assessment.” Although ‘certify’ in this instance is not a defined term in statute, ‘levying authority’ refers to the county board of commissioners (BOC) and the city council; ‘recommending

authority' refers to the school board. None of the staff members of these bodies may make an independent decision for the group, and neither can the chairman, so the decision to certify the estimated rollback rate must be made via a vote of entire board or city council; the only exception is in the case of a sole commissioner. For jurisdictions that have submitted an estimated roll-back rate via the chairman or a staff member (such as the CFO), you are strongly encouraged to ratify that decision via a formal vote in a public meeting. It may be necessary to advertise and hold a special called meeting of your elected body to certify the estimated roll-back rate to meet the deadline. If your jurisdiction has not yet submitted an estimated roll-back rate and wishes to do so, you are encouraged to communicate with your chief appraiser and BOA and hold a vote in a public meeting before the deadline 15 days prior to the postmark of the notice of assessment.

As for guidance on setting an estimated roll-back rate, please contact your chief appraiser as they will have the most current preliminary data on how the digest may change in your community. If appraisals are being actively updated, then the data may change frequently throughout the day, and there could be very different numbers from morning to evening any given day. Once the values have been updated and the NOA documents have been mailed, the values (and thus the total digest value) may only be lowered through the appeal process—**never** raised. Accordingly, you may wish to be conservative when calculating your estimated rollback rate and take into consideration current budget discussions and early estimates of reassessment growth which can change before you set your actual millage rate later in the year.

Please keep in mind that if you do certify an estimated roll-back rate, you may later set a millage rate higher than that estimated roll-back rate, but there will be a disclaimer added to the tax bill stating "the name of the governing authority that exceeded the estimated roll-back rate and that this will result in an increase of taxes owed."

Please note that the estimated roll-back rate applies only to the general fund M&O (maintenance and operations) rate and not any special service district millage levies or other levies.

Lastly, the estimated roll-back rate is a new concept that became law in 2025 and is completely separate and distinct from the actual roll-back rate calculation you are already used to on the PT 32.1 form when submitting your tax digest; if you exceed your actual roll-back rate, you will still have to advertise this as a tax increase and hold the three public meetings. This means that depending on your estimated roll-back rate, actual roll-back rate, and final adopted millage rate, it is possible to have no advertised tax increase and no disclaimer on the tax bill, have either of them, or have both in any given year.

STAFF RECOMMENDATION: To certify the estimate roll-back millage rate at 5.588.

MOTION: I move to certify the estimate roll-back millage rate at 5.588.



City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2025-TP-02/Church Street Paving Project
AGENDA DATE: April 28, 2025

DATE PREPARED: April 14, 2025
PREPARED BY: Mark Teal, PE

AMOUNT: \$TBD
GL ACCOUNT #:
FUNDING SOURCE: 2025 LMIG Supplemental
BUDGETED ITEM? No.
PUBLIC HEARING: N/A

PURPOSE: The City of Villa Rica opened sealed bids on April 28, 2025 at 11:00 am for the purpose of resurfacing Church Street.

BACKGROUND:

The Major Items of Work Consist of the resurfacing of Church Street from N. Carroll Road to Hwy 61.

STAFF RECOMMENDATION: TBD

IMPACT: \$TBD

MOTION: Motion to approve the bid from _____, authorize the City Attorney to develop the contract based on the bid documents, and authorize the Mayor or City Manager to sign.



CONTRACT BID DOCUMENTS

and

SPECIFICATIONS

for

CITY OF VILLA RICA

**2025 Church Street Paving Project
Consisting of Milling and Plant Mix Resurfacing,**

PROJECT NUMBER

2025-TP-02

April 14, 2025

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Section A

ADVERTISEMENT FOR BIDS

City of Villa Rica 2025 Church Street Paving Project Project Number 2025-TP-02

Separate, sealed bids will be received for furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the aforementioned project.

Bids will be received by the City of Villa Rica, Villa Rica Georgia, herein referred to as “Owner” and Digital copies of the Bid Documents will be provided at no charge. For additional information, contact Mark Teal at 770-378-2408 or TealE2.Consulting@gmail.com (email is preferred).

Sealed Bids must be received by 11:00 AM (local time) at the City of Villa Rica, Attn: Purchasing Director, 571 Bankhead Hwy, Villa Rica, GA 30180 on April 28, 2025. After such time on the same day, bids will be publicly opened and read aloud in the City Hall Conference Room, 571 W. Bankhead Hwy, Villa Rica, Georgia. Bids received after the designated time will not be considered. Bids shall be clearly marked and sealed.

The Major Items of Work Consist of:

1. Traffic Control
2. Recycled Asphalt Concrete 19MM, 140 Tons
3. Recycled Asphalt Concrete 9.5MM, 460 Tons
4. Bituminous Tack: 1,080 Gallons
5. Milling at variable depths 0” to 4”: 5,400 square yards

The owner reserves the right to accept or reject any or all bids in the best interest of the City.

Work is as specified in the Bid Document and is to be done in accordance with current GDOT standards and specifications.

No bid will be accepted from a bidder who has not received a set of bid documents from the above-mentioned office. **No bid will be accepted from a bidder who does not meet the pre-qualification requirements outlined in paragraph B.01.**

Each bid must be accompanied by a bid bond prepared on an accepted form, duly executed by the bidder, in the amount of five percent (5%) of the bid.

Owner reserves the right to waive any formality or informality or to reject any or all bids, to evaluate bids, and to accept any bid which in its opinion may be for the best interest of Owner. The owner has the right to add to and delete from the contract once it has been awarded. Award, if award is made, will be to the lowest responsive, responsible bidder.

The successful bidder for this contract will be required to furnish a satisfactory performance bond and labor and material payment bond, each in the amount of one hundred percent (100%) of the bid.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

Non-discrimination Policy-As set forth in the Americans with Disabilities Act of 1992, the City of Villa Rica government does not discriminate on the basis of disability and will assist citizens with special needs given proper notice (seven working days). For more information regarding this issue, please contact the City Clerk's Office at (678) 840-1229. It is the policy of the City of Villa Rica government not to discriminate on the basis of race, gender, age or national origin. Villa Rica encourages the considerations of DBE's (and Disadvantage Business Enterprises).

Section B
INSTRUCTIONS TO BIDDERS

B.01. PREQUALIFICATION OF BIDDERS:

Before submitting a bid in excess of \$200,000.00 the bidder shall have pre-qualified with the Georgia Department of Transportation (GDOT) and received a Certificate of Qualification in accordance with the rules and regulations approved and adopted by the State Transportation Board. Bidders submitting bids of \$200,000.00 or less may be exempt from pre-qualification requirements. In addition, the aggregate total amount that a non-pre-qualified Bidder may have under contract shall not exceed \$1,000,000.00.

Bidders intending to consistently submit proposals shall pre-qualify at least once a year. However, qualifications may be changed during that period upon the submission of additional favorable reports or upon unsatisfactory performance.

B.02. RECEIPT AND OPENING OF BIDS

The City of Villa Rica Mayor and City Council, Villa Rica, Georgia, herein called the "Owner," invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the date and at the time indicated on the Advertisement for Bids. After such time on the same day, bids will be publicly opened and read aloud. Bids received after the designated time will not be considered.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any formalities or informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

B.03. PREPARATION OF BID

Each bid must be submitted on the prescribed form, prepared and provided by the Owner. All blank spaces for bid prices must be filled, with ink. All required enclosed certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope, addressed to the Owner, bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid forms.

All bids not meeting the aforementioned criteria for bid submittal will be declared non-responsive, will not be opened and will be returned to the Bidder unopened.

B.04. METHOD OF BIDDING

The unit or lump sum price of each of the items in the bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such addition or subtraction in quantities of such items of work (i.e. difference in cost) shall not increase or decrease the total original contract price by more than twenty-five percent (25%), except for work not covered in the drawings and specifications as provided for under general conditions and special conditions.

Bid prices shall include everything necessary for the completion of the work including, but not limited to, providing the equipment, materials, tools, plant and other facilities, and the management, superintendence, labor and services.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in the bid schedule does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

If the unit or lump sum price for an item or items is to equal no dollars and no cents (zero cost) then the following format will be accepted as a responsive bid:

-0- (in figures), Zero (in words)
0.00 (in figures), Zero Dollars & Cents (in words)

A bid in which a unit or lump sum price for an item is either left blank or designated by a slash (/), hyphen (-) or line (___) will be regarded as non-responsive, and the bid will be rejected.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the drawings and specifications including any addenda. After bids have been submitted, the Bidder shall not assert that there has been any misunderstanding concerning the quantities of work or of the nature of the work to be done.

The quantities listed in the unit price bid form shall be considered as approximate and will be used only for comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed in accordance with the contract, and it is understood that the quantities may be increased or decreased as provided in the general conditions without in any way invalidating the unit bid prices.

B.05. TELEGRAPHIC MODIFICATIONS

Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic communication over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

B.06. ADDENDA

Each bid schedule shall include specific acknowledgment in the space provided of receipt of all addenda issued and emailed by the Owner during the bidding period. In addition, each acknowledgment on the bid form must be signed and included with the bid. Failure to acknowledge may result in the bid being rejected as non-responsive.

B.07. LAND ACQUISITION

The Owner shall provide to the successful Bidder, all the information which is pertinent to, and which delineates and describes, the land owned and rights-of-way or easements acquired or to be acquired.

B.08. BID GUARANTY

Each bid must be accompanied by cash, cashiers or certified check payable to City of Villa Rica or a bid bond attached hereto, duly executed by the Bidder as principal and issued by a surety listed in the latest issue of U.S. Treasury Circular 570, registered in the State of Georgia, and approved by the Owner in the amount of not less than five percent (5%) of the total amount of the base bid, as a guarantee that the Bidder will enter into a contract and furnish bonds, within ten (10) days after notice of award of contract to him.

Such cash, checks or bid bonds will be returned to all except the three lowest bidders within ten (10) days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of the bids, upon demand of the Bidder anytime thereafter, so long as he has not been notified of the acceptance of his bid.

B.09. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the contracts and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

B.10. INTERPRETATIONS

No interpretation of the meaning of the drawings, specifications or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation should be in writing, addressed to the engineer at bellioth@villarica.gov, and in order to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. All addenda so issued shall become a part of the contract documents. All questions and responding answers will be emailed to firms that have purchased bid documents.

B.11. SITE EXAMINATION

The site of the proposed work is shown on the drawings.

The Bidder, before making his bid, shall examine the drawings, specifications and the site and shall make such examinations on the ground as may be necessary to thoroughly familiarize him with the nature and extent of the proposed construction and with all local conditions affecting the work. The Bidder shall also accept the premises in its present condition and carry out all work in accordance with the requirements of the specifications and as shown on the drawings. The Owner will not be responsible for Bidder's errors and misjudgment nor for failure to obtain any information on local conditions or general laws or regulations pertaining thereto.

At the time of the opening of bids, each Bidder will also be presumed to have read and to be thoroughly familiar with the drawings, contract documents (including all addenda) and the construction specifications. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect of his bid.

B.12. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

B.13. EXECUTION OF BID DOCUMENTS

The Contractor, in signing his bid on the whole or any portion of the work, shall conform to the following requirements:

- A. Bids which are not signed by individuals making them shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
- B. Bids, which are signed for a partnership, shall be signed by all of the partners or by an attorney-in-fact. There should be attached to the bid a power of attorney executed by the partners evidencing authority to sign the bid.
- C. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By _____." The corporate seal shall also be affixed to the bid.

B.14. METHOD OF AWARD

The contract will be awarded to the responsive, responsible Bidder submitting the lowest base bid complying with the conditions of the invitation to bid. Award will be made on the basis of the prices given in the base bid. The Bidder to whom the award is made will be notified at the earliest possible date. The owner reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.

A responsive Bidder shall be one who submits his bid in the proper form without qualification or intent other than as called for in the specifications and on the contract drawings and who binds himself on behalf of his bid to the Owner with the proper bid bond or certified check completed and attached, and who properly completes all forms required to be completed and submitted at the time of the bidding.

B.15. CONTRACT PERFORMANCE BOND AND PAYMENT BOND

The Contractor will be required to furnish a contract performance bond and a payment bond executed by a surety company listed in the latest issue of U.S. Treasury Circular 570, registered and duly authorized to do business in the State of Georgia, and signed (or countersigned) by a local agent, each in an amount at least equal to one-hundred percent (100%) of the contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor in connection with the contract.

The surety shall be acceptable to the Owner and the bond shall be executed on the form attached. In case of default on the part of the contractor, all expenses incident to ascertaining and collecting losses under the bond, including both engineering and legal services, shall lie against the bond.

The Contractors will be required to give a one-year guarantee covering workmanship and materials of the project. The contract performance bond shall remain in force for one year from date of acceptance of the completed construction and shall include the guarantee.

The Contractor shall pay the cost of this bond.

B.16. INSURANCE PROOF OF CARRIAGE

Prior to execution of contract documents, a certificate of insurance will be required as outlined in Section I of these specifications, Insurance Requirements for Contractors.

B.17. AWARD OF CONTRACT

The Bidder to whom the contract is being awarded will be required to execute the agreement by completing **(3) Contract Bid Documents** and obtaining the performance bond, payment bond and insurance within ten (10) calendar days from the date when the notice of award is issued to the Bidder. In case of failure of the Bidder to execute the agreement, the owner may consider the Bidder in default, in which case the bid bond or check accompanying the bid shall become payable to the Owner. **A “Contractor & Sub-Contractors Affidavit (E-Verify)” form will be required for the contractor and any subcontractors. Please refer to Section J for the forms.**

The Owner, within ten (10) days of receipt of acceptable performance bond, payment bond, insurance certificates and the agreement signed by the Contractor to whom the contract is being awarded, shall sign the agreement and return to such Contractor an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the Bidder may, by written notice, withdraw the signed agreement. If the reason for not signing the agreement is not the fault of the Bidder/Contractor, then the bid bond or check will be returned.

B.18. CONTRACTOR AFFADIVIT (E-VERIFY)

The Contractor and any subcontractors will be required to comply with **O.C.G.A. § 13-10-91(b)(1)-Contractor Affidavit.**

B.19. NOTICE TO PROCEED

The delivery to the contractor of a notice stating that construction is authorized constitutes Notice to Proceed. The contractor shall do no work under the contract until receipt of the Notice to Proceed and the City will not be obligated to pay for work done prior to receipt of the Notice to Proceed. Contract time charges will begin on the date that the contractor starts work or 10 days after the Notice to Proceed, whichever occurs first.

B.20. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. The City of Villa Rica in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

B.21. TITLE VI ASSURANCES

1. Compliance with Regulations

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

2. Nondiscrimination

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

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

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

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Villa Rica to be pertinent to ascertain compliance with such Regulations, orders, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City of Villa Rica as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanction for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Villa Rica shall impose such contract sanctions as it, the Georgia Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto.

B.22. CONFLICT OF INTEREST

By signing and submitting this Contract, I hereby certify that employees of the Company or employees of any Company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the City of Villa Rica, Georgia nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department.

B.23. DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 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. The undersigned further certifies that:

1. A drug-free workplace will be provided for the Contractor’s employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

“As part of the Subcontracting Agreement with _____ (Contractor’s Name), _____ (Subcontractor’s Name) certifies to the Contractor that a drug-free workplace will be provided for the Subcontractors employees during the performance of this Contract pursuant to Paragraph (7) of Subsection B of Code Section 50-24-3.”

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Section C

DESCRIPTION OF THE WORK

2025 Main Street Plaza Project Consisting of Milling and Plant Mix Resurfacing

Work is as specified herein and is to be done in accordance with current GDOT standards and specifications.

Traffic Control:

The Contractor will select the appropriate traffic control plan for the work in accordance with Part 6 of the current edition of the Manual of Uniform Traffic Control Devices and the Georgia Department of Transportation Standards, Specifications, and Special Provisions. Variation(s) will require approval of the Engineer. **Working hours for this project are 7am-7pm M-F and 9am to 5pm on Saturday. No Sunday work is allowed.**

The Contractor will be responsible for furnishing, installing, maintaining, and removing appropriate Advance Warning signs and temporary traffic control signs for the duration of the project.

The Contractor will also be responsible for installing, maintaining, and replacing damaged or missing signs until Final Acceptance.

The Contractor will be responsible for providing, installing, and maintaining all other necessary signs, traffic control devices, certified flagmen, materials, equipment, and personnel necessary to complete the work.

Construction barrels, **if needed**, shall be installed before the work begins and shall be maintained as required while in use.

All Temporary Traffic Control including the procurement, installation, and maintenance of signs will be paid under Lump Sum Traffic Control.

Temporary striping shall be applied to parking spaces within 48 hours of the completion of the interim or final surfacing is completed. Failure to apply temporary paint before the 48 hour time limit will result in non-refundable deductions in accordance with GDOT Special Provision Section 150.08, Enforcement, for non-performance of the Work. Turn Arrows may be excluded from Temporary Striping. Temporary Reflectorized Tape shall be removed prior to applying Temporary Striping. Temporary Striping will be paid under Traffic Control, Lump Sum.

Recycled Asphalt Concrete 9.5MM, 19 MM, and Bituminous Tack:

This work includes constructing one or more courses of bituminous plant mixture in accordance with the Job Mix Formula(s) on the prepared base or previously placed paving courses. The pavement courses shall conform to the lines, grades, thicknesses, and typical sections shown herein or established by the engineer. The use of an Automatic Screed Control System as described in GDOT Special Provision Section 400 is required to construct the desired cross slope as shown on the Typical Section and as directed by the Engineer.

The maximum difference in elevation between adjacent travel lanes that may be left without active traffic control shall be 2”.

Side roads and driveway tie-ins shall be constructed to the proper lengths and widths to establish a smooth ingress and egress during each stage of the paving operation. All cleanup shall be completed within 15 (fifteen) days of the completion of the work.

Mill Asphalt Concrete Pavement:

This work consists of milling existing asphalt concrete pavement as shown on the street descriptions and drawings and restore proper grade for a smooth joint tie-in between the existing pavement and new construction as may be required and as directed by the engineer. No transverse vertical milled edges shall be left exposed to traffic. Milled transverse edges shall be temporarily ramped using a paper joint and hot mix at a slope not to exceed 4 feet of length for each inch of vertical elevation difference.

Permanent Striping, Thermoplastic Traffic Stripe:

This work consists of furnishing and applying thermoplastic reflectorized pavement markings and striping. Ensure that the markings conform to the details and locations, the specifications and the Manual on Uniform Traffic Control Devices. Thermoplastic traffic striping shall be applied to all parking spaces.

Section D

BID SCHEDULE

MADE TO: CITY OF VILLA RICA
571 W. BANKHEAD HWY
VILLA RICA, GEORGIA 30180

PROJECT NAME: **2025 Church Street Paving Project**
Consisting of Milling and Plant Mix Resurfacing

The undersigned, as Bidder, hereby declares that the only person or persons, company or parties interested in this bid is or are named herein; and that this bid is made without connection with any other person, company or parties making bid; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work, has read and understands the plans, specifications and contract documents relative thereto, and has read all special provisions and addenda furnished prior to the opening of bids; and the Bidder further declares that he has informed himself fully regarding all conditions and requirements pertaining to the work.

The Bidder proposes and agrees, if this bid is accepted, to enter into agreement with the Owner in the form of the contract specified and to furnish all labor, tools, equipment and incidentals necessary to complete the work in full and in accordance with the shown, noted, described and reasonably intended requirements of the contract documents.

The Contractor shall be responsible for ordering materials in a timely manner to insure no delay in progress of the work. The Contractor shall submit the invoices, tickets or other documentation that may be acceptable to the Owner for their payment.

Bidder accepts all of the terms and conditions of the instructions to bidders, including without limitation these dealing with the disposition of bid security. The Bidder agrees that, at the time of signing the contract, he will furnish the performance bond and payment bond in the forms attached hereto, each in the amount of one hundred percent (100%) of the contract price. Bidder will also furnish all the required insurance certificates.

The undersigned agrees to furnish all labor, equipment, and materials necessary to complete the work shown, indicated and specified in the plans, specifications and bid schedule. The Owner will reimburse the Contractor for the completed work after suitable documentation is submitted.

SCHEDULE OF ITEMS

2025 Church Street Paving Project Consisting of Milling and Plant Mix Resurfacing

PROJECT NUMBER 2025-TP-01

DETAILED ESTIMATE					
ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
150-1000	TRAFFIC CONTROL – CITY ROADS	LS	1		
402-3130	RECYCLED ASPH CONC 9.5 mm SP @ 168 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	460		
402-3190	RECYCLED ASPH CONC 19 mm SP @ 228 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	140		
413-1000	BITUMINOUS TACK COAT	LS	1		
432-5010	MILL ASPH CONC, VARIABLE DEPTH 0” to 1.5”.	SY	5,400		

TOTAL _____

Contract Time and Liquidated Damages:

Within 10 days after Notice to Proceed has been issued, the contractor shall begin sampling and testing to determine appropriate mix design(s) for the project. Contract Time charges will begin on the date the contractor begins work, or 45 days after the Notice to Proceed, whichever occurs first. Bidder hereby agrees to complete the project within **60 calendar days** from the date time charges begin. If the work is not completed by the time stipulated in the Contract or within such extra time that may be allowed, Liquidated Damages will be assessed in accordance with the current edition of the GDOT Standard Specifications.

Receipt is acknowledged of the following addenda:

No. _____ Dated: _____
No. _____ Dated: _____
No. _____ Dated: _____
No. _____ Dated: _____

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all formalities.

Respectfully submitted,

Company Date: _____

By: _____
Signature

Typed Name

Title

Address

City/State/Zip Code

() _____
Telephone

() _____
Fax Number

CORPORATE SEAL

Section E

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, hereinafter called the Bidder, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as surety, hereinafter called Surety, are held and firmly bound unto the City of Villa Rica, hereinafter called Owner, as Obligee, in the sum of _____ Dollars (in words), (\$_____) (in figures), for the payment of which sum well and truly to be made, the said Bidder and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**City of Villa Rica
2025 Church Street Paving Project
2025-TP-02**

Project Number 2025-TP-02; and consisting of the work outlined herein.

NOW THEREFORE, if the Owner shall accept the bid of the Bidder and the Bidder shall enter into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the execution thereof, or in the event of the failure of the Bidder to enter such contract and give such bond or bonds, if the Bidder shall pay the Owner the penalty hereof, then this obligation shall be null and void, otherwise to remain in full force and effect, unless returned by Owner to Bidder; until Owner shall demand payment by Surety, all as allowed in contract documents.

Signed and sealed this _____ day of _____ A.D. _____

Attest:

_____(SEAL)
Principal (Bidder)

BY
Signature

Typed Name

Title

Attest

_____(SEAL)
Surety

By

Signature
Attorney-in-Fact

Typed Name

(Attach Certified Copy of Power of Attorney)

Section F

AGREEMENT/CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____ in the year 20____,
by and between the CITY OF VILLA RICA hereafter called the "Owner," and
_____ hereinafter called the "Contractor."

W I T N E S S E T H

That the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

F.01. WORK

The Contractor shall perform all work as specified or indicated in the contract documents for the completion of the project generally described as ***2025-TP-02, 2025 Church Street Paving Project Consisting of Milling and Plant Mix Resurfacing.***

The Owner shall not be liable to the Contractor for any neglect, default, delay, or interference of or by any other contractor, nor shall any such neglect, default, delay or interference of any other contract or alteration which may be required in the work, release the Contractor from the obligation to finish the work within the time allowed.

F.02. ENGINEER

The project will be overseen by the City Engineering Consultant who is hereinafter called Engineer, and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the contract documents in connection with completion of the work in accordance with the contract documents.

F.03. CONTRACT TIME

The Contractor should commence the work required by the contract documents within ten (10) calendar days after the date of the notice to proceed and will complete the same within the time frame specified in the bid schedule, unless the period for completion is extended otherwise by the contract documents.

F.04. CONTRACT PRICE

The Contractor agrees to perform all the work described in the contract documents and comply with the terms therein for the sum of _____ Dollars (in words), (\$ _____) (in figures), and/or as shown in the bid schedule.

F.05. PAYMENTS

It is hereby mutually agreed that the Owner is to pay and the Contractor is to receive the prices bid in the proposal herein contained, or hereto annexed, as full compensation for furnishing all materials, testing, quality control, supplies, machinery, equipment, tools, apparatus and other means of construction, maintenance and repairs, and all management, supervision, and labor, and perform all construction maintenance and repair necessary to complete the work under the conditions herein specified and for fully complying with the terms and conditions of this contract; provided that any increased cost to the Contractor due to any subsequent levy of Federal or State tax against any item entering into the work of this contract exclusive of profits, may be reimbursed to the Contractor by the Owner as provided hereunder.

F.06. PROGRESS AND FINAL PAYMENTS

The owner shall make progress payments on account of the contract price based on Contractor's application for payment as approved by the Engineer, within **thirty (30)** days following receipt of approved request during construction. All progress payments will be based on the progress of the work, less 10% retainage.

F.07. CONTRACT DOCUMENTS

The contract documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- A. ADVERTISEMENT FOR BIDS
- B. INSTRUCTIONS TO BIDDERS
- C. DESCRIPTION OF THE WORK
- D. BID SCHEDULE
- E. BID BOND
- F. AGREEMENT/CONTRACT
- G. PERFORMANCE BOND
- H. PAYMENT BOND
- I. INSURANCE REQUIREMENTS FOR CONTRACTORS
- J. CONTRACTOR & SUB-CONTRACTORS AFFIDAVIT (E-VERIFY)
- K. GENERAL CONDITIONS
- L. LOCATION MAPS, TYPICAL SECTIONS, CONSTRUCTION DETAILS

F.08. MISCELLANEOUS

- A. Terms used in this agreement/contract are defined in the general conditions and shall have the meanings described therein.

- B. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the contract documents; and specifically,

Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

- C. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.
- D. Contract documents constitute the entire agreement/contract between Owner and Contractor and may be altered, amended or repealed only by a duly executed written instrument, in the form of a change order.

F.09. RECORD DRAWINGS

The Contractor shall submit an accurate set of up to date “RECORD” as-built drawings to the Engineer if the work is revised from the original plans and approved by the Engineer. The contractor shall mark all the changes on the contract drawings showing such revisions with all measurements and calculations that apply.

IN WITNESS WHEREOF, the parties hereto have executed this agreement/contract the day and year first written above. The MAYOR to execute this agreement/contract the same being recorded in the

Minutes of the Villa Rica City Council meeting dated _____.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original.

CONTRACTOR

Mayor, City of Villa Rica
OWNER

Signature

Signature

Typed Name

Title

Mayor, City of Villa Rica

Date

Date

Attest:

Attest:

By _____
Secretary

By _____
Clerk

Approved As To Form:

(Seal)

City Attorney

Section G

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principals, hereinafter called Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto the City of Villa Rica, hereinafter called Owner, in the sum of _____ Dollars (in words), (\$ _____) (in figures), for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____ with Owner for **Project 2025-TP-02 Church Street Paving Project Consisting of Milling and Plant Mix Resurfacing** in accordance with the Bid Document and specifications prepared and issued by the City of Villa Rica which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void otherwise shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms, and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract prices; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Attest: _____(SEAL)
Principal (Bidder)

BY
Signature

Typed Name

Title

Attest _____(SEAL)
Surety

By
Signature
Attorney-in-Fact

Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

DO NOT DATE PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY
The City of Villa Rica
(Bond must not be dated prior to date of Agreement)

Section H

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, hereinafter called a Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as surety, are held and firmly bound unto the City of Villa Rica, hereinafter called Owner, in the sum of _____ dollars (in words), (\$_____) (in figures), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____ with the Owner for _____ in accordance with drawings and specifications prepared by the City of Villa Rica which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,
 - 1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any

place where any office is regularly maintained for the transaction of business or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After one (1) year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in the State or Superior Court of Carroll or Douglas County.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which

shall be deemed an original, this _____ day of _____, 20____.

Attest:

_____(SEAL)

Principal (Bidder)

BY

Signature

Typed Name

Title

Attest

_____(SEAL)

Surety

By

Signature

Attorney-in-Fact

Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

DO NOT DATE PAYMENT BOND. BOND DOCUMENT WILL BE DATED BY

The City of Villa Rica

(Bond must not be dated prior to date of Agreement)

Section I

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's bid, but only if the Contractor is allowed to pass the insurance premium onto the CITY.

I.01. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

A. General Liability

\$2,000,000 General Liability combined single limit per occurrence, for bodily injury, personal injury, and property damage.

B. Automobile Liability

\$2,000,000 Automobile Liability combined single limit per accident, for bodily injury and property damage, when applicable.

C. Workers' Compensation and Employers' Liability

Workers' Compensation shall be provided at the Statutory Minimum as required by State Law.

I.02. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the city. At the option of the city, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

I.03. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Coverage

1. The City, its officers, officials, employees, and volunteers are to be named and covered as additional insured's as respects liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or

automobiles owned, leased, hired or borrowed by the contractor. The Contractor's insurance shall be primary to any insurance maintained by the City.

The coverage shall contain no special limitation on the scope of protection afforded to the City its officers, officials, employees, or volunteers. Nothing in this paragraph shall be construed to require the Contractor to provide liability insurance coverage to the City for claims asserted against the City for its sole negligence.

2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the City.

C. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

I.04. ACCEPTABILITY

Insurance is to be placed with insurers with a Best's rating of no less than A.VII, or acceptable to the City of Villa Rica.

I.05. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

I.06. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

SECTION J

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Villa Rica, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Contractor's Address

City of Villa Rica Project # 2025-TP-01
Name of Project

City of Villa Rica, Georgia
Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

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 (_____) on behalf of the City of Villa Rica, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned 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 subsubcontractor has received an affidavit from any other contracted subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. The subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Subcontractor's Address

City of Villa Rica Project # 2025-TP-01

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of contractor) on behalf of the City of Villa Rica, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). The sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Subcontractor's Address

City of Villa Rica Project # 2025-TP-01

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Section K**GENERAL CONDITIONS****PART I - GENERAL INFORMATION****K.1.01. DEFINITIONS OF WORDS AND TERMS**

Where used in these general conditions or in the other contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Acceptance. Formal action of the Owner in determining that the Contractor's work has been completed in accordance with the contract and in notifying the Contractor in writing of the acceptability of the work.

Act of God. Cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone. Rain, wind, high water, or other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as Acts of God.

Addenda. Supplemental written specifications or drawings issued prior to execution of the contract which modify or interpret the contract documents by addition, deletion, clarification, or corrections.

Bid. Offer of a Bidder submitted on the prescribed form setting forth the price or prices of the work to be performed.

Bidder. Individual, partnership, corporation or a combination thereof, including joint ventures, offering a bid to perform the work.

City. City of Villa Rica, Georgia

Contract Documents. The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications, the Drawings as the same are more specifically identified in the Agreement, together with all modifications issued after the execution of the Agreement.

Contract Price. Amount payable to the Contractor under the terms and conditions of the contract, based on the price given on the bid schedule, with adjustments made in accordance with the contract. The base amount given in the bid schedule shall be either a lump sum or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form.

Contract Time. Number of calendar days stated in the contract for the completion of the work portions thereof.

Contractor. The individual, partnership, corporation or combination thereof, including joint ventures who enter in the Contract with the Owner for the performance of the work.

Day. Calendar day.

Direct. Action of the Owner by which the Contractor is ordered to perform or refrain from performing work under the contract.

Directive. Written documentation of the action or actions of the Owner or Engineer in directing the Contractor.

Engineer. The City Engineering Consultant for the City of Villa Rica.

Equipment. Mechanical, electrical, instrumentation or any other device with one or more moving parts, or devices requiring an electrical, pneumatic, electronic or hydraulic connection.

Furnish. To deliver to the job site or other specified location any item, equipment or material.

Install. Placing, erecting or constructing complete in place, any item, equipment or material.

May. Refers to, permissive actions.

Owner. The City of Villa Rica.

Owner's Representative. The person designated in writing by the Owner to act as his agent on specified matters relating to this contract.

Person. The term, person, includes firms, companies, corporations, partnerships and joint ventures.

Project. The work as a whole under this contract, including all labor, excavation and grading, pipeline construction, structures, etc. and all other items included in the contract documents.

Provide. Furnish and install, complete in place.

Shall. Refers to actions by either the Contractor or the Owner and means the Contractor or the Owner has entered into a covenant with the other party to do or perform the action.

Shown. Refers to information presented or indicated on the drawings, with or without reference to the drawings.

Specify. Refers to information described, shown, noted or presented in any manner in any part of the contract.

Will. Refers to actions by either the Contractor or the Owner and means the Contractor or the Owner has entered into a covenant with the other party to do or perform the action.

Work. The labor, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfillment of the contract.

K.1.02. CONTRACT AND CONTRACT DOCUMENTS

The contract documents as enumerated in Section F of the Agreement/Contract shall form this contract and the provisions thereof, and shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provision to which they refer.

Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these general conditions shall be void to the extent of such conflict or inconsistency.

K.1.03. ENGINEER'S AUTHORITY

The Engineer shall give all orders and directions contemplated under this contract and specification relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Engineer.

Upon request any decisions, instructions or interpretations will be issued in writing. Any exceptions that the Contractor may take to such decision of the Engineer shall be made in writing within five (5) days of such ruling and before the work involved is performed; otherwise, it will be considered that such decisions, instructions or interpretations are accepted without question.

K.1.04. GUARANTY

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship. The following provisions apply to the Contractor's Guaranty:

- A. All structures erected under this Contract shall be fully guaranteed by the Contractor for a period of one (1) year from the date of final inspection and acceptance by the Owner.

This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the Owner by the Contractor at his own expense.

- B. All equipment of whatever nature incorporated in the work covered by this Contract shall carry the same guarantee as outlined above for construction. Failure of any equipment or part thereof within the specified time shall be corrected to the satisfaction of the Owner, at the Contractor's expense. This guarantee does not apply to manufacturing defects of equipment furnished by the Owner.

- C. It is the intent of these provisions that all pipelines (both underground and above ground), together with all appurtenances attached thereto, under this contract, shall be classified as structures.

The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.

The performance bond shall remain in full force and effect through the guarantee period.

Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these general conditions, shall be void to the extent of such conflict or inconsistency.

K.1.05. RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices shall contain the reasons for such intention to terminate the contract and, unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to same to complete by Contractor or by force account and at the expense of the Contractor, the Contractor and his Surety shall be liable to the Owner for any cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore. Any costs incurred by Owner in causing

contractor's work to be completed in accordance with the terms of this agreement shall be the responsibility of Contractor.

K.1.06. PAYMENTS TO CONTRACTOR

The owner shall make a progress payment of not more than one payment per month to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract to insure the proper performance of this Contract. The Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract.

- A. In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- B. The project name and project number shall be shown on all invoices and correspondence.
- C. All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have made, or the restoration of any damaged work, or as a waiver of the Owner to require the fulfillment of all terms of the contract.
- D. The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills of which the Owner has written notice direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety, in paying any unpaid bills of the Contractor. The Owner shall be deemed the agent of the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- E. The Contractor, before submittal of the final pay request, shall submit an up to date “RECORD” set of drawings if the work is revised from the original plans and approved by the Engineer. Payment will be withheld until these documents are submitted.

All “Record Drawings” shall be accurate and legible, depicting to the best of the Contractor’s ability, all materials or equipment, actually in place as specified in the approved revisions. The drawings shall contain all appropriate locations, dimensions, depths, stations, offset distances, etc., and all applicable easements.

K.1.07. PAYMENTS BY CONTRACTOR

The Contractor shall pay for all transportation and utility services not later than the twentieth (20th) day of the calendar month following that in which services are rendered, and for all materials, tools and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and to each of his subcontractors, not later than the fifth (5th) day following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by his subcontractors the extent of each subcontractor's interest therein.

K.1.08. LAWS, REGULATIONS AND PERMITS

A. GENERAL

The Contractor shall give the notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for violations of the law in connection with work provided by the Contractor. If the Contractor observes that the contract documents, drawings or specifications are at variance with any laws, ordinances, rules or regulations, he shall promptly notify the Engineer in writing of such variance. The Owner shall promptly review the matter and, if necessary, shall issue a change order or take any other action necessary to bring about compliance with the law, ordinance, rule or regulation in question. Contractor agrees not to perform work known to be contrary to any laws, ordinances, rules and regulations.

B. PERMITS AND LICENSES

Unless otherwise specified herein, permits and licenses from governmental agencies which are necessary only for and during the prosecution of the work and the subsequent guarantee period shall be secured and paid for by the Contractor. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the Owner.

C. PAYMENTS AND ROYALTIES

The costs involved in fees, royalties or claims for any patented invention, article process or method that may be used upon or in a manner connected with the work under this contract or with the use of completed work by the Owner, shall be paid by the Contractor. The Contractor and his sureties shall protect and hold the Owner and the Engineer, together with their officers, agents and employees, harmless from any and all loss, defense cost, and expenses against any and all demands made for such fees or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this contract, the Contractor shall, if requested by the Owner, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, his agent, employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this contract, the Contractor shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the Owner, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the contract. Descriptive information of these substitutions shall be submitted to the Owner for determination of general conformance to the design concept and the construction contract. Should the Owner elect to refuse the substitution, the Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the Owner, his officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

K.1.09. SURVEYS

- A. The Owner shall furnish all necessary boundary surveys and establish all base lines for locating the principal component parts of the work, together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. From the information provided by the Owner, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.
- B. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

K.1.10. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are **essential conditions** of this contract; and it is further mutually understood and agreed

that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every working day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work, the new time limit is fixed by such extension shall be the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and Contractor's reasons for the time extension are acceptable to the Owner; provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- A. To any preference, priority or allocation order duly issued by the government;
- B. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- C. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections A and B of this article;

Provided further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Contractor within a reasonable time of its decision in the matter.

K.1.11.CHANGES IN WORK

A. GENERAL

Whenever the Contractor is directed to perform extra work on a time and expense basis, he will maintain accurate records. Each day a record of labor, materials and equipment costs will be submitted to the Engineer for verification. These records will reflect the actual and necessary expenses pertaining to the extra work and shall be available for audit. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

Payments to the Contractor for extra work performed on a time and expense basis shall consist of the actual necessary expense for doing the extra work, plus an allowance of fifteen percent (15%) of labor, material and equipment rental for overhead, general superintendence and profits, plus one percent (1%) for bond. This basis of payment applies to work done by a subcontractor, except the one percent (1%) allowance for bond shall not apply to work performed by a subcontractor. When the work is done by a subcontractor, the Contractor may add five percent (5%) to the subcontractor's charges to cover overhead and profit and one percent (1%) for bond.

In determining time and expense compensation, the term "actual necessary expense" shall mean the sum of (1) materials and equipment, (2) labor, (3) supervision, (4) construction equipment, (5) professional services and (6) other costs. Charges for such items shall mean the actual cost whether incurred by the Contractor, a subcontractor or others. The items making up "actual necessary expense" are defined as follows:

1. **Materials and Equipment.** Costs for materials and equipment provided by the Contractor and necessarily used in the work shall include applicable taxes.
2. **Labor.** The cost of labor shall be the sum of actual wages, labor surcharges and subsistence and travel allowances. Actual wages paid shall include employer payments to or on behalf of the worker for health and welfare, pension, vacation and similar purposes. The labor surcharge includes applicable labor related taxes, Workers Compensation Insurance premiums, public liability and property damage insurance premiums, and other legally required costs directly related to labor. Where subsistence and travel allowances are required for performance of extra work, the charges shall consist of the actual amount paid to each worker for these items.
3. **Supervision.** If, in the Owner's judgment, full time supervision of the extra work is required, it will be authorized in writing by the Engineer, and charges for such supervision will be included as an actual necessary expense. Charges for supervision of the extra work by the Contractor's representative are not regarded as part of actual necessary expense.

4. **Construction Equipment.** Charges for the use of construction equipment required in the performance of extra work shall be based on rental rates set forth in the State of Georgia current official published document covering rental of equipment used on force account work. For equipment not listed in said document, the rental rate shall be as listed by the local section of the Associated General Contractors. If the equipment is not listed by the Associated General Contractors, the rental rate will be mutually agreed upon in writing between the Contractor and the Owner prior to the use of said unlisted equipment. The reasonable cost of moving equipment onto and off the job site shall be included, but equipment rental shall not be paid when the equipment is inoperative due to breakdowns. Individual pieces of equipment or small tools having a replacement value of One Hundred Dollars (\$100.00) or less shall be considered expendable, and no payment therefore shall be made.

When equipment is used on the extra work for less than five (5) days, hourly rates shall be used. Less than thirty (30) minutes of operation shall be considered one-half hour of operations. When equipment is used on the extra work for more than five (5) days, daily rates shall apply.

In this case, less than four (4) hours of operation shall be considered to be one-half day of operation.

5. **Professional Services.** Professional services shall be included in "actual necessary expense," provided that both the Owner has determined that such services are necessary and the Engineer has authorized in writing the provision of such services.
6. **Other Costs.** Charges for items not included in paragraphs numbered (1) through (5) of this section may be included as "actual necessary expense" if such additional items are authorized in advance and in writing by the Engineer.

K.1.12. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, and all processes of manufacture shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, and processes of manufacture for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site.

K.1.13. EXTRAS

Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon

shall be paid for at the price stipulated in the proposal, and no claims for any extra work will be honored unless the work was ordered in writing by the Owner or its Engineer, acting officially for the Owner, and the price is stated in such order.

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of Section 12.1.11 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost, and when requested by the Owner, give the Owner access to accounts relating thereto.

PART II - DRAWINGS AND SPECIFICATIONS

K.2.01. CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

The intent of the documents is to provide all construction and completion in detail of the work, and it is understood that the Contractor will furnish all labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

The drawings are intended to conform and agree with the specifications; if, however, discrepancies occur, the Engineers will decide which shall govern. Special specifications stated on the drawings govern that particular piece of construction and have equal weight and importance as the printed specifications.

K.2.02. DISCREPANCIES IN DRAWINGS AND SPECIFICATIONS

A. ERRORS AND OMISSIONS

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the Owner's field work, he shall immediately inform the Engineer in writing. The Engineer shall promptly review the matter and if he finds an error or omission has been made; he shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the Owner shall issue an appropriate change order. After discovery of an error or omission by the Contractor, related work performed by the Contractor shall be done at his risk unless authorized by the Engineer.

In the event the Contractor disagrees with any determination or decision of the Engineer, the Contractor may within fifteen (15) calendar days of the date of such determination or decision, appeal the determination or decision to the Owner's representative. The Owner's representative shall review the appeal and transmit his

decision in writing to the Contractor within thirty (30) calendar days from the date of receipt of the appeal. Failure of the Contractor to appeal the decision or determination of the Engineer within said fifteen (15) day period shall constitute a waiver of the Contractor's right to thereafter assert claim resulting from such determination or decision.

B. CONFLICTING PROVISIONS

Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings. In the event an item of work is described differently in two or more locations on the drawings and in the specifications, the Contractor shall request a clarification from the Engineer.

C. UTILITIES

It shall be the responsibility of the Contractor to determine the exact location of existing utilities and service connections thereto. The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing utilities, including service connections, prior to commencing work, which could result in damage to such utilities.

The contractor shall comply with the Georgia Utility Facility Protection Act and contact the Utilities Protection Center at Georgia 811 for the purpose of coordinating and marking underground utilities.

Work on utilities shall be performed and paid for as follows:

1. **Known Utilities.** The Contractor shall provide all labor, equipment, materials and services necessary to remove, relocate, or maintain utilities specified on the drawings. The work on each utility shall be performed in a manner satisfactory to the utility owner. The utility owner has the option of doing such work with his own forces at the Contractor's expense or permitting the work to be performed by the Contractor.
2. **Service Connections.** Locations of service connections are not shown on the drawings. The Contractor shall provide all labor, equipment and material to maintain service connections. The work on service connections shall be performed in a manner satisfactory to the service connection owner. The service connection owner has the option of doing such work with his own force at the Contractor's expense or permitting the work to be performed by the Contractor.

K.2.03. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the

Contractor will coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of work. Each such schedule shall be subject to change from time to time in accordance with the progress of the work.

K.2.04. SHOP OR SETTING DRAWINGS

The Contractor shall submit promptly to the Engineer five copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with five (5) corrected copies. If requested by the Engineer, the Contractor must furnish additional copies. Regardless of corrections made in, or approval given to such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notified the Engineer in writing of any deviations at the time he furnished such drawings.

K.2.05. MATERIALS, SERVICES AND FACILITIES

A. GENERAL

It is understood that except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

Any work to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

B. MATERIAL AND EQUIPMENT SPECIFIED BY NAME

When material or equipment is specified by reference to two (2) or more patents, brand names or catalog numbers, it shall be understood that these references are for the purpose of defining the performance, or other salient requirements, and that other materials or equipment, of equal capacities, quality and function, shall be considered by the Owner upon the Contractor's request for substitution.

C. SINGLE SOURCE PRODUCTS

If material or equipment is specified by only one patent or proprietary name or by the name of only one manufacturer, it is for the purpose of standardization, or because the Owner knows of no equal.

Any material, article or equipment of other manufacturers and vendors, which will perform adequately the duties imposed by the general design, will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

K.2.06. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage, or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

K.2.07. INSPECTION AND TESTING OF MATERIALS

- A.** All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. **This is an “Off-System” project. Plant mix verification and weight tickets are required.**
- B.** Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.
- C.** Quality Control / Quality Assurance (QC/QA) shall be performed by the contractor in cooperation with a qualified testing firm(s) as **may be** required. Sampling and testing shall be done in accordance with the GDOT specifications. No separate payment will be made for QC/QA, sampling and testing.

K.2.08. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will and shall cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contract.

K.2.09. INSPECTIONS

The authorized representatives and agents of the Owner shall be permitted to observe all work, materials, payrolls, and records of personnel, invoices of materials and other relevant data and records.

K.2.10. REPORTS, RECORDS AND DATA

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

PART III - CONTRACTOR'S RESPONSIBILITIES

K.3.01. CONTRACTOR'S OBLIGATIONS

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein specified, in accordance with the provisions of this contract and specifications, and in accordance with the plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The constructor shall observe, comply with, and subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

K.3.02. PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract, or by the Owner, or its duly authorized representatives.

In case of an emergency, which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for approval.

Where the Contractor has not taken action, but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer.

K.3.03. SUPERINTENDENCE BY CONTRACTORS

At the site of the work, the Contractor shall employ a construction superintendent or foreman, who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who can be continued in that capacity for the particular job involved, unless he ceases to be on the Contractor's payroll.

K.3.04. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any such claim.

Contractor shall defend, indemnify and hold harmless the Owner, their respective successors and assigns and their respective officers, employees and agents (collectively referred to as the "Indemnitees"), and each of them, from and against any and all claims, liabilities, damages, fines, penalties or costs of any nature (including reasonable attorneys' fees) resulting in death of or injury to any person or loss of or damage to any property, arising out of or in any way related to the Work, except to the extent caused by the sole negligence of Indemnitees, or any one of them. This indemnification provision is in addition to, and not in lieu of, any other indemnity agreements contained in the Contract Documents.

K.3.05. SEPARATE CONTRACT

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of the other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

K.3.06. SUBCONTRACTING

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. No more than 70% of the contract value may be sublet or assigned to subcontractor(s).
- B. The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind the subcontractors to the Contractor by the terms of the general conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

K.3.07. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- A. To take every precaution against injuries to persons or damages to property;
- B. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- C. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- D. To clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
- E. Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- F. To affect all cutting, fitting, or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor.

K.3.08. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause or claims or liability for damages.

K.3.09. LANDS AND RIGHTS-OF-WAY

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

K.3.10. MAINTAINING OPERATIONS

The Contractor shall schedule and execute this work so as to avoid interruption of existing services or operations, public or private. The Contractor will use every precaution to prevent damage to any existing facility, and in the event of damage will, at no expense to the Owner, repair and otherwise make good any damage to facilities resulting from his operations in connection with the contract. The Contractor will take whatever measures necessary to accurately determine the exact location of existing underground facilities prior to commencing construction.

K.3.11.LIENS

Neither the final payment nor any part of the retained percentage will become due until the Contractor, if required, shall furnish the Owner a complete release from any liens which might arise out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge or information, the releases and receipts include all materials for which a lien might be filed. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Contractor shall refund to the Owner all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

K.3.12. CONTRACT REQUIREMENTS

A. SUCCESSORS' OBLIGATIONS

The grants, covenants, provisions and claims, rights, powers, privileges and liabilities obtained in the contract documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor and the Owner and their respective heirs, executors, administrators, successors and assigns.

B. ASSIGNMENT OF CONTRACT

The contract shall not be assigned in whole or in part without the written consent of the Owner. Involuntary assignment of the contract as caused by the Contractor being adjudged bankrupt, assignment of the contract for the benefit of Contractor's creditors or appointment of a receiver on account of Contractor's insolvency, shall be considered as failure to comply with the provisions of the contract and subject to the termination provisions contained herein.

C. WAIVER OF RIGHTS

Except as herein provided, no action or want of action on the part of the Contractor, Owner, Owner's representative, or construction manager at any time with respect to the

exercise of any right or remedies conferred upon them under this contract, shall be deemed to be a waiver on the part of the Contractor and Owner of any of their rights or remedies. No waiver shall be effective except in writing by the party to be charged. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy.

D. AMENDMENT OF GENERAL CONDITIONS

These general conditions may be amended only by mutual consent of the Owner and the Contractor in writing.

K.3.13 CHOICE OF LAW AND FORUM SELECTION

This contract shall be interpreted under the laws of the State of Georgia. Any and all disputes arising out of this contract shall be submitted to the State or Superior Court of Carroll or Douglas County and the parties expressly consent to venue and jurisdiction therein.

Section L
LOCATION MAP, SCOPE, AND DETAILS

2025-TP-02
Church Street Paving Project Detail Specifications and Scope

Area Description: Church St - from N Carroll Road to Hwy 61

Area: ~5,400 yd²s

Milling Variable Depth to 1.5 inches: ~ 5,400 yd²s

Asphalt: Use 168 #/yd²

9.5 MM Type II Asphalt Superpave, Type 1, GP1 or 2, Blend 1, Including Bituminous Material and H

Lime: tonnage: ~460 tons

19MM Mix, GP1 or 2, Including Bituminous Material and H Lime: ~140 tons

Bituminous Tack

Water Valve and MH Adjustments shall be included.

Scope:

The area in the project sketch depicts approximately 5,400 yd² of surface area. This area is to be milled and inlaid back with 9.5MM Superpave asphalt maintaining the existing pavement surface elevation. Striping is not part of this project. Traffic control must be maintained in a manner to minimize the effects on the day-to-day operations of the City of Villa Rica Police Department and Downtown Businesses.

A pre-construction meeting is mandatory for this project to ensure all bases are covered.

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2025 CHURCH STREET PAVING PROJECT

BID OPENING 11:00 AM 4/28/2025

VENDOR	BID AMOUNT
Piedmont Paving Inc	150,485.00
Magnum Paving Inc	103,915.00
Atlanta Paving & Concrete Inc	117,793.00
East Coast Grading	116,332.00
Vertical Earth Inc	147,677.77



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	Emergency Change Order for Cowans Lake Dam Project
AGENDA DATE:	April 28, 2025
DATE PREPARED:	April 25, 2025
PREPARED BY:	John Bain
AMOUNT:	\$ 150,000.00
GL ACCOUNT #:	505-4420-541400
FUNDING SOURCE:	Water and Sewer
BUDGETED ITEM?	Yes

PURPOSE: To perform emergency repairs to Cowan's Lake Dam as identified in dam remediation project.

BACKGROUND: Tim Grizzard and Associates had previously been awarded the Cowans Lake dam repair project. During the scheduled repairs the contractor identified a significant underlying issue in the structure that was causing a void in the dam.

There is a 30" concrete discharge pipe that channels the overflow water through the dam from the outlet box in the lake to the stream on the backside of the dam. The pipe was constructed in a concrete cradle which extends through the dam to its discharge end. The cradle has broken and the piping separated 24' from the discharge. Water is washing out the back side of the dam and has eroded a large void in the toe of the dam slope.

Brian Kimsey, P.E. of Carter Engineering examined the situation, and involved Safe Dams and the Natural Resource Conversation Service (NRCS), with both parties communicating requirements to Brian. Repair drawings were developed from their conversations and requirements. This repair will stabilize the dam until a full-scale repair can be designed and approved.

STAFF RECOMMENDATION: Staff recommends approving the repair quote provided by Tim Grizzard and Associates, at a cost of \$150,000.00.

IMPACT: This emergency repair will stabilize the dam and protect both the water supply and the environment below the dam.

MOTION: I move to authorize the Mayor to execute the agreement for emergency dam repairs as quoted by Tim Grizzard and Associates, at a cost of \$150,000.00

Grizzard & Associates, Inc.

2967 Mt. Pleasant Rd.

Franklin, GA 30217

706.302.1576 tcgrizz@aol.com

April 15, 2025

Proposal for the intermediate repair of the back side of Cowan Lake Dam

Statement of the Problem – There is a 30” concrete discharge pipe that channels the overflow water through the dam from the outlet box in the lake to the stream on the backside of the dam. This pipe was constructed in a concrete cradle which extends through the dam to its discharge end. The pipe joints are 12’ lengths. The cradle has broken and the piping separated 2 joints back (24’) from its discharge. Water is washing out the back side of the dam and has eroded a large void in the toe of the dam slope. See attached photograph and video.

The situation has been examined by Brian Kimsey, P.E. of Carter Engineering. Dam failure of this type involves Georgia EPD Safe Dams as well as the NRCS. Both have specific requirements and have communicated those to Mr. Kimsey. As a result of his discussions with these entities, he has generated a drawing for an intermediate repair (see attached). This repair will stabilize the dam until a full-scale repair can be designed and approved by regulatory bodies.

Grizzard & Associates, Inc. is on site performing other work and can immediately transition to perform this repair. Based on the attached drawing and based on conversations with Brian Kimsey, we propose the following:

- 1) Install 4, 12” HDPE, fuse welded siphons, across the dam to lower the water level. This stops all flow through the concrete pipe so that repairs can be made. We will establish the flow and maintain the siphon operation until the intermediate repair is complete. This includes all fuse welding, 22 degree bends, 12” discharge valves, concrete blocking, fill ports in the top of the pipes and M.J. fittings on the inlet side of the siphons - \$60,000. If Villa Rica would like to furnish the piping, fittings and valves, the labor and fusing will be \$35,000.
- 2) Excavate the area around the piping so that NRCS can examine the breach and confirm that the attached drawing is the acceptable repair - \$15,000.

- 3) If NRCS approves the attached drawing as the repair scenario, we will excavate the cradle and pipe, stabilize the channel with filter fabric and Type I rip-rap and fill the plunge pool with rip rap. This includes approximately 500 tons of Type I rip-rap to be hauled and placed. It also requires that the driveway into the area have some level of repair and stabilization; however, we are not proposing to gravel the entire driveway but make only the necessary point repairs - \$75,000. If Villa Rica would like to provide the stone delivered to the dam area, the labor charge would be \$45,000.

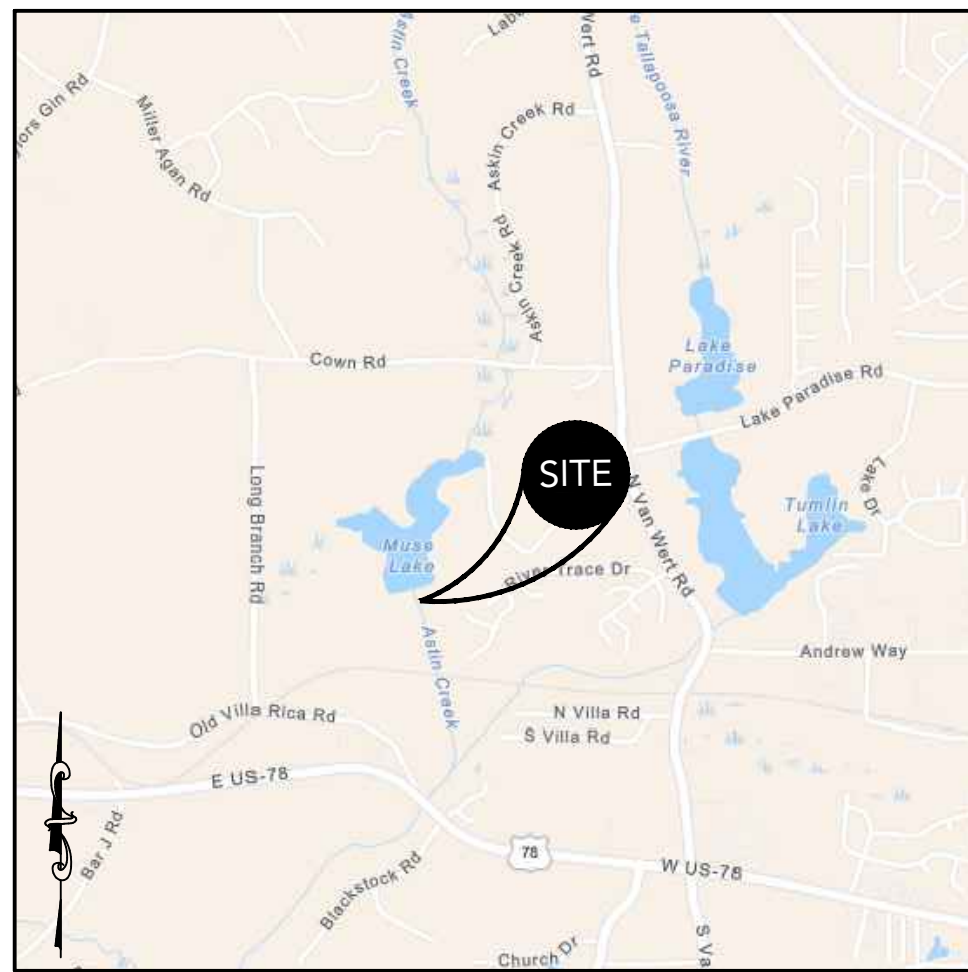
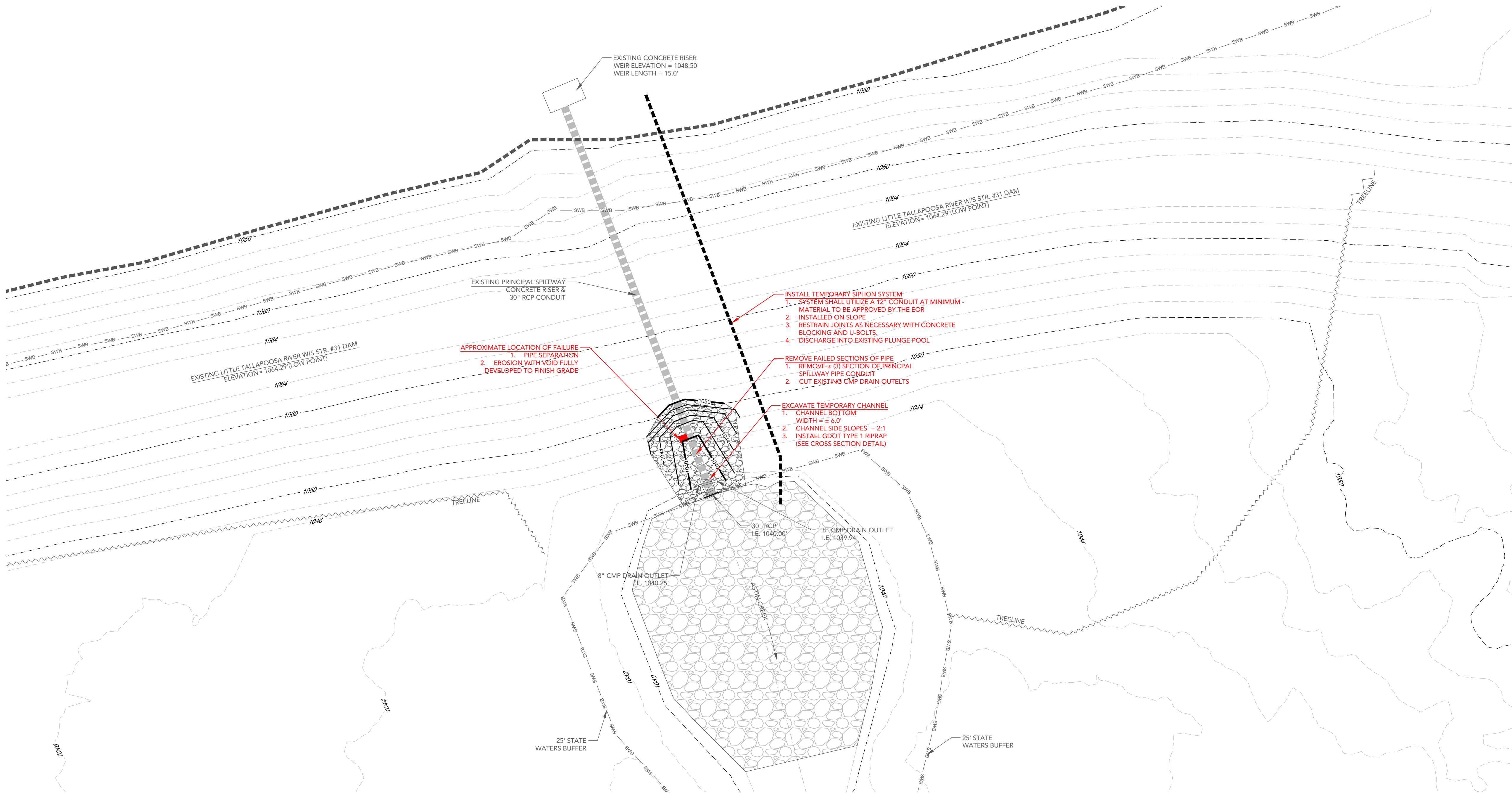
To summarize – for Grizzard & Associates to perform all of the work and supply all materials - \$150,000.00

For us to provide the labor and machinery, and the City of Villa Rica to provide all the material, the labor cost will be - \$95,000.

These final prices assume that NRCS approves the attached design after initial excavation and field inspection.

A handwritten signature in black ink, consisting of a large, stylized 'T' followed by a series of loops and a long horizontal stroke extending to the right.

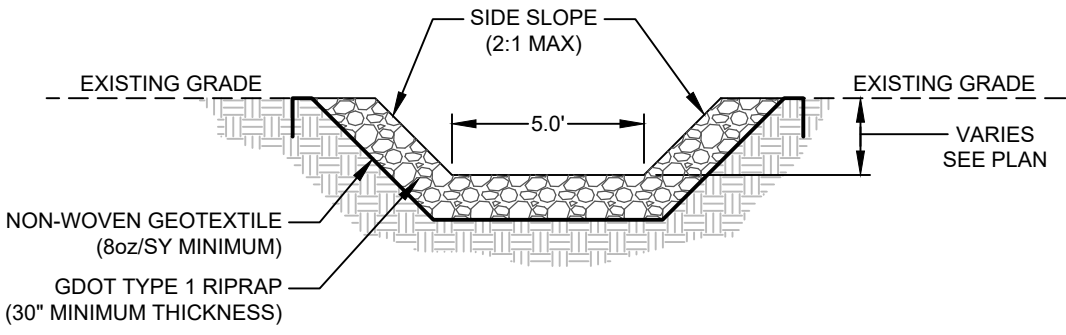
Timothy C. Grizzard, P.E.



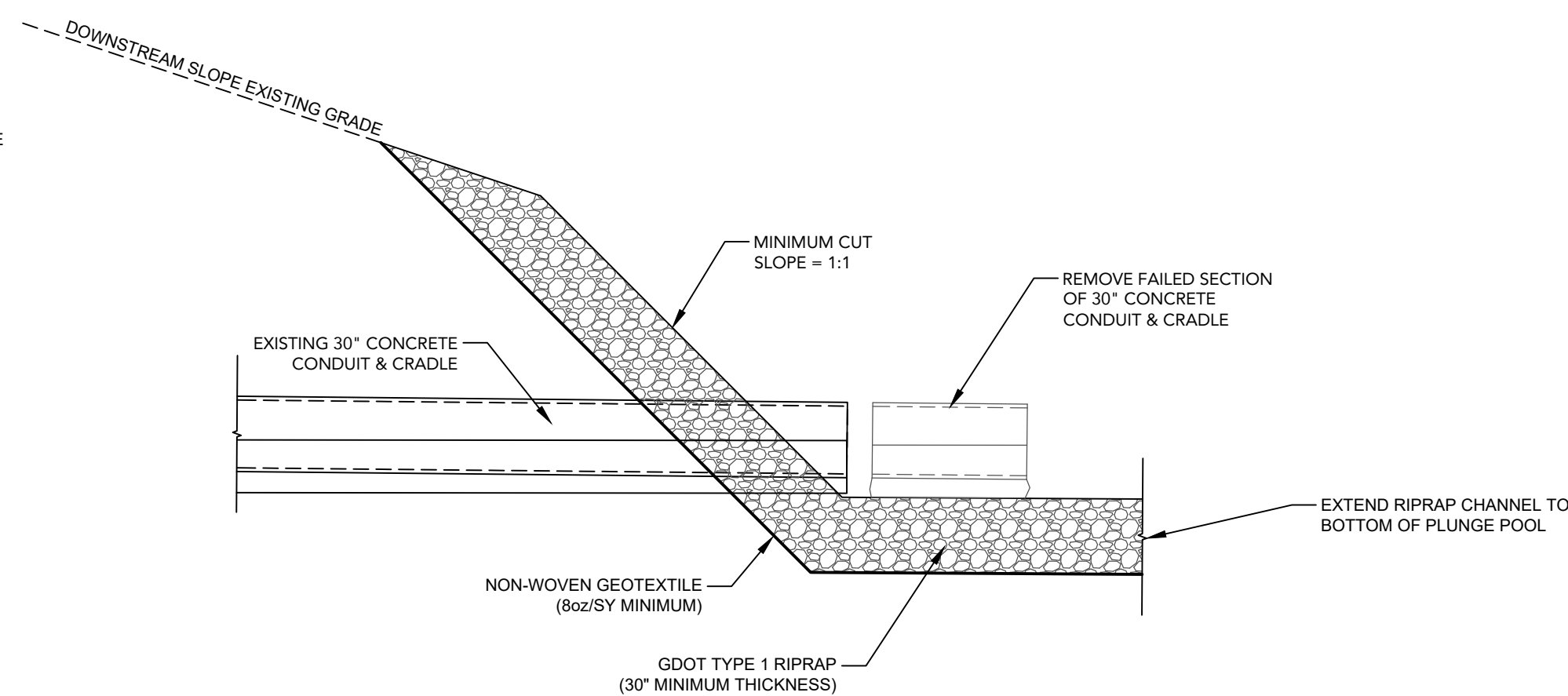
LOCATION MAP
SCALE: N.T.S.

PROJECT INFORMATION	
DRAWING SET PREPARED BY: CARTER ENGINEERING CONSULTANTS, INC. 1010 COMMERCE DRIVE BOGART, GA 30622 CONTACT: BRIAN KIMSEY, P.E. PHONE: 770.725.1200 BRIAN@CARTERENGINEERING.COM	OWNER/DEVELOPER: CITY OF VILLA RICA 571 WEST BANKHEAD HIGHWAY VILLA RICA, GA 30180 CONTACT: LOUISE CLARKE 678.840.1210 LCLARK@VILLARICA.GOV
SITE INFORMATION	
JURISDICTION	CITY OF VILLA RICA
PROPERTY LOCATION	813 OLD VILLA RICA RD VILLA RICA, GA 30180
PARCEL NUMBER	147 0005
CURRENT ZONING	A (AGRICULTURE)
PROPOSED ZONING	A (AGRICULTURE)
OVERLAY DISTRICT	NONE
EXISTING USE	EXISTING RESERVOIR
PROPOSED USE	EXISTING RESERVOIR
BUFFERS REQUIRED	25' STATE WATERS BUFFER
FEMA FLOOD INSURANCE RATE MAP NO.	13045C0155D
FEMA FIRM DATE	9/19/2007
FEMA SFHA ZONE	ZONE A
UNDERGROUND UTILITY DISCLAIMER: THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD INFORMATION AND/OR EXISTING DRAWINGS. CARTER ENGINEERING DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. CARTER ENGINEERING DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE OWNER, HIS/HER EMPLOYEES, CONSULTANTS AND CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE CARTER ENGINEERING IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION REGARDING THE UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD LOCATE ALL UTILITIES PRIOR TO COMMENCING WORK AND NOTIFY ENGINEER IF A DISCREPANCY IS FOUND. SPECIFICALLY, THE CONTRACTOR SHALL VERIFY THE INVERT ELEVATIONS OF ALL EXISTING STORM AND SANITARY SEWER STRUCTURES PRIOR TO COMMENCEMENT OF STORM AND SANITARY SEWER CONSTRUCTION.	

- NOTES:
1. INSTALL TEMPORARY SIPHON SYSTEM TO DEWATER EXISTING IMPOUNDMENT TO ELEVATION BELOW RISER CREST PRIOR TO PERFORMING STABILIZATION WORK. IMPOUNDMENT LEVEL SHALL BE MAINTAINED BELOW RISER CREST WITH NO DISCHARGE THROUGH THE SPILLWAY CONDUIT FOR THE DURATION OF THE STABILIZATION WORK.
 2. AT MINIMUM, REMOVE SECTIONS OF CONCRETE CONDUIT AND CRADLE FROM THE OUTFALL TO POINT OF FAILURE.
 3. CONSTRUCT RIPRAP CHANNEL FROM THE POINT OF FAILURE TO THE PLUNGE POOL AS SHOWN ON THE PLAN AND DETAILS.
 4. ENSURE ALL DISTURBED AREA WITHIN THE CHANNEL IS STABILIZED WITH ROCK RIPRAP.
 5. ALL DISTURBED AREAS OUTSIDE OF THE CHANNEL SHALL BE STABILIZED WITH TEMPORARY/ PERMANENT GRASSING PER THE GEORGIA EROSION CONTROL MANUAL.
 6. REQUIRED FOR INSPECTIONS:
 - 6.1. CONTINUOUS INSPECTION AS CONDUIT IS REMOVED
 - 6.2. INSPECTION OF CHANNEL PRIOR TO INSTALLATION OF GEOTEXTILE AND RIPRAP
 - 6.3. OVERALL SITE INSPECTION AFTER ENTIRE PROJECT AREA IS COMPLETE AND STABILIZED.



RIPRAP CHANNEL SECTION DETAIL
NOT TO SCALE



RIPRAP CHANNEL SECTION DETAIL
NOT TO SCALE



GRAPHIC SCALE
SCALE: 1" = 20'

EMERGENCY STABILIZATION PLANS
FOR
LITTLE TALLAPOOSA RIVER W/S STR. #31
022-029-01886 - 33.745150, -84.974470

SHEET TITLE:
EMERGENCY
STABILIZATION PLAN

PROJECT NAME:

CITY OF VILLA
RICA

SHEET NUMBER:
C 1

PROJECT NUMBER:
22001CVR

DATE:
04/11/2025

REVISION BLOCK	
ISSUE	REVISION DATE & DESCRIPTION
1	04/11/2025 - INITIAL SUBMITTAL
2	
3	
4	
5	
6	
7	
8	



CARTER ENGINEERING
1010 COMMERCE DRIVE
BOGART, GA 30622

P: 770.725.1200
F: 770.725.1204
www.carterengineering.com

A RESOLUTION OF THE CITY OF VILLA RICA
DECLARING AN EMERGENCY FOR THE IMMEDIATE
REPAIRS TO THE COWANS LAKE DAM

WHEREAS, the City of Villa Rica owns and maintains the dam at Cowans Lake; and

WHEREAS, the City has been informed of significant structural issues with the dam that require immediate repair; and

WHEREAS, the dam is in need of immediate stabilization; and

WHEREAS, Cowans Lake is a vital part of the City of Villa Rica's water supply system; and

WHEREAS, there is currently the urgency of the need to immediately repair the dam; and

WHEREAS, any failure to take immediate action could result in a failure of the dam and have a devastating impact on the City's water supply system; and

WHEREAS, delaying the repairs would result in significantly increased repair costs, a greater risk of environmental damage, and potentially devastating impacts to the City's water supply, and

WHEREAS, funding for the immediate repairs to the Cowans Lake Dam is necessary to safeguard the health, safety, and welfare of the public; and

NOW, THEREFORE, BE IT RESOLVED by the Villa Rica City Council that:

1. Declaration of Emergency

The Villa Rica City Council hereby declares an emergency requiring immediate stabilization and repair of the Cowans Lake Dam.

2. Authorization of Emergency Action

The City of Villa Rica Utilities Director is hereby authorized to take all necessary steps to stabilize and repair the Cowans Lake Dam, including but not limited to:

- Engaging contractors and suppliers as quickly as possible,
- Waiving standard bidding requirements due to the emergency nature of the repair, as allowed by local or state law,
- Allocating necessary funds for labor, materials, and related expenses to carry out this repair.

3. Reporting Requirements

The Utilities Director shall provide regular updates on the progress of the stabilization and repairs to the City Council until the emergency is fully addressed.

4. Effective Date

This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City of Villa Rica,

This ____ day of _____ 2025.

Leslie McPherson, Mayor

Attest:

Theresa Campbell, City Clerk