



March 09, 2020

**CITY COUNCIL MEETING  
AGENDA  
11360 Lakefield Drive Johns  
Creek, GA 30097**

**7:00 PM**

[www.JohnsCreekGA.gov](http://www.JohnsCreekGA.gov)

As set forth in the Americans with Disabilities Act of 1990, the City of Johns Creek will assist citizens with special needs given proper notice (7 working days) to participate in any open meetings of the City of Johns Creek. Please contact the City Clerk's Office via telephone (678-512-3212) or email at [joan.jones@johnscreekga.gov](mailto:joan.jones@johnscreekga.gov) should you need assistance.

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. OPENING REMARKS**

**E. MINUTES**

E1. ACTION ITEM - Consideration to Approve February 24, 2020 Work Session Summary and Council Meeting Minutes

[2020-02-24\\_Work\\_Session\\_Summary\\_Minutes\\_\\_Draft.docx](#)

[2020-02-24 CM Minutes Draft.docx](#)

**F. APPROVAL OF MEETING AGENDA**

**G. CONSENT AGENDA**

G1. ACTION ITEM - Consideration to Approve a Memorandum of Understanding with Forsyth County Sheriff's Office and the City of Alpharetta for and Amendment to the Drug Task Force

[2018 Joint Drug Task Force Contract.pdf](#)

[Drug Task Force Clean from Chief's PDF version notes.pdf](#)

**H. PRESENTATIONS**

H1. Charity Guild of Johns Creek Presentation to the Wall that Heals

H2. B.L. Mullinax Nursery Presentation to the Wall that Heals

**I. PUBLIC COMMENT**

**J. REPORTS**

J1. Johns Creek Convention and Visitors Bureau (CVB) Quarterly Update

J2. Legislative Updates

**K. ANNOUNCEMENTS**

**L. OLD BUSINESS**

**M. NEW BUSINESS**

M1. ACTION ITEM - Ratification by City Council of the Mayor's Appointment of Ed Densmore to the Position of City Manager and Approval of a Contract

M2. ACTION ITEM - Consideration of Approval of Accepting a Bid from Northwest Georgia Paving in the Amount of \$1,769,987.25 for Neighborhood Roads, C.W. Matthews in the Amount of \$1,335,715.42 for Main Road and Newtown Park and \$99,500.00 for a Task Order with ATLAS for CEI Services for 2020 Resurfacing

[02.24.20 - Memo - 2020 Resurfacing Contracts.docx](#)

[20-037 - 2020 Neighborhood Roads Resurfacing - Contract.pdf](#)

[Resurfacing2020\\_bl\\_v1.pdf](#)

[SubdivisionPaving2020\\_bl.pdf](#)

[Resurfacing2020\\_ParkingLots\\_bl\\_v1.pdf](#)

[20-037-1 2020 Main Roads Resurfacing Purchasing Recommendation.pdf](#)

[20-037 2020 Neighborhood Roads Resurfacing Purchasing Recommendation.pdf](#)

[20-037-1 2020 Main Roads Resurfacing Contract \(002\).pdf](#)

M3. ACTION ITEM - Consideration to Award a Contract in the Amount of \$1,105,310.37 to Triscapes and a CEI Task Order in the Amount of \$105,340.50 to Lowe Engineers for Barnwell Road Improvements (Left Turn Lane at Barnwell Elementary and Flattening of the Barnwell/Jones Bridge Curve)

[02.24.20 - Memo - Barnwell Improvements - Barnwell Jones Curve and Barnwell Elementary - Construction Contracts.pdf](#)

[Attachment 1 - Barnwell-Jones Bridge Road Improvements Purchasing Recommendation.pdf](#)

[20-042 Barnwell-Jones Bridge Road Improvements Contract.pdf](#)

[Attachment 3 - CEI Task Order.pdf](#)

**N. OTHER BUSINESS**

**O. PUBLIC COMMENT**

**P. MAYOR'S COMMENTS**

**Q. EXECUTIVE SESSION**

**R. ADJOURN OUT OF EXECUTIVE SESSION**

**S. ADJOURNMENT**



**CITY OF JOHNS CREEK**  
**WORK SESSION SUMMARY**  
**February 24, 2020 @ 5:00pm**

The City of Johns Creek Mayor and Council held a Work Session on Monday, February 24, 2020 at 5:00pm. The Work Session was held at City Hall, located at 11360 Lakefield Drive in Johns Creek, Georgia 30097. In attendance were Council Members E. Elwood, S. Endres, J. Bradberry, B. Weaver and L. Zaprowski. CM Coughlin was absent. Mayor Bodker presided.

Mayor Bodker led the Pledge of Allegiance.

Mayor Bodker opened by noting that Board nominations should have been on the Work Session agenda rather than Council and should have been presented individually, he would present them at this evening's Work Session and Council could decide to move forward or table the items. Going forward, nominations will be on a Work Session and presented individually as agreed upon by Council. Mayor Bodker also reported an Executive Session was needed this evening.

Construction Operations Manager Matthews presented the **2020 Resurfacing Contracts**, Council has budgeted \$3.29 million in the infrastructure maintenance accrual, \$3 million for roadways and \$290,000 for courts and parking lots in the parks. Staff has completed the procurement process and recommends awarding contracts in the amount of \$3.2 million to C.W. Matthews, Northwest Georgia Paving and Atlas for Construction, Engineering and Inspection. Staff solicited two bids; one for neighborhoods and one for main roads and Newtown parking lot. Staff received eight bids for main roads and Newtown ranging from \$1.2 to 1.8 million and nine bids for neighborhood paving ranging from \$1.7 million to 2.5 million. Council had discussion on; the progress of all neighborhoods getting to a PQI of 70, staff estimates this will happen in 2023, transitioning to maintenance mode, comparing public sector and private sector costs. Council reached consensus to place this item under New Business at the next Council Meeting.

Police Chief Densmore reviewed the **Drug Task Force Amendment** with Council, initially the commander of the task force was named and staff is seeking to note a commander will be named by the task force rather than naming a specific person in the agreement. Council was in consensus to place this item on the Consent Agenda at the next Council Meeting.

Public Works Director Baker presented a **TSPLOST Implementation Update – State of the Program**, staff has been to Council for each phase; currently there are four projects in construction, six in the right-of-way phase, three for engineering and four projects on hold.

- Construction Phase Projects
  - Bell Road at McGinnis Ferry – extend right turn lane and add through lanes – ribbon cutting expected Summer 2020
  - Jones Bridge at Waters Road – quick response right turn will become through and right turn lane - ribbon cutting expected Summer 2020
  - McGinnis Ferry from Sargent Road to Seven Oaks – widening in partnership with Forsyth County – ribbon cutting late 2021/early 2022
  - State Bridge from Camden Way to Chattahoochee River – widening in partnership with Gwinnett County – ribbon cutting late 2020

- Right-of-Way Stage Projects
  - Barnwell Road at Holcomb Bridge – partnership with Fulton County, Roswell and GDOT to align – contract anticipated in Summer 2020
  - Bell Road at Cauley Creek – roundabout – contract anticipated in Spring/Summer 2020
  - Bell Road at Medlock Bridge – additional left and dedicated thru and right turn lane – contract anticipated in March
  - Bell Road at Rogers Circle – roundabout – contract anticipated Fall 2020
  - McGinnis Ferry from Seven Oaks Parkway to Douglas Road – partnership with Forsyth and Alpharetta for widening – contract anticipated in 2022
  - Medlock at State Bridge Interim Intersection Improvement – restriping and extending turn lane – contract anticipated Summer 2020

Council had discussion on measuring project success, obtaining baseline data, a dashboard, puck/loop status and the Medlock and State Bridge project.

- Engineering Phase Projects
  - Bell Road bridge over tributary to Cauley Creek – bridge replacement – right-of-way phase anticipated end of 2020
  - Haynes Bridge from Old Alabama to Mansell Road – widening in partnership with Alpharetta and Roswell – right-of-way phase in Summer 2020
  - Jones Bridge from Waters Road to State Bridge Road – widening project – anticipated to move forward in Spring 2020

Staff reported there are four projects on hold; Jones Bridge Widening from Douglas Road to McGinnis Ferry, State at Medlock Intersection long-term project, State at Medlock Capacity Corridor project and new location road in Technology Park off Bell Road, staff is requesting Council give direction on which project to focus on. Council had discussion on the projects, phasing options, the Jones Bridge public meetings, TSPLOST budget and stormwater mitigation. Council reached consensus the Medlock and State Bridge is the project staff should focus on.

TSPLOST Manager O'Connor reviewed the request to award the contract for the **Barnwell Road Improvements (Left Turn Lane at Barnwell Elementary and Flattening of the Barnwell/Jones Bridge Curve)** the contract totals \$1,210,651 which is within budget. Council had previously approved engineering contracts to advance three improvements along the corridor: Barnwell/Jones curve transition, left turn lane addition at the elementary school and the roundabout at Rivermont Parkway. Staff has met with the community and Fulton County Schools, easement rights will be donated. Staff received eight bids, the lowest from Tricapes for \$1,105,310.37 and the lowest bid for construction, engineering and inspections services was from Lowe Engineers for \$105,340.50. Staff is recommending approval of the contact with Tricapes and Lowe Engineers. Council had discussion on mitigating damage to the area during construction, sidewalk width, connection and material, signage and impacts during construction. Council reached consensus to place this item under New Business at the next Council Meeting.

Mayor Bodker reported on the added agenda item **Board Nominations**, Council received copies of each applicant's applications. For Board of Zoning Appeals he is recommending: Judith Ross, Stacy Skinner and Larry DiBiase; he considered geography, demographics and attendance. For Planning Commission, he

is recommending Vicki Horton, Irene Sanders and Marybeth Cooper; he considered attendance and experience. CM Endres noted there is an appearance of a conflict in a potential case; a person should recuse himself or herself. Council had discussion on the application process and maintaining applications. For Arts and Culture Board, he is recommending Sophie Li, Ron Cioffi, Jenna Eden Roberts, Paige Chambers-Rutsche, Randy Bampfield and Kelly Lancaster, these are reappointments and many of the nominees are recently appointed, he considered geography and experience. For Recreation and Parks Advisory Committee, he is recommending Adam Cleary, Sameer Patharkar, Shafiq Jadavij, Chris Jocham, Chris Jackson, Nancy Martin and Christi Wynn. Mayor Bodker reminded Council this item is on tonight's Council Meeting agenda, it can be voted on or removed from the agenda.

CM Weaver motioned, seconded by CM Bradberry to adjourn to Executive Session. The motion carried unanimously. After Executive Session, CM Elwood motioned, seconded by CM Endres to come out of Executive Session. The motion carried unanimously. Mayor Bodker reported Council had discussed one personnel matter.

There being no further time, Mayor Bodker adjourned the Work Session.

Approved:

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Michael E. Bodker, Mayor

Attest:

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Joan Jones, City Clerk

(Seal)

**CITY OF JOHNS CREEK**  
**COUNCIL MEETING**  
**February 24, 2019 @ 7:00pm**  
**11360 Lakefield Drive, Johns Creek, GA 30097**

**A) CALL TO ORDER**

**B) ROLL CALL**

PRESENT: Leonard Zaprowski, Brian Weaver, John Bradberry, Mike Bodker, Stephanie Endres, Erin Elwood

ABSENT: Chris Coughlin

**C) PLEDGE OF ALLEGIANCE** Led by Scout Sivalingam, Troop 2000

**D) OPENING REMARKS**

**E) MINUTES**

**E.1 ACTION ITEM - Consideration to Approve February 10, 2020 Work Session Summary and Council Meeting Minutes**

Motion to approve as amended.

MOTION: Stephanie Endres

SECOND: Erin Elwood

AYES: Leonard Zaprowski, Brian Weaver, John Bradberry, Mike Bodker, Stephanie Endres, Erin Elwood

NAYS: None

Motion carried. 6-0

**F) APPROVAL OF MEETING AGENDA**

Motion to approve as amended moving item M8 to M1.

MOTION: John Bradberry

SECOND: Brian Weaver

AYES: Leonard Zaprowski, Brian Weaver, John Bradberry, Mike Bodker, Stephanie Endres, Erin Elwood

NAYS: None

Motion carried. 6-0

Motion to remove items M3-M6 (Appt. Resolutions)

MOTION: Stephanie Endres

Motion died for lack of second.

**G) CONSENT AGENDA**

**G.1 ACTION ITEM: Consideration of Privileged Resolution recognizing Eagle Scout Cheran Sivalingam of Troop 2000**

Motion to approve as presented.

MOTION: John Bradberry

SECOND: Brian Weaver  
AYES: Brian Weaver, Erin Elwood, John Bradberry, Mike Bodker, Leonard Zaprowski, Stephanie Endres  
NAYS: None  
Motion carried 6-0

## H) PRESENTATIONS

### I) PUBLIC COMMENT

A. Pere/A. Subramanian/V. Vhanlea commented on their support of cricket. S. Broadbent commented on his support for Chief Densmore; S. Jadavji offered his congratulations to Chief Densmore, his support for cricket and EMJCH events; P. Nunn /L. Higdon voiced their support for passage of the Hate Crime Ord.; MB Cooper thanked the Public Wks. for their efforts during the recent icy weather; K. Canaday, commented on donation for the restoration of Macedonia headstones; K. Davies provided update on the new JC Art Center Dir. Stephanie Donaldson

### J) REPORTS

#### J.1 Johns Creek Chamber of Commerce Quarterly Update

Exec. Dir. Buckley provided update on Chamber accomplishments/events

#### J.2 Presentation of Monthly Management Report

Mr. Densmore presented report and requested feedback on reformatted design.

#### J.3 Legislative Updates

Provided by Mayor Bodker

### K) ANNOUNCEMENTS

Upcoming Meetings/HS Sporting Events/Special Needs Expo

### L) OLD BUSINESS

#### L.1 ACTION ITEM - Consideration of Approval of Tourism Product Development Funds in the amount of \$55,000 to a Second Gateway Marker

CVB Chairperson Smith reviewed proposal for the Development of Master Plan for \$52K with remaining funds towards Greenway Trail Study.

Motion to approve 50K towards Greenway Study, 5K towards LJC Mural.

MOTION: John Bradberry

SECOND: Stephanie Endres

AYES: John Bradberry, Stephanie Endres

NAYS: Brian Weaver, Erin Elwood, Mike Bodker, Leonard Zaprowski

Motion failed 2-4

Motion to approve 52K towards Master Greenway Plan Study with remaining 3K funds to LJC Mural.

MOTION: Erin Elwood

SECOND: Brian Weaver

AYES: Brian Weaver, Erin Elwood, Mike Bodker, Leonard Zaprowski  
NAYS: John Bradberry, Stephanie Endres  
Motion carried 4-2

**M) NEW BUSINESS**

**M.8 O2020-02-06 Consideration to approve an Ordinance to Amend Chapter 34 (Offenses and Miscellaneous Provisions) of the City of Johns Creek Code of Ordinances to provide for Enhanced Penalties for Certain Code Violations Evidencing; by providing for the Collection and Dissemination of Investigatory Data by and for Law Enforcement Agencies; to provide for an Effective Date; and for other purposes. Moved up in amended agenda.**

Motion made to approve O2020-02-06 with amendment to Section 1. 34-6(a) (2)-subsection (c)  
MOTION: John Bradberry  
SECOND: Leonard Zaprowski  
AYES: Brian Weaver, Erin Elwood, John Bradberry, Mike Bodker, Leonard Zaprowski  
NAYS: Stephanie Endres  
Motion carried. 5-1

**M.2 ACTION ITEM - PUBLIC HEARING and Consideration of RC-20-001 - Issuance of River Corridor Certificate for Villas at River Park Subdivision, Located at 5975 State Bridge Road**

Com. Dev. Dir. Song reviewed request RC-20-001. Mayor Bodker opened Public Hearing for RC-20-001. K. Wood spoke on his support for this issuance. Mayor Bodker called for opposition, no other speaker; he closed the Public Hearing for RC-20-001

Motion made to approve RC-20-001 as presented.

MOTION: John Bradberry  
SECOND: Brian Weaver  
AYES: Brian Weaver, Erin Elwood, John Bradberry, Mike Bodker, Leonard Zaprowski, Stephanie Endres  
NAYS: None  
Motion carried. 6-0

**M.3 O2020-02-05- PUBLIC HEARING and Consideration of an Ordinance Amending the City of Johns Creek Zoning Map for RZ-20-001, VC-20-001-01 & SUP-20-001 Located at 11105 Jones Bridge Road & 4823 Taylor Road**

Dir. Song presented case reviewing property history, highlighting land use, SUP criteria. He reviewed building height/front-rear elevations/access points.

Mayor Opened Public Hearing. Prior to Applicant E. Underwood presenting, Mayor Bodker placed the meeting in recess so his PowerPoint could be uploaded. Mayor Bodker called the meeting back to order and Mr. Underwood presented his application; S.Row reviewed elevations/activity on Jones Bridge Site/stormwater flow reviewed/relocation of dumpster; B. Chambers reviewed architecture design summary; B. Davis, provided hx of his family business, analysis to determine the needs of the area, meets city standards, met with property owners, activities held in front of building, no exterior customer access in rear of bldg. request approval

of this zoning request. Lindsey Warren owner of adjacent property, good complimentary use, this is low impact to his business.

Mayor Called for Opposition to this case.

O.Laidrkheater commented this case is not aligned with Master Plan, not good for residential Ocee community, do not object to use this land, but not with this bldg., zoned O&I, he addressed Comp. Plan vision for suburban village, this bldg. dominants the view, not a family oriented business, height will create visible eyesore, reduce full market value of home, with light from billboard and this huge building it creates excessive burden, safety issue with students in surrounding areas, not walkable business, business come and go-this is a permanent bldg. no environment study regarding basement and underwater storage facility, only a swell, could damage adjoining property owners. K. Young-back view from Taylor Rd...Hours excessive, no other business open that late. Not staffed 24 hrs. fire suppression concern and nearby are three other storage facilities. R. London, son goes to CHS, drives box band truck, accidents, pulling trailer issues, safety concerns, noise concerns, cutting trees, worried about property values and if this is a sustainable business. L. Goodman- 20 year resident, not enticing for homeowners, proposal changes the entire feel of the area, business out of sync with neighborhood, lights up the night sky, busy roadway access points. What about stone face fencing, heavy burden to neighbors, and sound of unpacking at all hours, no traffic study done needs to be added as condition, property right, and constitutional protection. Community would support townhomes, enhance neighborhood. E. Lupez Luca new neighbor for 3 years, like to have businesses around that you walk to, you represent us and work for us, this business does not create jobs, keep neighborhood the way it is. Singh Mann five homeowners effected by this bldg. Noted 600 people signed petition against this rezoning.

During rebuttal, Mr. Underwood addressed issues use of existing property, office use has not been proposed in 10yrs...Staff agrees this applicant conforms to Comp. Plan; environmental no sensitive features, staff and planning commission recommend approval; height concerns have been addressed. Safety, this is a low intensity unit, applicant-bringing change that is not always easy, has an unconstitutional zoning because you cannot build on it. The variance is proposed with neighbors in mind but it can be eliminated, as the use is the most important.

Mayor Bodker closed Public Hearing. Mayor Bodker provided information on his previous call with Mr. Underwood and Mr. Underwood voiced no objections to Mayor being part of discussion. Council had discussion on back drive; existing curb cuts, location of loading bay, closest property line distance (50ft), tree plantings and screening, interior lighting, underground stormwater detention, storage of flammable products, hours of operation

Motion made to Deny O2020-02-05 regarding RZ-20-001, VC-20-001-01 & SUP-20-001

MOTION: John Bradberry

SECOND: Stephanie Endres

AYES: Brian Weaver, Erin Elwood, John Bradberry, Mike Bodker, Leonard Zaprowski, Stephanie Endres

NAYS: None

Motion carried 6-0

**M.3 R2020-02-04 Consideration to approve a Resolution appointing members to the City of Johns Creek Board of Zoning Appeals**

Motion made to approve composite motion for appointments to BZA (Reso2020-02-04/05/06)

MOTION: John Bradberry

SECOND: Leonard Zaprowski

AYES: Brian Weaver, Erin Elwood, John Bradberry, Mike Bodker, Leonard Zaprowski, Stephanie Endres

NAYS: None

Motion carried 6-0

**M.4 R2020-02-05 Consideration to approve Resolution appointing members to the City of Johns Creek Planning Commission**

Motion made to approve composite motion for appointments to PC (Reso2020-02-7/9/10)

MOTION: Stephanie Endres

SECOND: Erin Elwood

AYES: Brian Weaver, Erin Elwood, John Bradberry, Mike Bodker, Leonard Zaprowski, Stephanie Endres

NAYS: None

Motion carried 6-0

**M.5 R2020-02-06 Consideration to approve Resolution appointing members to the City of Johns Creek Arts and Culture Board**

Motion made to approve composite motion for appointment to ACB (Reso 2020-02-11 thru 16)

MOTION: John Bradberry

SECOND: Stephanie Endres

AYES: Brian Weaver, Erin Elwood, John Bradberry, Mike Bodker, Leonard Zaprowski, Stephanie Endres

NAYS: None

Motion carried 6-0

**M.6 R2020-02-07 Consideration to approve Resolution appointing members to the Recreation and Parks Advisory Committee**

Motion made to approve composite motion for appointments to RPAC (Reso 2020-02-17 thru 23)

MOTION: Leonard Zaprowski

SECOND: John Bradberry

AYES: Brian Weaver, Erin Elwood, John Bradberry, Mike Bodker, Leonard Zaprowski, Stephanie Endres

NAYS: None

Motion carried 6-0

**M.7 R2020-02-08 - Consideration of Resolution Calling for the State of Georgia Fiscal Year 2021 Budget to Include Funding for New NOW/COMP Waiver Recipients**

CM SE reviewed resolution, thanked everyone for their support and positive response. Mayor thanked Governor Kemp for his response as this life saving services

Motion made to approve R2020-02-08 (current version).

MOTION: Stephanie Endres



SECOND: Brian Weaver  
AYES: Brian Weaver, Erin Elwood, John Bradberry, Mike Bodker, Leonard Zaprowski,  
Stephanie Endres  
NAYS: None  
Motion carried 6-0

**M.9 ACTION ITEM- Consideration to submit request to Georgia Legislators to amend  
Section 2.10 Charter changes regarding Term Limits.**

Motion made to approve Action Item as presented.

MOTION: John Bradberry  
SECOND: Brian Weaver  
AYES: Brian Weaver, Erin Elwood, John Bradberry, Mike Bodker, Leonard Zaprowski,  
Stephanie Endres  
NAYS: None  
Motion carried 6-0

**N) OTHER BUSINESS**

**O) PUBLIC COMMENT**

**P) MAYOR'S COMMENTS**

**Q) EXECUTIVE SESSION** No Executive Session held

**R) ADJOURN OUT OF EXECUTIVE SESSION**

**S) ADJOURNMENT**

Motion made to adjourn.

MOTION: John Bradberry  
SECOND: Brian Weaver  
AYES: Brian Weaver, Erin Elwood, John Bradberry, Mike Bodker, Leonard Zaprowski,  
Stephanie Endres  
NAYS: None  
Motion carried

Approved:

Attest:

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Michael E Bodker, Mayor

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Joan C. Jones, City Clerk

MEMORANDUM of UNDERSTANDING  
INTERAGENCY AGREEMENT FOR NARCOTICS AND VICE INVESTIGATIONS FOR ALPHARETTA, JOHNS  
CREEK, FORSYTH COUNTY

PURPOSE

It is incumbent on the cities of Alpharetta, Johns Creek and the County of Forsyth to identify resources to handle complaints and investigate incidents of narcotics use and abuse as well as violations of vice laws occurring within the municipalities and in Forsyth County. Accordingly, the cities of Alpharetta, Johns Creek and Forsyth County have agreed to form a Task Force to respond to, investigate and prosecute the offenders through mutual aid and the terms of this agreement within the respective jurisdictions. It is the intent of this Task Force to investigate criminal offenses and to share information/intelligence derived in the cities of Alpharetta, Johns Creek and the County of Forsyth.

Persons engaged in criminal activities and enterprises do not respect geographical jurisdictional boundaries. Therefore, membership in this Task Force is open to the Forsyth County Sheriff's Office, Alpharetta Police Department and the Johns Creek Police Department.

SECTION I

The JCAF (Johns Creek Alpharetta Forsyth) Task Force is hereby formed by agreement of the Chief Law Enforcement Officials of the following Departments:

1. Alpharetta Department of Public Safety
2. Forsyth County Sheriff's Office
3. Johns Creek Police Department

Membership in this Task Force is open to any agency voted on and approved by the Board of Directors. Associate membership in the Task Force is authorized for other local, state or federal entities as approved by the Board. The District Attorney of Forsyth County and Fulton County or their designee, shall sit on the board in a non-voting capacity to provide assistance to the Board.

Members assigned to the task force shall be dual sworn as Forsyth County and or Fulton County Deputies to assist in legal authority to perform actions related to criminal investigations outside of their primary jurisdictions.

## SECTION II

The Chief Law Enforcement Officials, of the above three entities, shall comprise the Board of Directors of the Task Force and shall direct the operations of said Task Force. The head of any other approved law enforcement entity shall assume a seat on the Board once approved by the sitting Board. The addition of new agencies shall create a need for a new quorum to be established. The Chief of the Alpharetta Department of Public Safety shall serve as the Chairman of the Board for a term of two years at the inception of the Task Force; and at the first meeting the board members may elect a vice-chair and secretary at their discretion. The Board shall convene quarterly at 10:00 a.m. at a location to be announced by the Chair at least one week prior to the meeting.

Other meetings will be held at a time and location specified by the Chairman upon adequate notice to the other Board members. Attendance by two members of the Board shall constitute a quorum and are authorized to conduct business on behalf of the entire Board, with the exception of real estate transactions which shall require all members to be present.

Due to the complexity of schedules maintained by the board members, it shall be allowable for the Chair to call for an e-vote by means of email on items deemed time sensitive.

## SECTION III

Each participating organization or Office shall agree to provide full funding for each of their own employees assigned, for salary, overtime, state and federal benefits prescribed by the parent of organization or Office, personal equipment, automobile costs, legal representation and miscellaneous costs incurred by the employees assigned to the Task Force.

Rental or capital costs for office space, utilities, shared technical equipment, telecommunications, internet, and miscellaneous office supplies shall be at an agreed upon 1/3 shared costs by each of the three originating agencies or Office. Future considerations of additional member agencies will necessitate an agreement by all involved agencies or Office's to new sharing percentages. Prior to any acquisition or lease of real property, the Board will require a unanimous vote of the members' subject to approval of the municipal party's board or legal entity approval process.

Each agency or Office will maintain all seizures and forfeitures occurring in their primary jurisdictions or home agency jurisdiction. Any seizures or forfeiture will be placed into the agencies existing State Asset Seizure Fund of the primary jurisdictional agency. Seizures and asset forfeiture upon award will be distributed at 1/3 of the award to each agency after prosecutorial and related miscellaneous expenses are paid. All payments shall be made with 45 days of final award. Any seizure made outside of an agency or Office home jurisdiction will be made at the discretion of the Task Force commander and shall result in any award being placed into the existing state seizure fund of the Forsyth County Sheriff's Office where upon final award, the amount will be split evenly at 1/3 shares between the three Task Force agencies once prosecutorial and miscellaneous fees and awards are deducted. Acceptance of new member agencies into the Task Force will require unanimous approval of a new sharing percentage.

Custody of all records, checkbooks and funds shall remain with the Task Force Administrative Assistant, and may be assigned to an accountant. Said accountant shall monitor all funds or seized assets and maintain accounting records as required and/or recommended by the Board. The Administrative Assistant shall submit such records for audit by a CPA firm or other qualified entity selected by the Board each year. A copy of the audit shall be provided to the Board of Directors upon completion each year. The Admin Assistant and/or Commander shall be responsible for all state and federal reporting.

**Section IV: Revise to show the Board will Appoint Commander of Task Force, Remove Captain W.C. Barrett name (CALEA 42.2.4b)**

#### SECTION IV

The JCAF Task Force will operate combined narcotics, vice and intelligence units within the Task Force. Captain W.C. Barrett of the Forsyth County Sheriff's Office is designated as the initial Task Force Commander and shall report to the Board. Supervisors in the unit will be designated by the Task Force Commander and approved by the Board. The total number of investigators, administrative assistants and/or analyst assigned to the Task Force will be determined at the discretion of the Chief

**Section V: Revise to show "agency personnel will adhere to their agency's policies where task force policies do not exist". Also add language "Established policies and procedures will outline the authority and responsibility of each agency member" State 1.24**

#### SECTION V

Once constituted, the Board will establish written policies and procedures for the JCAF Task Force and shall ensure that such policies and procedures are provided to each member of the Board and each employee of the various agencies assigned to the Task Force. The Board shall review the written policies and procedures at such time as may be required for the successful operation of the JCAF Task Force and make changes or modification deemed appropriate or necessary by the Board.

#### SECTION VI

Should seizures occur as contemplated and authorized by the Official Code of Georgia Annotated, the civil proceedings required for the forfeiture shall be handled under the authority of the District Attorney or their designee. An officer/deputy assigned to the task force shall investigate, handle any administrative matters including preparation of documents to ensure that all seizures and forfeitures are handled and adjudicated according to law and the policy and practice of the affected District Attorney's Office. Any applicable fees will be paid from the proceeds provided in O.C.G.A. 16-13- 49.

#### SECTION VII

Any member of the Board of Directors or the JCAF Task Force can opt out of this agreement and participation in the Task Force by submitting a notice to separate or resign to the Board for action. The Board will act on any notice submitted in writing upon receipt of notice provided the notice is submitted at least ninety (90) days prior to the intended withdrawal from the Board or Task Force. All financial obligations less previously approved lease agreements shall terminate upon the expiration of the 90 days or specified resignation date.

Rak Freeman

Sheriff, Forsyth County

1-8-18

Date

[Signature]

Director, Alpharetta Public Safety

1-10-18

Date

[Signature]

Chief, Johns Creek Police Department

02/26/18

Date

[Signature]

Mayor, City of Alpharetta

1-22-2018

Date

Approved AS TO FORM  
Shirley Monahan  
City Attorney  
[Signature]

Mayor, City of Johns Creek

2-26-2018

Date



**MEMORANDUM of  
UNDERSTANDING**

**INTERAGENCY AGREEMENT FOR NARCOTICS AND VICE INVESTIGATIONS FOR  
ALPHARETTA, JOHNS CREEK, FORSYTH COUNTY**

**PURPOSE**

It is incumbent on the cities of Alpharetta, Johns Creek and the County of Forsyth to identify resources to handle complaints and investigate incidents of narcotics use and abuse as well as violations of vice laws occurring within the municipalities and in Forsyth County.

Accordingly, the cities of Alpharetta, Johns Creek and Forsyth County have agreed to form a Task Force to respond to, investigate and prosecute the offenders through mutual aid and the terms of this agreement within the respective jurisdictions. It is the intent of this Task Force to investigate criminal offenses and to share information/intelligence derived in the cities of Alpharetta, Johns Creek and the County of Forsyth.

Persons engaged in criminal activities and enterprises do not respect geographical jurisdictional boundaries. Therefore, membership in this Task Force is open to the Forsyth County Sheriff's Office, Alpharetta Police Department and the Johns Creek Police Department.

**SECTION I**

The JCAF (Johns Creek/Alpharetta/Forsyth) Task Force is hereby formed by agreement of the Chief Law Enforcement Officials of the following Departments:

1. Alpharetta Department of Public Safety
2. Forsyth County Sheriff's Office
3. Johns Creek Police Department

Membership in this Task Force is open to any agency voted on and approved by the Board of Directors. Associate membership in the Task Force is authorized for other local, state or federal entities as approved by the Board. The District Attorney of Forsyth County and Fulton County or their designee, shall sit on the board in a non-voting capacity to provide assistance to the Board.

Members assigned to the task force shall be dual sworn as Forsyth County and or Fulton County Deputies to assist in legal authority to perform actions related to criminal investigations outside of their primary jurisdictions.

## **SECTION II**

The Chief Law Enforcement Officials, of the above three entities, shall comprise the Board of Directors of the Task Force and shall direct the operations of said Task Force. The head of any other approved law enforcement entity shall assume a seat on the Board once approved by the sitting Board. The addition of new agencies shall create a need for a new quorum to be established. The Chief of the Alpharetta Department of Public Safety shall serve as the Chairman of the Board for a term of two years at the inception of the Task Force; and at the first meeting, the board members may elect a vice-chair and secretary at their discretion. The Board shall convene quarterly at 10:00 a.m. at a location to be announced by the Chair at least one week prior to the meeting.

Other meetings will be held at a time and location specified by the Chairman upon adequate notice to the other Board members. Attendance by two members of the Board shall constitute a quorum and are authorized to conduct business on behalf of the entire Board, with the exception of real estate transactions, which shall require all members to be present.

Due to the complexity of schedules maintained by the board members, it shall be allowable for the Chair to call for an e-vote by means of email on items deemed time sensitive.

## **SECTION III**

Each participating organization or Office shall agree to provide full funding for each of their own employees assigned, for salary, overtime, state and federal benefits prescribed by the parent of organization or Office, personal equipment, automobile costs, legal representation and miscellaneous costs incurred by the employees assigned to the Task Force.

Rental or capital costs for office space, utilities, shared technical equipment, telecommunications, internet, and miscellaneous office supplies shall be at an agreed upon 1/3 shared costs by each of the three originating agencies or Office. Future considerations of additional member agencies will necessitate an agreement by all involved agencies or Office's to new sharing percentages. Prior to any acquisition or lease of real property, the Board will require a unanimous vote of the members' subject to approval of the municipal party's board or legal entity approval process.

Each agency or Office will maintain all seizures and forfeitures occurring in their primary jurisdictions or home agency jurisdiction. Any seizures or forfeiture will be placed into the agencies existing State Asset Seizure Fund of the primary jurisdictional agency. Seizures and asset forfeiture upon award will be distributed at 1/3 of the award to each agency after prosecutorial and related miscellaneous expenses are paid. All payments shall be made with 45 days of final award. Any seizure made outside of an agency or Office home jurisdiction will be made at the discretion of the Task Force commander and shall result in any award being placed into the existing state seizure fund of the Forsyth County Sheriff's Office where upon final award, the amount will be split evenly at 1/3 shares between the three Task Force agencies once prosecutorial and miscellaneous fees and awards are deducted. Acceptance of new member agencies into the Task Force will require unanimous approval of a new sharing percentage.

Custody of all records, checkbooks and funds shall remain with the Task Force Administrative Assistant, and may be assigned to an accountant. Said accountant shall monitor all funds or seized assets and maintain accounting records as required and/or recommended by the Board. The Administrative Assistant shall submit such records for audit by a CPA firm or other qualified entity selected by the Board each year. A copy of the audit shall be provided to the Board of Directors upon completion each year. The Admin Assistant and/or Commander shall be responsible for all state and federal reporting requirements.

#### **SECTION IV**

The JCAFTask Force will operate combined narcotics, vice and intelligence units within the Task Force. The Board will appoint the Task Force Commander. Supervisors in the unit will be designated by the Task Force Commander and approved by the Board. The total number of investigators, administrative assistants and/or analyst assigned to the Task Force will be determined at the discretion of the Chief of Law Enforcement Officer of each member agency.

#### **SECTION V**

Once constituted, the Board will establish written policies and procedures for the JCAF Task Force and shall ensure that such policies and procedures are provided to each member of the Board and each employee of the various agencies assigned to the Task Force. The Board shall review the written policies and procedures at such time as may be required for the successful operation of the JCAF Task Force and make changes or modification deemed appropriate or necessary by the Board. Established policies and procedures will outline the authority and responsibility of each agency member. Agency personnel will adhere to their agency's policy where Task Force Policies do not exist.

#### **SECTION VI**

Should seizures occur as contemplated and authorized by the Official Code of Georgia Annotated, the civil proceedings required for the forfeiture shall be handled under the authority of the District Attorney or their designee. An officer/deputy assigned to the task force shall investigate, handle any administrative matters including preparation of documents to ensure that all seizures and forfeitures are handled and adjudicated according to law and the policy and practice of the affected District Attorney's Office. Any applicable fees will be paid from the proceeds provided in O.C.G.A. 16-13-49.

#### **SECTION VII**

Any member of the Board of Directors or the JCAF Task Force can opt out of this agreement and participation in the Task Force by submitting a notice to separate or resign to the Board for action. The Board will act on any notice submitted in writing upon receipt of notice provided the notice is submitted at least ninety (90) days prior to the intended withdrawal from the Board or Task Force. All financial obligations less previously approved lease agreements shall terminate upon the expiration of the 90 days or specified resignation date.



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Sheriff, Forsyth County

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Date

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Director, Alpharetta Public Safety

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Date

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Chief, Johns Creek Police Department

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Date

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Mayor, City of Alpharetta

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Date

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Mayor, City of Johns Creek

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Date

# AGENDA REPORT

To: Honorable Mayor and City Council Members

From: Alton Matthews, Construction Manager

Date: February 24, 2020 – Work Session

Item: 2020 Resurfacing Contracts

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## Item Summary

For resurfacing in FY2020, Council budgeted \$3,290,000 in the Infrastructure Maintenance Accrual - \$3,000,000 for roadways and \$290,000 for resurfacing of courts and parking lots in the parks. Staff completed the procurement process and recommends contract awards totaling \$3,205,453 (within the adopted budget of \$3,290,000). Specifically, staff recommends award of the neighborhood paving to Northwest Georgia Paving in the amount of \$1,769,987.25, main road and park resurfacing to C.W. Matthews in the amount of \$1,335,715.42, and approval of \$99,500.00 for a task order with ATLAS for construction, engineering and inspection (CEI) services.



## Background

Over the last five years, the City has resurfaced 20 main roads and 123 neighborhood roads. In 2018, the City updated the pavement study. Each road was assigned a pavement quality index (PQI) score between zero and 100. Roads are prioritized for resurfacing based on their condition with the roads in the worst shape being given priority. Based on PQI scores, within the budgeted funds, the following roads should be resurfaced in 2020:

### Main Roads:

- Alvin Road
- Kimball Bridge Rd
- State Bridge Rd
- Parsons Rd
- Newtown Park Parking Lot

#### Neighborhoods:

- Glenhurst
- Saddle Brook
- The Reserve at Wellington
- Oak Bridge
- Riverwood
- Thornhill

#### Update

Staff solicited bids for resurfacing main roads (including the Newtown Park parking lot), and neighborhood roads. The Newtown Park Parking lot was included with the main roads contract bid in order to get the best pricing for this additional resurfacing effort. The city received eight bids for main roads that ranged from \$1.2M to \$1.8M, and nine bids for neighborhoods that ranged from \$1.7M to \$2.5M. The bid summaries and recommendation letters from the Purchasing Division are attached. Staff negotiated a task order with on-call firm ATLAS for CEI services.

#### Comparison Data

In years past, Council has asked staff to compare our asphalt bids with neighboring municipalities. Staff reached out to nearby local governments to proactively evaluate the major line items in the recommended resurfacing bids. As summarized in the table below, the recommended bid prices for major items are in line with those most recently approved resurfacing contracts in surrounding local governments.

Items	Johns Creek (Current Bid)	Roswell	Alpharetta	Gwinnett	Suwanee
Patching	\$116.28	\$143.20	\$120.35	\$249.79	\$140.00
9.5mm	\$87.25	\$112.28	\$99.50	\$98.99	\$102.50
12.5mm	\$101.20	N/A	\$95.00	\$93.64	\$101.08
milling	\$1.90	\$1.75	\$1.85	\$6.33	\$1.95

In 2019, Council also discussed the differences between reclaimed/recycled asphalt pavement (RAP) and virgin asphalt. Based on the research completed, staff found several studies that indicated performance of pavements containing up to 30 percent RAP is similar to that of pavements constructed from virgin materials with no RAP. The cost of virgin asphalt was found to be 14% to 17% higher without an increase in life expectancy. The recommended resurfacing contract will include up to 30% RAP and staff continues to believe the RAP blend will provide the best application within the allocated funding.

#### Financial Impact

In FY2020, Council budgeted Council budgeted \$3,290,000 in the Infrastructure Maintenance Accrual for resurfacing: \$3,000,000 for roadways and \$290,000 for resurfacing of courts and parking lots in the parks. The \$3,000,000 in the roadways has been assigned project number PW2009 and the \$290,000 for the maintenance of courts and parking lots in the existing parks has been assigned project number RP2024.

The recommended bid by Northwest Georgia Paving's for neighborhoods is \$1,769,987.25 and will be paid for under PW2009. The recommended bid by C.W. Matthews for main roads and the Newtown Park parking

lot is \$1,335,715 with \$1,115,715 coming from PW2009 and \$220,000 coming from RP2024. The recommended bid by ATLAS for construction, engineering and inspection (CEI) is \$99,500 coming from PW2009. The total expenses for resurfacing will be \$3,205,202.25 (within the adopted budget of \$3,290,000).

Any sewer manhole adjustment costs associated with these resurfacing projects will be reimbursed by Fulton County pursuant to an existing Memorandum of Agreement. Once reimbursement is made by Fulton County, a Budget Amendment will be presented to Council for consideration.

#### Recommendation

Staff recommends accepting Northwest Georgia Paving bid in the amounts of \$1,769,987.25 for neighborhood roads, C.W. Matthews bid in the amount of \$1,335,715.42 for main roads and Newtown Park and \$99,500.00 for a task order with ATLAS for CEI services.

#### Alternative Approach

- Choose not to proceed with the projects.
- Choose to remove roadways from the scope to reduce contract amounts within budget.
- Choose to add roadways to the scope and increase budget above requested amount.

#### Attachments

- Construction Contracts with:
  - Northwest Georgia Paving
  - C.W. Matthews
- 2020 Resurfacing Maps
- Bid Summary and Recommendation Letter



**CONTRACT AGREEMENT**  
**ITB #20-037**  
**2020 NEIGHBORHOOD ROADS RESURFACING**

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, in the year 2\_\_\_; by and between The City of Johns Creek, Georgia, having its principal place of business at 11360 Lakefield Drive, Johns Creek, Georgia 30097 and Northwest Georgia Paving (“Contractor”), located at 501 West May Street, Calhoun, Georgia 30701.

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

WHEREAS, the City of Johns Creek has caused Invitations to Bid (ITB) #20-037 to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected (“Contractor”) is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the ITB #20-037 and the Contractor’s submittal was deemed by the City of Johns Creek to be the lowest most responsive, responsible bid meeting the minimum specifications to the City per the scope dated February 6, 2020.

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

**1.0 Scope of Work**

The Contractor agrees with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out in each designated area as delineated in Specifications (Exhibit A) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

***EXHIBIT A-SPECIFICATIONS***

***EXHIBIT B-COST PROPOSAL***

***EXHIBIT C-IMMIGRATION & SECURITY FORM / REQUIRED DOCUMENTS***

***EXHIBIT D-LOCATION MAP***

**2.0 Key Personnel**

The City of Johns Creek enters into this Agreement having relied upon Contractor providing the services of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be

replaced or transferred without the prior approval of the City's authorized representative. Any Contractor personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

### **3.0 Compensation**

3.1 Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the ITB and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as Exhibit "B" and incorporated herein, shall be firm throughout the term of this Contract.

3.2 Billings. If applicable, and unless the ITB provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

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

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

### **4.0 Duration of Contract**

4.1 The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

The term of this Contract shall for one (1) year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the City during said term shall be filled at the contract price.

4.2 Contract Renewal. The City shall have the option, in its sole discretion, to renew the Contract for four (4) additional renewals as defined in the Standard Contract Form on a year-to-year basis by giving the Consultant written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Consultant's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Consultant's performance. Renewal will be



accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Consultant shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Consultant.

4.3 Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

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

## **5.0 Independent Contractor**

5.1 The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Johns Creek. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Johns Creek Representative within ten (10) day after issuance.

5.2 Inasmuch as the City of Johns Creek and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Johns Creek without the express knowledge and prior written consent of the City.

## **6.0 Indemnification**

6.1 The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.

6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

## **7.0 Performance**

Performance will be evaluated on a monthly basis. If requirements are not met, City of Johns Creek

Procurement will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have no more than thirty (30) days to remedy the situation.

If requirements are not remedied City of Johns Creek has the right to cancel this Agreement with no additional obligation to Contractor.

#### **7.1 Final Completion, Acceptance, and Payment**

- a) Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
- b) Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to City a Notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising from Contractor's failure to perform the work in accordance with the Contract Documents.
- c) Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 13.

#### **8.0 Changes**

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

#### **9.0 Change Order Defined**

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

#### **10.0 Time and Liquidated Damages**

10.1 The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than September 30, 2020, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in



writing as provided herein.

The Contractor represents that it has taken all difficulties due to weather conditions into consideration in preparing the proposed Contract Sum and in establishing the time for completion of the Work. the completion time will not be extended for normal bad weather. Time for completion of the Work includes an allowance for calendar days on which work cannot be performed out-of-doors. For the purposes of this Agreement, the Contractor agrees that it expects to lose working days to weather in accordance with the following table:

January-14 days	May-6 days	September-2 days
February-14 days	June-3 days	October-3 days
March-10 days	July-4 days	November-5 days
April-7 days	August-2 days	December-9 days

If the total number of calendar days lost per month due to bad weather exceeds the total monthly calendar days identified in the above table, the contract time will be extended by the number of calendar days needed to include the excess number of days lost. However, the Owner will not be obligated to pay any additional sums resulting from such a delay, including but not limited to overhead and profit.

10.2 The Contractor shall pay the City the sum of \$450.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

#### **11.0 Insurance**

11.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.

11.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this Agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

#### **12.0 Termination**

12.1 Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the

Contract for any one or more of the following reasons effective immediately without advance notice:

- a) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- b) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- c) The Contractor fails to comply with confidentiality laws or provisions; and/or
- d) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

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

- a) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- c) The Contractor fails to make substantial and timely progress toward performance of the contract;
- d) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- e) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- f) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- g) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

12.3 Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- a) Immediately terminate the Contract without additional written notice; and/or
- b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

12.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date in accordance with Section 3 herein. The City shall have no further liability to Contractor for such termination.



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

12.6 The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

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

### **13.0 CLAIMS and DISPUTE RESOLUTION**

#### **13.1 Claims Procedure**

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

- e) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.
- f) After Contractor has submitted a fully-documented Claim that complies with all applicable provisions of this Section 13.1, City shall respond, in writing, to Contractor with a decision within sixty (60) Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

### 13.2 Arbitration

- a) If Contractor disagrees with City's decision rendered in accordance with paragraph 13.1f, Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim; failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its Subcontractors.
- b) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
  - 1. Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
  - 2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- c) All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of Fulton County.
- d) If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
- e) Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
- f) All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.



#### **14.0 Confidential Information**

14.1 Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

- a) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- b) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- c) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- d) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

14.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

14.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

14.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.

14.5 Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

#### **15.0 Inclusion of Documents**

Contractor's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the ITB, as amended, and the Contractor's submittal, the language in the former shall govern.

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

## **16.0 Compliance with All Laws and Licenses**

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

### **16.1 Federal Requirements.**

#### **16.1.1 Federal Compliance Regulations**

Federal regulations apply to all City of Johns Creek contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

- a) Equal Employment Opportunity - The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- b) Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
- c) Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
  - 1. Any patent that shall result under this Contract; and
  - 2. Any patent rights to which the Contractor purchases ownership with grant support;
- d) Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  - 1. The copyright in any work developed under this contract; and
  - 2. Any rights of copyright to which the Contractor purchases ownership with grant support.
- e) Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
- f) Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

### **16.2 Georgia Security and Immigration Compliance Act**

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



- b) The Contractor further certifies that any subcontractor employed by Contractor for the performance of this agreement has executed an appropriate subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each subcontractor.
- c) Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

#### **17.0 Assignment**

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

#### **18.0 Amendments in Writing**

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

#### **19.0 Drug-Free and Smoke-Free Work Place**

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

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

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

- a) The Contractor has made false certification herein; or
- b) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

#### **20.0 Additional Terms**

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

#### **21.0 Antitrust Actions**

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

#### **22.0 Reporting Requirement**

Reports shall be submitted to the Project Manager on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

**23.0 Governing Law**

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

**24.0 Entire Agreement**

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

**25.0 Special Terms and Conditions**

(Attached are any special terms and conditions to this contract, if applicable:)



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

CITY OF JOHNS CREEK:

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTARY: \_\_\_\_\_  
Sign

NOTARY: \_\_\_\_\_  
Sign

NAME: \_\_\_\_\_  
Print

NAME: \_\_\_\_\_  
Print

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SEAL:

SEAL:

**EXHIBIT A**  
**SPECIFICATIONS**



## 2020 NEIGHBORHOOD PAVING PROJECT

### Project Specifications / Scope of Work

#### **PURPOSE, INTENT AND PROJECT DESCRIPTION**

The City of Johns Creek Public Works Department (City), requests that interested parties submit formal sealed bids/proposals for the plant mix resurfacing within (6) Johns Creek subdivisions. All subdivision can be located on the location map provided in this bid package.

#### **Subdivisions To Be Paved**

- Glenhurst
- The Reserve at Wellington
- Oak Bridge
- Saddle Bridge
- Thornhill
- Riverwood

All roads within the (6) Subdivisions are to be resurfaced with 1.25" of 9.5mm asphalt, with edge milling of the entire roadway.

#### **GENERAL CONDITIONS**

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

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work, and specifications;
- City of Johns Creek ordinances and regulations;
- OSHA standards and guidelines
- Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

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

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

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

Materials must come from GDOT approved sources. The contractor will be required to submit in writing a list of proposed sources of materials. When required representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all



tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. **Bidder shall submit minimum three (3) references demonstrating experience completing projects of similar scope. (Please include contact email)**

**Offeror must provide a valid copy of GDOT qualification certification and a Valid Georgia General Contractors License in bid submission.**

10% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The City will inspect the work as it progresses.

#### **PROCUREMENT SCHEDULE:**

Bid Release	Jan 10 <sup>th</sup> , 2020.
Deadline to Submit Questions	Jan 31 <sup>th</sup> , 2020 @ 5:00 pm
<b>Deadline to Submit Bid</b>	<b>Feb 6<sup>th</sup>, 2020 @ 2:00pm</b>
Work Session	Feb. 24 <sup>th</sup> , 2020
Council Vote	Mar. 9 <sup>th</sup> , 2020
Anticipated NTP	March 25 <sup>th</sup> , 2020
Completion Date	Sept. 30 <sup>th</sup> , 2020

#### **PROSECUTION AND PROGRESS**

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by September 30<sup>th</sup>, 2020. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

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

Normal workday for this project shall be 9:00AM to 4:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.)

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





The contractor shall be assessed liquidated damages in the amount of \$450.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed by September 30<sup>th</sup>, 2020. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages for not completing any required Punch List work within 45 calendar days.

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

The standard order of operations shall be as follows:

- Patching
- Milling
- Resurfacing
- Thermoplastic Striping

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

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

#### **PERMITS AND LICENSES**

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

#### **MATERIALS**

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

#### **PUBLIC NOTIFICATION**

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

#### **EXISTING CONDITIONS / DEVIATION OF QUANTITIES**

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is



for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered “incidental work” and included in the bid prices for items on the Bid Schedule.

#### **TRAFFIC CONTROL**

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

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

Two-way traffic shall be maintained at all times, utilizing pilot vehicles, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

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

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





Pricing for personnel and equipment required for maintaining temporary traffic control, public convenience and safety are to be included in the topping item (9.5mm).  
No separate line item will be included for traffic control.

#### **PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE**

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

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

#### **EDGE MILLING**

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

#### **Speed humps:**

Contractor shall mill a butt joint at the ends of each speed hump transitioning approximately 10ft from the speed hump from 2.25" depth at speed hump to 0" at the tie-in 10 ft. away from the speed hump.

Contractor shall provide edge milling at curb lines. The minimum width for edge milling shall be based on the size of the machine used to excavate, but shall not exceed 7' in width. The milling will be variable depth. The final surface of the pavement after all paving has been completed shall be flush with the existing curb and up to a maximum height of 0.75 inch above the edge of the existing curb and gutter.

The contractor shall also edge mill any pavement areas without curb and gutter. The final pavement surface shall match the adjacent shoulder elevations.

The City may elect to increase the milling area on severely cracked roadways. When directed by the City/CEI, the contractor shall mill the whole roadway (curb to curb) up to a depth of 2" at the centerline of the road.

The contractor will be paid for milling at the unit price bid for "Milling, Variable Depth" (sy) regardless to depth or extent of milling (edge or entire roadway).



A construction sign is to be installed at subdivision entrances alerting the public of milled surfaces until resurfacing is completed.

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

#### **REPAIR OF EXISTING PAVEMENT**

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

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

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

#### **BITUMINOUS TACK COAT**

This work shall consist of the placement of bituminous tack. AC-20 or AC-30 shall be used. All surfaces shall be cleaned completely and thoroughly dry before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack coat shall be applied between .04 and .06 gallons per square yard. The cost for this item is to be included in the unit price for 9.5 mm.

#### **ASPHALT CONCRETE PAVING**

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

The subdivisions shall be topped with 1.25" (138 lbs. /sy.) of topping.

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

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

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





#### **ADJUSTING UTILITY STRUCTURES TO GRADE**

All manholes are to be adjusted to grade prior to placement of asphalt per Fulton county specifications. The contractor shall be held responsible for property damage due to unsafe adjusted manholes. Payment for this work will be for each manhole adjusted. The contractor will also be responsible for the adjustment of all water valves at no additional cost to the city.

Manholes risers will be furnished by Fulton County at no additional cost to the contractor. Pricing for this work is for installation of the manhole risers only.

#### **THERMOPLASTIC PAVEMENT MARKINGS**

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

The final pavement markings also include installation of type 1 and type 3 Raised Pavement Markers according to GDOT Specifications. RPM's shall be spaced closer together (20' increments) along sharp curves and as directed by the CEI. RPM materials shall meet GDOT standard specifications and shall be on the GDOT Qualified Products List.

#### **SOLID TRAFFIC STRIPE, 24 IN, WHITE**

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

#### **SOLID TRAFFIC STRIPE, 5 IN, YELLOW**

5in double yellow permanent traffic paint is to be installed at each stop sign of each subdivision entrance approaching main roads for a total length of 120 LF each stripe, at each location.

#### **CLEANUP**

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

#### **SAFETY**

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

### 2020-Neighborhood Resurfacing (1.30.2020)

ITEM NO.	DESCRIPTION	UNIT	Glenhurst	Reserve At Wellington	Oak Bridge	Saddle Bridge	Thornhill	Riverwood	Total
N/A	PAVEMENT AREA	SY	28622.69	12000	4584.8	13944.22	68229	20622	<b>148003</b>
N/A	% of Contract	%	0.19	0.08	0.03	0.09	0.46	0.14	<b>1.00</b>
N/A	Manholes	EA	43	30	7	20	60	13	<b>173</b>
402-1802	RECYCLED ASPH CONC PATCHING INCL BITUM MATL & H - LIME	TN	513	471	82	250	1224	369	<b>2909</b>
402-4510	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME (1.25")	TN	2173	911	348	1058	5178	1564	<b>13841</b>
402-3190	MILLING ASPH CONC PVMT VARIABLE DEPTH	SY	9917	18919	3060	9495	46916	10592	<b>98900</b>
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	80						<b>80</b>
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	25		25				<b>50</b>
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF			182				<b>182</b>

**EXHIBIT B**

**COST PROPOSAL**



Electronic Bids: BidNet 2/6//2020

## 20-037 2020 NEIGHBORHOOD ROADS RESURFACING

Release by: BidNet Opened by: Neil Trust

Code	Description	UOM	Quantity	NW Georgia Paving	
				Price	Total Cost
N/A	Manholes	EA	173		
402-1802	RECYCLED ASPH CONC PATCHING INCL BITUM MATL & H LIME	TN	2909	\$125.00	\$21,625.00
402-4510	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME (	TN	13841	\$120.00	\$349,080.00
402-3190	MILLING ASPH CONC PVMT VARIABLE DEPTH	SY	98900	\$87.25	\$1,207,627.25
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	80	\$1.90	\$187,910.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	50	\$5.00	\$400.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	182	\$30.50	\$1,525.00
				\$10.00	\$1,820.00
<b>Total Rank</b>					<b>\$1,769,987.25</b>
					<b>1</b>

**EXHIBIT C**

**IMMIGRATION & SECURITY FORM / OTHER REQUIRED DOCUMENTS**



## IMMIGRATION AND SECURITY FORM

### CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Johns Creek has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The [Contractor] further certifies that at the time of the execution of this contract, the [Contractor] employs 150 employees.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time the subcontractor(s) is retained to perform such service.

110560

EEV / Basic Pilot Program\* User Identification Number

Russell Smith

BY: Authorized Officer or Agent  
(Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Russell Smith

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS 6th DAY OF February 20 20

Lisa Callaway

Notary Public

My Commission Expires: 06/05/23



\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**Purchasing Division**



**O.C.G.A. § 50-36-1(e)(2) Affidavit**  
**Verifying Lawful Presence in the United States**  
(Individual submitting proposal on behalf of firm or individual)

By executing this affidavit under oath, as an applicant for a(n) contract, as referenced in O.C.G.A. § 50-36-1, from the City of Johns Creek, a municipal corporation of the State of Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

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

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

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

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

Drivers License - 0545826999

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

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

Russell Smith

Signature of Applicant

Russell Smith - President  
Printed Name of Applicant and Title

Subscribed and sworn to before me on

this the 6th day of February, 2020.

Lisa Callaway  
(Clerk/Notary Public)

My commission expires: 06/05/23



**Purchasing Division**



# CITY OF JOHNS CREEK

## DISCLOSURE FORM

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

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

Name of Offeror Northwest Georgia Paving, Inc.

Name and the official position of the Johns Creek Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.) *Offeror(s) will list N/A-Not Applicable to the fields below, if applies:*

N/A

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

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

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Johns Creek and your relation:

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

**Purchasing Division**

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Northwest Georgia Paving, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>501 W. May Street</b> City, state, and ZIP code <b>Calhoun, GA 30701</b> List account number(s) here (optional)	
Requester's name and address (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								
5	8	-	0	8	3	6	8	7

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person ▶

Date ▶ 02/05/2020

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## CERTIFICATION ON SPONSER

### DRUG-FREE WORKPLACE

I hereby certify I am a principle and duly authorized representative of  
Northwest Georgia Paving, Inc., ("Contractor"), whose address is  
501 W. May Street, Calhoun, Georgia 30701  
\_\_\_\_\_, and I further certify that:

(1) The Provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from the Subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The Undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

### CONTRACTOR

Date: 02/06/20 Signature: Russell Smith

Print Name: Russell Smith Title: President

### Purchasing Division



## LIST OF SUBCONTRACTORS

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

SUBCONTRACTOR	WORK TO BE PERFORMED	% OF THE WORK
Peek Pavement Marking, LLC.	Pavement Markings	2%

Company Name: Northwest Georgia Paving, Inc.

- City of Johns Creek requires 51% participation by the Prime Contractor on all projects.
- Prime Contractor required to submit E-verify affidavit's for each Subcontractor performing services. Subcontractor Affidavit OCGA 13-10-91 form.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT Northwest Georgia Paving, Inc.

(Name of Contractor) \_\_\_\_\_

(Address of Contractor) at 501 W. May Street, Calhoun, Georgia 30701

(Corporation, Partnership and or Individual) hereinafter called Principal, and

Liberty Mutual Insurance Company

(Name of Surety)

175 Berkeley Street, Boston, MA 02117

(Address of Surety)

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

City of Johns Creek Georgia

(Name of Oblige)

10700 Abbotts Bridge Rd., Suite 190, Johns Creek, Georgia 30097

(Address of Oblige)

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

WHEREAS, the Principal is about to submit, or has submitted, to the City of Johns Creek, Georgia, a proposal for furnishing materials, labor and equipment for:  
**2020 Neighborhood Roads Resurfacing -Bid Number: 20-037**

**TITLE**

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

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

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

Signed, sealed, and dated this 6th day of February, A.D., 20 20

ATTEST:

Anna Garner  
(Principal Secretary)

(SEAL)

Lisa Callaway  
(Witness to Principal)

501 W. May St., Calhoun, GA 30701  
(Address)

~~(Surety)~~

ATTEST  
BY: Felisa H. Vaughan  
(Attorney-in-Fact) and Resident Agent- Georgia  
Felisa H. Vaughan

~~(Attorney-in-Fact)~~

(Seal) McGriff Insurance Services, Inc.  
(Address) 3100 Royal Blvd. South, Alpharetta, GA 30022

Brittany L. Triplett  
(Witness as to Surety) Brittany L. Triplett  
McGriff Insurance Services, Inc.

(Address)

3100 Royal Blvd. South, Alpharetta, GA 30022



Northwest Georgia Paving, Inc.  
(Principal)

501 W. May Street, Calhoun, Georgia 30701  
(Address)

Liberty Mutual Insurance Company

(SURETY)

175 Berkeley Street, Boston, MA 02117

Deborah B. Sasser

Deborah B. Sasser, Attorney-in-Fact

McGriff Insurance Services, Inc.

3100 Royal Blvd. South, Alpharetta, GA 30022





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No. 8200226-016007

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Brian F. Madden; Deborah B. Sasser; Travis G. Huttless; Bart Peppers; Brittany L. Triplett; Felicia H. Vaughan

all of the city of Alpharetta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of January 2019



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

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 4th day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 31, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of January, 2020



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/5/2020

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

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

<b>PRODUCER</b> Advanced Insurance Strategies, LLC P.O. Box 709 Dalton, GA 30722	<b>CONTACT NAME:</b> Jessica Woodard	
	<b>PHONE (A/C, No, Ext):</b> (706) 226-0186 2308	<b>FAX (A/C, No):</b> (706) 226-0178
	<b>E-MAIL ADDRESS:</b> jpowell@ais-ins.net	
<b>INSURED</b>  NW GA Paving Inc P.O. Box 578 Calhoun, GA 30703	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Liberty Mutual Insurance	
	<b>INSURER B:</b> Allied World National Assuranc	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	
	<b>NAIC #</b>	
	23043	
	10690	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB6-Z51-292215-029	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-Z51-292215-019	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			0310-1136	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC2-Z51-292215-039	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
General liability additional insured including completed operations LC2058(01-17). General liability waiver of subrogation LC0443(01-17). Automobile blanket additional insured AC8423(08-11). Automobile blanket waiver of subrogation AC8407(11-17). WC000313 Workers comp blanket waiver of subrogation. Blanket 30 day notice of cancellation AC8407 (11-17). Umbrella follows form.

## CERTIFICATE HOLDER

## CANCELLATION

City of Johns Creek  
10700 Abbotts Bridge Rd  
Suite 190  
John's Creek, GA 30097

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

AUTHORIZED REPRESENTATIVE

57

## Questions & Answers - 1

Project  
Buying Organization

20-037 - 2020 Neighborhood Roads Resurfacing  
The City of Johns Creek

No	Question/Answer	Question Date
Q1	<p><b>Question: Pavement Areas</b></p> <p>The pavement areas stated in the provided bid documents are grossly overstated for the Reserve at Wellington and Thornhill Subdivisions. We are coming up with approximately 12,000 SY of pavement for the Reserve at Wellington and approximately 52,000 SY for Thornhill. Would the City please revise these quantities and tonnages associated with them?</p> <p><b>Answer:</b> Quantities for for Thornhill include Brydon Park at Thornhill, which is insode the Thornhill subdivison.</p> <p>For the Reserve at Wellington deduct 982 tons from current tons total. This will bring total tons down to 911.</p>	01/28/2020
Q2	<p><b>Question: Traffic Control Bid Item</b></p> <p>Would you please add a line item for Traffic Control as a Lump Sum Item. We need this for traffic control and miscellaneous cost.</p> <p><b>Answer:</b> Pricing for personnel and equipment required for maintaining temporary traffic control, public convenience and safety are to be included in the topping item. No separate line item will be included for traffic control.</p>	01/29/2020
Q3	<p><b>Question: Milling Requirements</b></p> <p>Can you please confirm that all milling for this project will be Edge Milling and not Full Width Milling?</p> <p><b>Answer:</b> All milling for this project will be edge milling.</p>	01/29/2020
Q4	<p><b>Question: Water Valve Risers</b></p> <p>Could you please provide a bid item for Water Valve Risers - Paid for by Each? This will allow us to properly price out this work and the City will only pay for what is required.</p> <p><b>Answer:</b> The contractor will also be responsible for the adjustment of all water valves at no additional cost to the city. Materials for adjustments will be furnished by Fulton County.</p>	01/29/2020
Q5	<p><b>Question: GC License</b></p> <p>Bid packet requires submission of a GC License when Asphalt Paving is exempt.</p> <p><b>Answer:</b> A Georgia GC License for Asphalt Paving is exempt and therefore not required.</p>	01/29/2020
Q6	<p><b>Question: Stewart Bros. / MTV's</b></p> <p>Are MTV's or transfer vehicles required for this project?</p> <p><b>Answer:</b> No, MTV's or transfer vehicles not required for this project.</p>	01/31/2020
Q7	<p><b>Question: Stewart bros./ General Contractor License Needed</b></p> <p>Under General Conditions, it states that you require a valid Georgia General Contractors License in Bid submission. Under O.C.G.A. 43-41-17 statue, asphalt contractors are exempt from a General Contractor License. Can you please address this?</p> <p><b>Answer:</b> This project is exempt of requiring one.</p>	01/31/2020

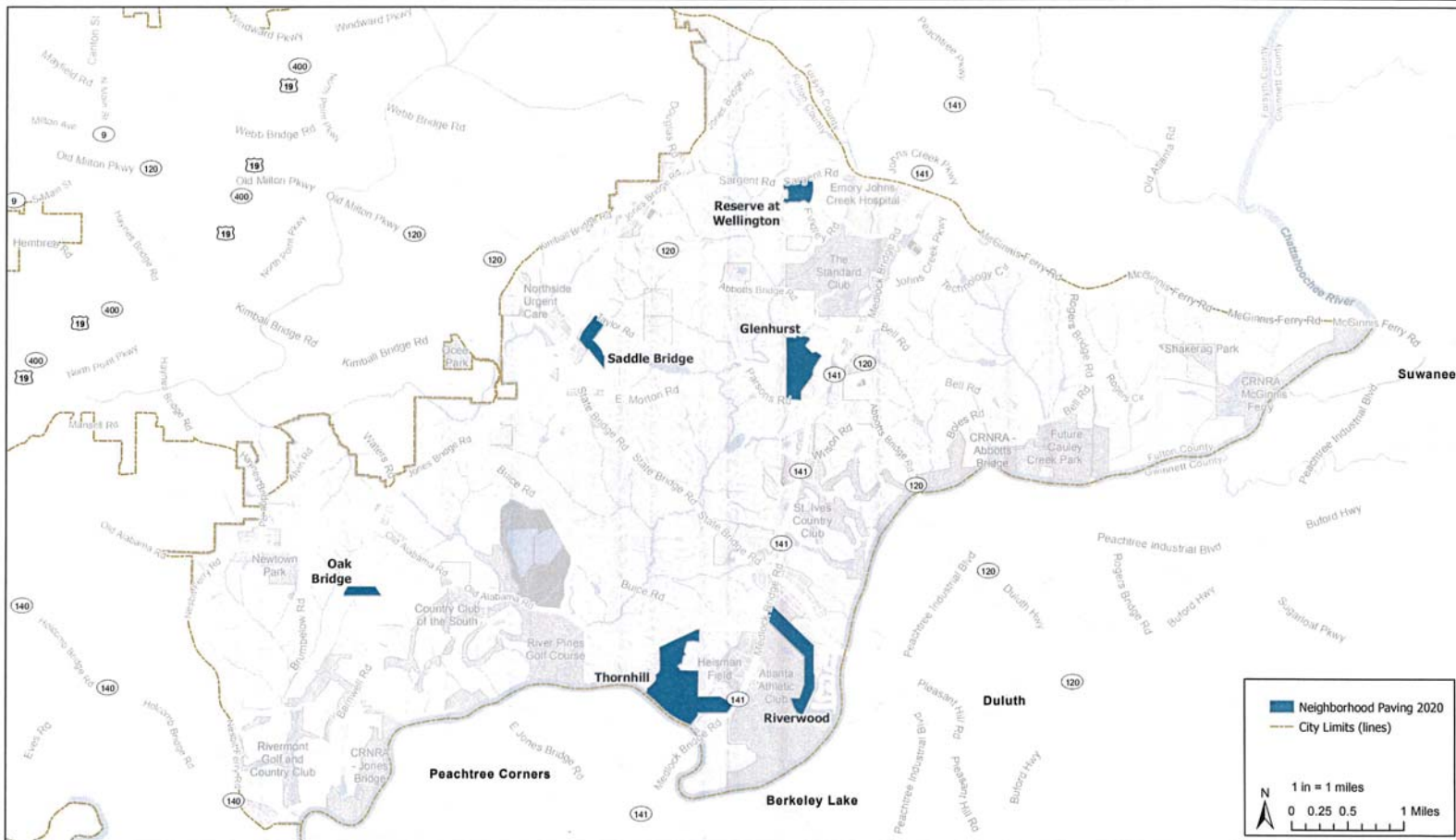
No	Question/Answer	Question Date
Q8	<p><b>Question: Stewart Bros./ Patching Mix</b>  Since you want the patches to be 4" deep, Can we use 25mm for the patching instead of 19mm ?</p> <p><b>Answer:</b> The contractor can use 25mm for patching.</p>	01/31/2020
Q9	<p><b>Question: Stewart Bros./ Riverwood Subd.</b>  The Gutterline of the roads in Riverwood have been paved over. Is it your intention to mill deep enough to expose the gutter to its original state and remove the asphalt currently on the gutters?</p> <p><b>Answer:</b> Yes. Is it our intention to mill deep enough to expose the gutter to its original state and remove the asphalt currently on the gutters?</p>	01/31/2020
Q10	<p><b>Question: Stewart Bros./ Message Boards</b>  Are you requiring message boards for this project?</p> <p><b>Answer:</b> Message boards are not required for neighborhoods resurfacing.</p>	01/31/2020
Q11	<p><b>Question: Stewart Bros./ Milled Surface</b>  How many days can we leave a milled surface before paving?</p> <p><b>Answer:</b> One Week to repave.</p>	01/31/2020

**EXHIBIT D**  
**LOCATION MAP**



## 2020 Neighborhood Resurfacing

January 2020





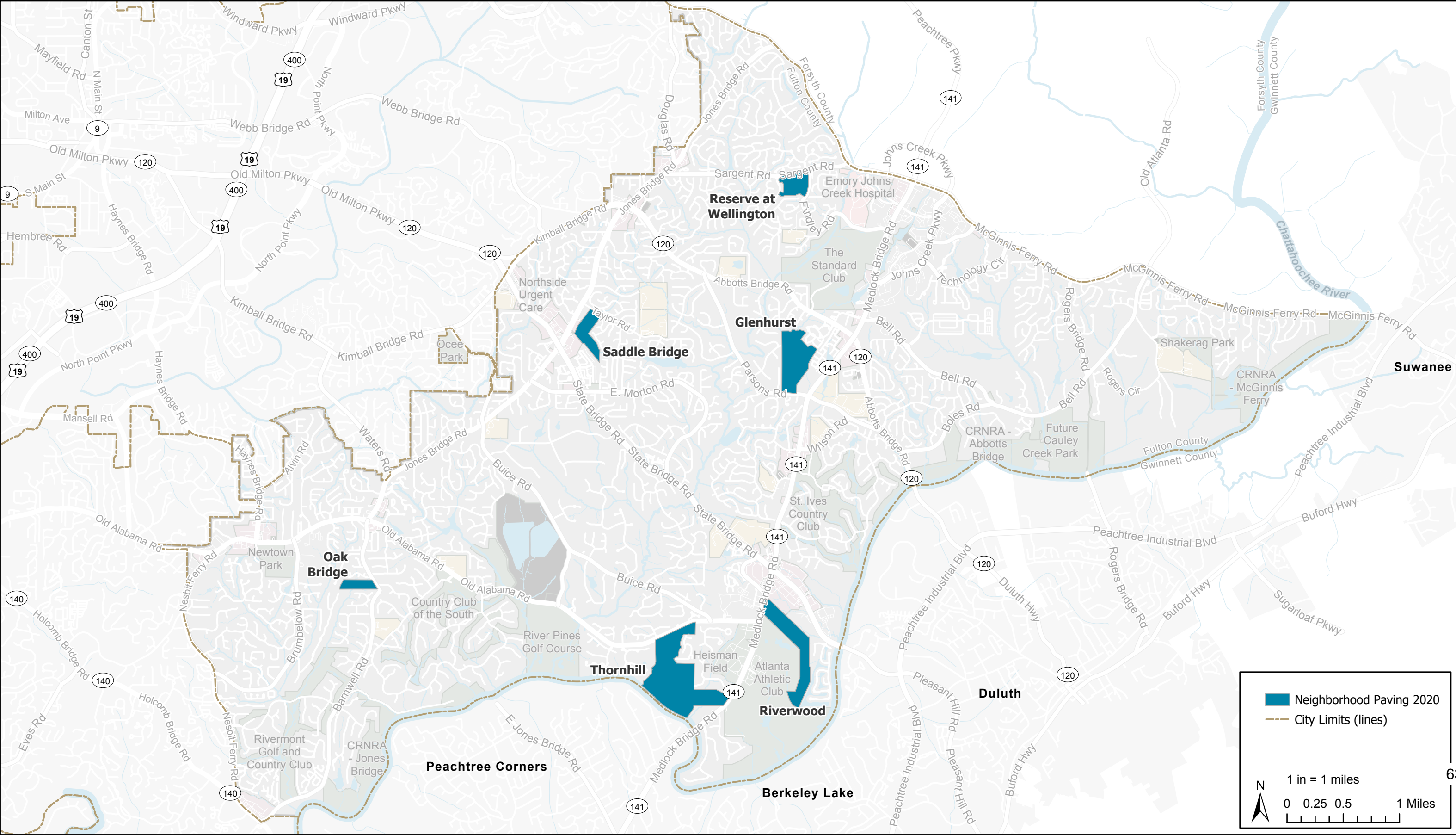
January 13, 2020





2020 Neighborhood Resurfacing

January 2020





Newtown Park Asphalt Resurfacing

2020

January 2020







## **PURCHASING RECOMMENDATION**

**To:** Honorable Mayor, City Council Members and City Manager, Ed Densmore  
2020 MAIN ROADS RESURFACING – Work File

**From:** Purchasing Division

**By:** Neil Trust, CPP, GCPA, CPPM, GCPM, Purchasing Manager

**Date:** February 8, 2020

**Re:** ITB #20-037-1 2020 MAIN ROADS RESURFACING.

The above reference Invitation for Bids (ITB) was released on January 10, 2020 with a due date of February 6, 2020 at 2:00PM. The Solicitation advertised in the Johns Creek Herald, the City's website, State of Georgia Procurement Registry, and BidNet. Suppliers who registered with the National Institute of Governmental Purchasing (NIGP) codes matching this project specification, received notice of this solicitation from the following two platforms:

DOAS Georgia Procurement Registry	476	Suppliers
BidNet Georgia Purchasing Group	287	Suppliers

Seventeen Individuals downloaded bid documents and are plan holders of bid 20-037-1.

The following submittals were received and reviewed for submission compliancy by the Purchasing Manager on February 6, 2020 (attached):

Allied Paving Co. (Pendergrass, GA.)  
Atlanta Paving & Concrete Construction (Lawrenceville, GA.)  
Baldwin Paving Co. (Marietta, GA.)  
Blount Construction Co. (Marietta, GA.)  
C.W. Matthews Contracting Co. (Marietta, GA.)  
E.R. Snell Contracting Co. (Snellville, GA.)  
Northwest Georgia Paving (Calhoun, GA.)  
Stewart Brothers Inc. (Doraville, GA.)

**Purchasing Division**



Therefore, it is the unanimous decision of Public Works and Purchasing staff to make recommendation for award of the above reference ITB to C.W. Matthews Contracting as the lowest monetary, responsive, responsible bid meeting the minimum specifications.

Their cost for the 2020 MAIN ROADS RESURFACING is **\$1,335,715.42**

This project needs to go before the Mayor and City Council / City Manager for approval.





## **PURCHASING RECOMMENDATION**

**To:** Honorable Mayor, City Council Members and City Manager, Ed Densmore  
2020 NEIGHBORHOOD ROADS RESURFACING – Work File

**From:** Purchasing Division

**By:** Neil Trust, CPP, GCPA, CPPM, GCPM, Purchasing Manager

**Date:** February 8, 2020

**Re:** ITB #20-037 2020 NEIGHBORHOOD ROADS RESURFACING.

The above reference Invitation for Bids (ITB) was released on January 10, 2020 with a due date of February 6, 2020 at 2:00PM. The Solicitation advertised in the Johns Creek Herald, the City's website, State of Georgia Procurement Registry, and BidNet. Suppliers who registered with the National Institute of Governmental Purchasing (NIGP) codes matching this project specification, received notice of this solicitation from the following two platforms:

DOAS Georgia Procurement Registry	1,011 Suppliers
BidNet Georgia Purchasing Group	326 Suppliers

Twenty Three Individuals downloaded bid documents and are plan holders of bid 20-037.

The following submittals were received and reviewed for submission compliancy by the Purchasing Manager on February 6, 2020:

Allied Paving Co. (Pendergrass, GA.)  
Atlanta Paving & Concrete Construction (Lawrenceville, GA.)  
Baldin Paving Co. (Marietta, GA.)  
Bartow Paving Co. (Cartersville, GA.)  
Blount Construction Co. (Marietta, GA.)  
C.W. Matthews Contracting Co. (Marietta, GA.)  
E.R. Snell Contracting Co. (Snellville, GA.)  
Northwest Georgia Paving (Calhoun, GA.)  
Stewart Brothers Inc. (Doraville, GA.)

**Purchasing Division**



Therefore, it is the unanimous decision of Public Works and Purchasing staff to make recommendation for award of the above reference ITB to Northwest Georgia Paving as the lowest monetary, responsive, responsible bid meeting the minimum specifications.

Their cost for the 2020 NEIGHBORHOOD ROADS RESURFACING is **\$1,769,987.25**

This project needs to go before the Mayor and City Council / City Manager for approval.



**CONTRACT AGREEMENT**  
**ITB #20-037-1**  
**2020 MAIN ROADS RESURFACING**

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, in the year 2\_\_\_; by and between The City of Johns Creek, Georgia, having its principal place of business at 11360 Lakefield Drive, Johns Creek, Georgia 30097 and C.W. Matthews Contracting Co. ("Contractor"), located at 1600 Kenview Drive, Marietta, Georgia 30060.

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

WHEREAS, the City of Johns Creek has caused Invitations to Bid (ITB) #20-037-1 to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the ITB #20-037-1 and the Contractor's submittal was deemed by the City of Johns Creek to be the lowest most responsive, responsible bid meeting the minimum specifications to the City per the scope dated February 6, 2020.

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

**1.0 Scope of Work**

The Contractor agrees with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out in each designated area as delineated in Specifications (Exhibit A) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

***EXHIBIT A-SPECIFICATIONS***

***EXHIBIT B-COST PROPOSAL***

***EXHIBIT C-IMMIGRATION & SECURITY FORM / REQUIRED DOCUMENTS***

***EXHIBIT D-LOCATION MAP***

**2.0 Key Personnel**

The City of Johns Creek enters into this Agreement having relied upon Contractor providing the services of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be

replaced or transferred without the prior approval of the City's authorized representative. Any Contractor personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

### **3.0 Compensation**

3.1 Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the ITB and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as Exhibit "B" and incorporated herein, shall be firm throughout the term of this Contract.

3.2 Billings. If applicable, and unless the ITB provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

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

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

### **4.0 Duration of Contract**

4.1 The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

The term of this Contract shall for one (1) year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the City during said term shall be filled at the contract price.

4.2 Contract Renewal. The City shall have the option, in its sole discretion, to renew the Contract for four (4) additional renewals as defined in the Standard Contract Form on a year-to-year basis by giving the Consultant written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Consultant's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Consultant's performance. Renewal will be



accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Consultant shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Consultant.

4.3 Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

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

## **5.0 Independent Contractor**

5.1 The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Johns Creek. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Johns Creek Representative within ten (10) day after issuance.

5.2 Inasmuch as the City of Johns Creek and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Johns Creek without the express knowledge and prior written consent of the City.

## **6.0 Indemnification**

6.1 The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.

6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

## **7.0 Performance**

Performance will be evaluated on a monthly basis. If requirements are not met, City of Johns Creek



Procurement will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have no more than thirty (30) days to remedy the situation.

If requirements are not remedied City of Johns Creek has the right to cancel this Agreement with no additional obligation to Contractor.

#### **7.1 Final Completion, Acceptance, and Payment**

- a) Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
- b) Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to City a Notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising from Contractor's failure to perform the work in accordance with the Contract Documents.
- c) Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 13.

#### **8.0 Changes**

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

#### **9.0 Change Order Defined**

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

#### **10.0 Time and Liquidated Damages**

10.1 The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than September 30, 2020, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in

writing as provided herein.

The Contractor represents that it has taken all difficulties due to weather conditions into consideration in preparing the proposed Contract Sum and in establishing the time for completion of the Work. the completion time will not be extended for normal bad weather. Time for completion of the Work includes an allowance for calendar days on which work cannot be performed out-of-doors. For the purposes of this Agreement, the Contractor agrees that it expects to lose working days to weather in accordance with the following table:

January-14 days	May-6 days	September-2 days
February-14 days	June-3 days	October-3 days
March-10 days	July-4 days	November-5 days
April-7 days	August-2 days	December-9 days

If the total number of calendar days lost per month due to bad weather exceeds the total monthly calendar days identified in the above table, the contract time will be extended by the number of calendar days needed to include the excess number of days lost. However, the Owner will not be obligated to pay any additional sums resulting from such a delay, including but not limited to overhead and profit.

10.2 The Contractor shall pay the City the sum of \$450.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

#### **11.0 Insurance**

11.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.

11.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this Agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

#### **12.0 Termination**

12.1 Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the



Contract for any one or more of the following reasons effective immediately without advance notice:

- a) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- b) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- c) The Contractor fails to comply with confidentiality laws or provisions; and/or
- d) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

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

- a) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- c) The Contractor fails to make substantial and timely progress toward performance of the contract;
- d) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- e) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- f) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- g) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

12.3 Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- a) Immediately terminate the Contract without additional written notice; and/or
- b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

12.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date in accordance with Section 3 herein. The City shall have no further liability to Contractor for such termination.

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

12.6 The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

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

### **13.0 CLAIMS and DISPUTE RESOLUTION**

#### **13.1 Claims Procedure**

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



- e) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.
- f) After Contractor has submitted a fully-documented Claim that complies with all applicable provisions of this Section 13.1, City shall respond, in writing, to Contractor with a decision within sixty (60) Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

### 13.2 Arbitration

- a) If Contractor disagrees with City's decision rendered in accordance with paragraph 13.1f, Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim; failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its Subcontractors.
- b) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
  - 1. Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
  - 2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- c) All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of Fulton County.
- d) If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
- e) Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
- f) All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

#### **14.0 Confidential Information**

14.1 Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

- a) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- b) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- c) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- d) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

14.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

14.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

14.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.

14.5 Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

#### **15.0 Inclusion of Documents**

Contractor's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the ITB, as amended, and the Contractor's submittal, the language in the former shall govern.

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



## **16.0 Compliance with All Laws and Licenses**

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

### **16.1 Federal Requirements.**

#### **16.1.1 Federal Compliance Regulations**

Federal regulations apply to all City of Johns Creek contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

- a) Equal Employment Opportunity - The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- b) Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
- c) Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
  - 1. Any patent that shall result under this Contract; and
  - 2. Any patent rights to which the Contractor purchases ownership with grant support;
- d) Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  - 1. The copyright in any work developed under this contract; and
  - 2. Any rights of copyright to which the Contractor purchases ownership with grant support.
- e) Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
- f) Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

### **16.2 Georgia Security and Immigration Compliance Act**

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

- b) The Contractor further certifies that any subcontractor employed by Contractor for the performance of this agreement has executed an appropriate subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each subcontractor.
- c) Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

### **17.0 Assignment**

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

### **18.0 Amendments in Writing**

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

### **19.0 Drug-Free and Smoke-Free Work Place**

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

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

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

- a) The Contractor has made false certification herein; or
- b) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

### **20.0 Additional Terms**

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

### **21.0 Antitrust Actions**

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

### **22.0 Reporting Requirement**

Reports shall be submitted to the Project Manager on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.



### **23.0 Governing Law**

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

### **24.0 Entire Agreement**

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

### **25.0 Special Terms and Conditions**

(Attached are any special terms and conditions to this contract, if applicable:)

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

CITY OF JOHNS CREEK:

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTARY: \_\_\_\_\_  
Sign

NOTARY: \_\_\_\_\_  
Sign

NAME: \_\_\_\_\_  
Print

NAME: \_\_\_\_\_  
Print

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SEAL:

SEAL:

**EXHIBIT A**  
**SPECIFICATIONS**





## 2020 MAIN ROADS RESURFACING PROJECT

Project Specifications / Scope of Work

### **PURPOSE, INTENT AND PROJECT DESCRIPTION**

The City of Johns Creek Public Works Department (City), requests that interested parties submit formal sealed bids/proposals for the plant mix resurfacing within Johns Creek main roads. All roads can be located on the location map provided in this bid package.

### **(4) Main Roads**

- Alvin Road
- Kimball Bridge Rd
- State Bridge Rd
- Parsons Rd
- Newtown Park Parking

All roads are to be resurfaced with 1.5" of 12.5mm asphalt, with edge milling of the entire roadway.

### **GENERAL CONDITIONS**

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

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work, and specifications;
- City of Johns Creek ordinances and regulations;
- OSHA standards and guidelines
- Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

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

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

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

Materials must come from GDOT approved sources. The contractor will be required to submit in writing a list of proposed sources of materials. When required representative samples will be



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

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

**Offeror must provide a valid copy of GDOT qualification certification and a Valid Georgia General Contractors License in bid submission.**

10% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The City will inspect the work as it progresses.

#### **PROCUREMENT SCHEDULE:**

Bid Release	Jan 10 <sup>th</sup> , 2020.
Deadline to Submit Questions	Jan 31 <sup>th</sup> , 2020 @ 5:00 pm
<b>Deadline to Submit Bid</b>	<b>Feb 6<sup>th</sup>, 2020 @ 2:00pm</b>
Work Session	Feb. 24 <sup>th</sup> , 2020
Council Approval	Mar. 9 <sup>th</sup> , 2020
Anticipated NTP	March 25 <sup>th</sup> , 2020
Completion Date	Sept. 30 <sup>th</sup> , 2020

#### **PROSECUTION AND PROGRESS**

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by September 30<sup>th</sup>, 2020. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

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

Normal workday for this project shall be 9:00AM to 4:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.)

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





The contractor shall be assessed liquidated damages in the amount of \$450.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed by September 30<sup>th</sup>, 2020. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages for not completing any required Punch List work within 45 calendar days.

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

The standard order of operations shall be as follows:

- Patching
- Milling
- Resurfacing
- Shoulder Restoration
- Thermoplastic Striping

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

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

#### **PERMITS AND LICENSES**

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

#### **MATERIALS**

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

#### **PUBLIC NOTIFICATION**

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





### **EXISTING CONDITIONS / DEVIATION OF QUANTITIES**

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work" and included in the bid prices for items on the Bid Schedule.

### **TRAFFIC CONTROL**

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

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

Two-way traffic shall be maintained at all times, utilizing pilot vehicles, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

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

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall,



within 24 hours place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work.

Pricing for personnel and equipment required for maintaining temporary traffic control, public convenience and safety are to be included in the topping item (12.5mm).  
No separate line item will be included for traffic control.

The contractor shall be responsible for providing and installing variable message boards at both ends of each street to be resurfaced. The message boards shall be installed at least one week prior to the commencement of work. Wording to be used on the message boards shall be provided by the City. The boards shall remain in place until all contract work (excluding punch list) has been completed and accepted. This item shall be included in the Traffic Control pay item. No separate payment will be made for this item.

#### **PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE**

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

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

#### **Newtown Parking Lot Resurfacing**

This work shall consist of milling and a topping course shall be 12.5mm Superpave, GP 2 only, including bitum material & H lime. (Corrected Optimum Asphalt Content)

The parking lot shall be topped with 1.5" (165 lbs. /sy.) of topping. The parking areas to be resurfaced are identified on the location map. Parking areas 2, 3, 4 and 5 are to be resurfaces in this contract. Limits of the resurfacing will be marked by City staff as identified on the location map.

The parking lot shall be milled at full width (curb to curb) at 1.5" depth.  
Additional areas may be added as budget allows.

#### **EDGE MILLING**

Resurfacing shall be constructed so as to tie into existing streets and driveways with the best possible ride and aesthetic result. A milled paving notch, with a minimum 10 feet transition, shall





be provided at each end of the overlay and at intersections, driveways, and side streets. Tie-ins shall be marked on the ground and approved by the City prior to paving. Existing speed Humps are to remain as is.

Contractor shall provide edge milling at curb lines. The minimum width for edge milling shall be based on the size of the machine used to excavate, but shall not exceed 7' in width. The milling will be variable depth. The final surface of the pavement after all paving has been completed shall be flush with the existing curb and up to a maximum height of 0.75 inch above the edge of the existing curb and gutter.

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

#### **REPAIR OF EXISTING PAVEMENT**

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

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

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

#### **BITUMINOUS TACK COAT**

This work shall consist of the placement of bituminous tack. AC-20 or AC-30 shall be used. All surfaces shall be cleaned completely and thoroughly dry before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack coat shall be applied between .04 and .06 gallons per square yard. The cost for this item is to be included in the unit price for 9.5 mm.

#### **ASPHALT CONCRETE PAVING**

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

The subdivisions shall be topped with 1.5" (165 lbs. /sy.) of topping. The resurfacing contract includes main roads, decel lanes, and turn lanes only.

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

The plant mix materials from which the asphaltic pavement is manufactured and the plant at which





it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882.

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

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

#### **ADJUSTING UTILITY STRUCTURES TO GRADE**

All manholes are to be adjusted to grade prior to placement of asphalt. The contractor shall be held responsible for property damage due to unsafe adjusted manholes. Payment for this work will be for each manhole adjusted. The contractor will also be responsible for the adjustment of all water valves at no additional cost to the city.

Manholes risers will be furnished by Fulton County at no additional cost to the contractor. Pricing for this work is for installation of the manhole risers only.

#### **SHOULDER RESTORATION**

The contractor shall repair shoulders without curb and gutter adjacent to the road surface with suitable backfill dirt and grassing. The contractor shall install the dirt and a minimum of 4ft wide from the edge of pavement in areas needed rebuild the shoulders. The cost for this work shall be included in the Grading per Mile item.

#### **THERMOPLASTIC PAVEMENT MARKINGS**

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

The final pavement markings also include installation of type 1 and type 3 Raised Pavement Markers according to GDOT Specifications. RPM's shall be spaced closer together (20' increments) along sharp curves and as directed by the CEI. RPM materials shall meet GDOT standard specifications and shall be on the GDOT Qualified Products List.

#### **SOLID TRAFFIC STRIPE, 24 IN, WHITE**

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



#### **SOLID TRAFFIC STRIPE, 5 IN, YELLOW**

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

#### **SIGNAL SYSTEM REPAIR**

This work shall consist of repair and installation of loop detectors damaged as a result of the pulverizing, milling, and paving operations. When operations damage existing traffic signal loops, the Contractor shall replace the loops not more than 7 calendar days after final asphalt lift is placed. Contractor shall immediately notify the Traffic Services Manager at (678) 512-3200 when loops are damaged. When loop replacements at an intersection are complete the contractor shall again notify the Traffic Services Manager.

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

#### **CLEANUP**

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

#### **SAFETY**

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

### 2020-Main Road Resurfacing (2.13.2020)

ITEM NO.	DESCRIPTION	UNIT	Alvin Rd	Kimball Bridge Rd	State Bridge Rd	Parsons Rd	Newtown Park Parking Lot	Total
N/A	PAVEMENT AREA	SY	7575	6523.4	34082	14929	7789	<b>70898</b>
N/A	% of Contract	%	0.11	0.09	0.48	0.21	0.11	<b>1.00</b>
N/A	Manholes	EA	0	0	0	0	0	<b>0</b>
402-1802	RECYCLED ASPH CONC PATCHING INCL BITUM MATL & H LIME	TN	313	230	1949	250	0	<b>2742</b>
402-4510	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME (1.5")	TN	818	538	2812	1231	1507	<b>6906</b>
402-3190	MILLING ASPH CONC PVMT VARIABLE DEPTH	SY	2842	1663	13225	3915	18000	<b>39645</b>
653-0120	PVMT MARKING, ARROW, TP 2	EA	0	0	0	0	4	<b>4</b>
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	0	19	56	21	0	<b>96</b>
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	0	1	0	0	0	<b>1</b>
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	5880	1680	14950	3340	0	<b>25850</b>
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	5695	1830	6169.8	4227	0	<b>17922</b>
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	48	142	3381	15	52	<b>3638</b>
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	0	524	687.75	45	0	<b>1257</b>
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	0	270	157.5	50	0	<b>478</b>
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1200	1146	2083.2	338	212	<b>4979</b>
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	LF	0	521	1,995	485	0	<b>3001</b>
652.5451	SOLID TRAF STRIPE, 5 IN, WHITE (Parking Lot)	LF	0	0	0	0	1200	<b>1200</b>
N/A	Traffic Signal Loop (6'x50')	EA	1	4	14	0	0	<b>19</b>



**EXHIBIT B**

**COST PROPOSAL**



Electronic Bids: BidNet 2/6//2020

## 20-037-1 2020 MAIN ROADS RESURFACING

Release by: BidNet Opened by: Neil Trust

				C.W. Matthews	
Code	Description	UOM	QTY	Price	Total Cost
402-1802	RECYCLED ASPH CONC PATCHING INCL BITUM MATL & H LIME	TN	2742	\$112.56	\$308,639.52
402-4510	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	6906	\$101.20	\$698,887.20
402-3190	MILLING ASPH CONC PVTM VARIABLE DEPTH	SY	39645	\$3.63	\$143,911.35
653-0120	PVTM MARKING, ARROW, TP 2	EA	4	\$135.00	\$540.00
653-0120	THERMOPLASTIC PVTM MARKING, ARROW, TP 2	EA	96	\$135.00	\$12,960.00
653-0130	THERMOPLASTIC PVTM MARKING, ARROW, TP 3	EA	1	\$315.00	\$315.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	25850	\$0.95	\$24,557.50
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	17922	\$0.95	\$17,025.90
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	3638	\$12.25	\$44,565.50
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	1257	\$5.45	\$6,850.65
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	478	\$5.45	\$2,605.10
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	4979	\$2.70	\$13,443.30
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	LF	3001	\$0.70	\$2,100.70
652.5451	SOLID TRAF STRIPE, 5 IN, WHITE (Parking Lot)	LF	1200	\$1.55	\$1,860.00
N/A	Traffic Signal Loop (6'x50')	EA	19	\$1,200.00	\$22,800.00
210-0200	Grading Per Lane Mile	Mile	1	\$25,953.70	\$25,953.70
700-9300	Sod	SY	1200	\$7.25	\$8,700.00
<b>Total</b>					<b>\$1,335,715.42</b>
					<b>1</b>

**EXHIBIT C**

**IMMIGRATION & SECURITY FORM / OTHER REQUIRED DOCUMENTS**



## IMMIGRATION AND SECURITY FORM

### CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Johns Creek has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The [Contractor] further certifies that at the time of the execution of this contract, the [Contractor] employs 1,264 employees.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time the subcontractor(s) is retained to perform such service.

32751

EEV / Basic Pilot Program\* User Identification Number

BY: [Signature]  
(Contractor Name) (C. W. MATTHEWS CONTRACTING CO., INC.)  
Vice President

February 6, 2020

Date

Title of Authorized Officer or Agent of Contractor

Michael Kleuckling

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS 6th DAY OF February 2020

[Signature]  
Notary Public Brenda B. Nation  
My Commission Expires: August 14, 2020



\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**Purchasing Division**



**O.C.G.A. § 50-36-1(e)(2) Affidavit**  
**Verifying Lawful Presence in the United States**  
(Individual submitting proposal on behalf of firm or individual)

By executing this affidavit under oath, as an applicant for a(n) Public Benefit, as referenced in O.C.G.A. § 50-36-1, from the City of Johns Creek, a municipal corporation of the State of Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:



☒ I am a United States citizen.



☐ I am a legal permanent resident of the United States.



☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

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

\_\_\_\_\_ State of Georgia Driver's License \_\_\_\_\_.

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

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

  
Signature of Applicant

Michael Kleuckling, Vice President  
Printed Name of Applicant and Title



Subscribed and sworn to before me on

this the 6th day of February, 2020.

  
(Clerk/Notary Public) Brenda B. Nation

My commission expires: August 14, 2020



**Purchasing Division**

# CITY OF JOHNS CREEK

## DISCLOSURE FORM

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

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

Name of Offeror C. W. MATTHEWS CONTRACTING CO., INC.

Name and the official position of the Johns Creek Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.) *Offeror(s) will list N/A-Not Applicable to the fields below, if applies:*

N/A

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

Amount/Value

Description

N/A

N/A

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Johns Creek and your relation:

N/A

N/A

**Purchasing Division**



## CERTIFICATION ON SPONSER

### DRUG-FREE WORKPLACE

I hereby certify I am a principle and duly authorized representative of  
C. W. MATTHEWS CONTRACTING CO., INC., ("Contractor"), whose address is  
1600 Kenview Drive, Marietta, Georgia 30060  
\_\_\_\_\_, and I further certify that:

(1) The Provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

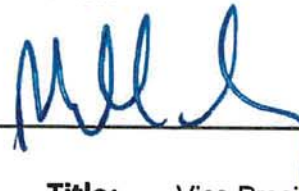
(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from the Subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, C. W. MATTHEWS CONTRACTING CO., INC. certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The Undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

#### CONTRACTOR

Date: February 6, 2020

Signature: \_\_\_\_\_



Print Name: Michael Kleuckling

Title: Vice President



**Purchasing Division**

## LIST OF SUBCONTRACTORS

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

SUBCONTRACTOR	WORK TO BE PERFORMED	% OF THE WORK
Soil Erosion and Education, LLC	Sod	.71%
Tidwell Traffic Solutions	Pavement Markings	10.39%
The Price Factor	Traffic Signal Loops	1.87%

Company Name: C. W. MATTHEWS CONTRACTING CO., INC.

- City of Johns Creek requires 51% participation by the Prime Contractor on all projects.
- Prime Contractor required to submit E-verify affidavit's for each Subcontractor performing services. Subcontractor Affidavit form.

ITB 20-037-1 NAME   
 Michael Kleuckling, Vice President



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

(Name of Contractor) C W Matthews Contracting Co. Inc.

(Address of Contractor) at 1600 Kenview Drive, Marietta, GA 30060

(Corporation, Partnership and or Individual) hereinafter called Principal, and  
Federal Insurance Company

(Name of Surety)

15 Mountain View Rd., Warren, NJ 07059

(Address of Surety)

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

City of Johns Creek Georgia

(Name of Oblige)

10700 Abbotts Bridge Rd., Suite 190, Johns Creek, Georgia 30097

(Address of Oblige)

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

WHEREAS, the Principal is about to submit, or has submitted, to the City of Johns Creek, Georgia, a proposal for furnishing materials, labor and equipment for:

2020 Main Roads Resurfacing - Bid Number 20-037-1

**TITLE**

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

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



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

Signed, sealed, and dated this 6th day of February A.D., 20 20



ATTEST:  
[Signature]  
(Principal Secretary) Michael D. Bell

C W Matthews Contracting Co. Inc.  
(Principal)

BY: [Signature]  
Charles E. Matthews, Executive Vice President  
1600 Kenview Drive, Marietta, GA 30060  
(Address)

[Signature]  
(Witness to Principal) Brenda B. Nation  
1600 Kenview Drive, Marietta, GA 30060  
(Address)

Federal Insurance Company

(Surety)

ATTEST  
BY: [Signature]  
(Attorney-in-Fact) and Resident Agent Odie E. Wilson, Georgia Resident Agent  
[Signature]  
(Attorney-in-Fact) Odie E. Wilson, Attorney-in-Fact

202 Church Street NE, Marietta, GA 30060

(Seal)  
(Address)  
[Signature]  
(Witness as to Surety) Jennifer Anderson, Account Manager Surety  
202 Church Street NE, Marietta, GA 30060  
(Address)

CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint David R. Burruss, James R. Elrod, Retha Harden, Eugene Y. Northcutt, Brenda Ray, William D. Smith, Jr., William D. Smith, Odie E. Wilson and William B. Witcher of Marietta, Georgia—

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1<sup>st</sup> day of April, 2018.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1<sup>st</sup> day of April, 2018 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2518995  
Commission Expires July 16, 2019

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 6th day of February, 2020



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**Notice**

**Project Number** 20-037-1  
**Title** 2020 Main Roads Resurfacing

**Basic Information**

**Reference Number** 0000229450  
**Issuing Organization** The City of Johns Creek  
**Owner Organization**  
**Project Type** ITB - Invitation to Bid (Formal)  
**Project Number** 20-037-1  
**Title** 2020 Main Roads Resurfacing  
**Source ID** PU.MU.USA.268449.C9219801  
**Piggyback Solicitation** No

**Details**

**Location** Fulton County, Georgia  
**Job Location** City of Johns Creek

**Dates**

**Publication** 01/10/2020 06:44 PM EST  
**Question Acceptance Deadline** 01/31/2020 05:00 PM EST  
**Questions are submitted online** Yes  
**Closing Date** 02/06/2020 02:00 PM EST

**Contact Information**

Neil Trust  
 6785123233  
 purchasing@johnscreekga.gov

**Description**

The City of Johns Creek Public Works Department (City), requests that interested parties submit formal sealed bids/proposals for the plant mix resurfacing within Johns Creek main roads.

I hereby acknowledge receipt of documents pertaining  
 to the above project for Addendum No. 1

Bidder: C. W. MATTHEWS CONTRACTING CO., INC.

  
 Michael Kleuckling, Vice President

Date: February 6, 2020

**Buyer's Requirements****General Requirements**

- Contractors License Required
- Insurance Required

**Bonding Requirements**

- Bid Bond 5.00 %
- Surety Bond 100.00 %
- Payment Bond 100.00 %

**Required Acknowledgement****Solicitation Documents and Addenda**

This is the acknowledgement that we (Offeror) have received and complied with all bid documents and addenda associated with this solicitation.

This is an electronic acknowledgement of receiving all bid documents and addendums. Offerors can also print all addendums, sign each copy, and include with your proposal.

**Bid Submission Process**

**Bid Submission Type** Electronic Bid Submission  
**Pricing** Item Based  
**Pricing** Item Based  
**Bid Documents List**





Please review all documents and specifications related to this solicitation.

#### Addendum Description

Revised Map 1/13/2020

#### Notice Modifications

Notice Information

From Value

To Value

No entries

#### Category Modifications

Added Categories

No Categories Added

Removed Categories

No Categories Removed

#### Added Documents

Document	Size	Uploaded Date	Language
20-037 2020 Main Roads Map-Revised 1.13.2020.pdf [pdf]	4 Mb	01/13/2020 04:11 PM EST	English

I hereby acknowledge receipt of documents pertaining to the above project for Addendum No. 2

Bidder: C. W. MATTHEWS CONTRACTING CO., INC.

  
Michael Kleuckling, Vice President

Date: February 6, 2020





Please review all documents and specifications related to this solicitation.

#### Addendum Description

Answers to Q&A through 1.30.2020  
Revision Resurfacing Matrix 1.30.2020  
Change in quantity and line item

#### Notice Modifications

Notice Information

From Value

To Value

Contractors License Required

Yes

No

#### Category Modifications

Added Categories

No Categories Added

Removed Categories

No Categories Removed

#### Added Documents[A]

Document	Size	Uploaded Date	Language
2020 Main Roads Paving Matrix 1.30.2020.pdf [pdf]	80 Kb	01/31/2020 11:23 AM EST	English
Q&A Document 1.pdf [pdf]	5 Kb	01/31/2020 11:28 AM EST	English

#### Items Modifications

Project 1				
1 - Main Roads				
Code	Description	UOM	Qty	Modification
210-0200	Grading Per mile	Linear Foot/Feet	1	Deleted
700-6910	Grassing Complete	Acre	3	Deleted
700-7000	Agricultural Lime	Ton	9	Deleted
700-8000	Fertilizer Mixed Grade	Ton	3	Deleted
700-8000	Fertilizer Nitrogen Content	Pound	123	Deleted
210-0200	Grading Per Lane Mile	Mile	1	Added



Please review all documents and specifications related to this solicitation.

#### Addendum Description

Final Q&A posted on BidNet

#### Notice Modifications

Notice Information

From Value

To Value

No entries

#### Category Modifications

Added Categories

No Categories Added

Removed Categories

No Categories Removed

#### Added Documents[A]

Document	Size	Uploaded Date	Language
Q&A Document 2.pdf [pdf]	2 Kb	01/31/2020 05:55 PM EST	English

I hereby acknowledge receipt of documents pertaining to the above project for Addendum No. 4

Bidder: C. W. MATTHEWS CONTRACTING CO., INC.

  
Michael Kleuckling, Vice President

Date: February 6, 2020







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

August 30, 2018

**CERTIFICATE OF QUALIFICATION**  
**Vendor ID: 2MA850**

C.W. Matthews Contracting Company, Inc.  
P. O. Drawer 970  
Marietta, GA 30061

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

**MAXIMUM CAPACITY RATING** **\$2,346,800,000**

**CERTIFICATE EXPIRES** **July 31, 2020**

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

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

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

Sincerely,

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

MM:ASB

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>C W MATTHEWS CONTRACTING CO, INC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. <b>PO BOX 970</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>MARIETTA, GA 30061</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				
OR								
Employer identification number								
5	8		-	0	6	5	2	7 2 9

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

Date ► 11/27/2019

### General Instructions

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

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

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest); 1098-E (student loan interest); 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**EXHIBIT D**

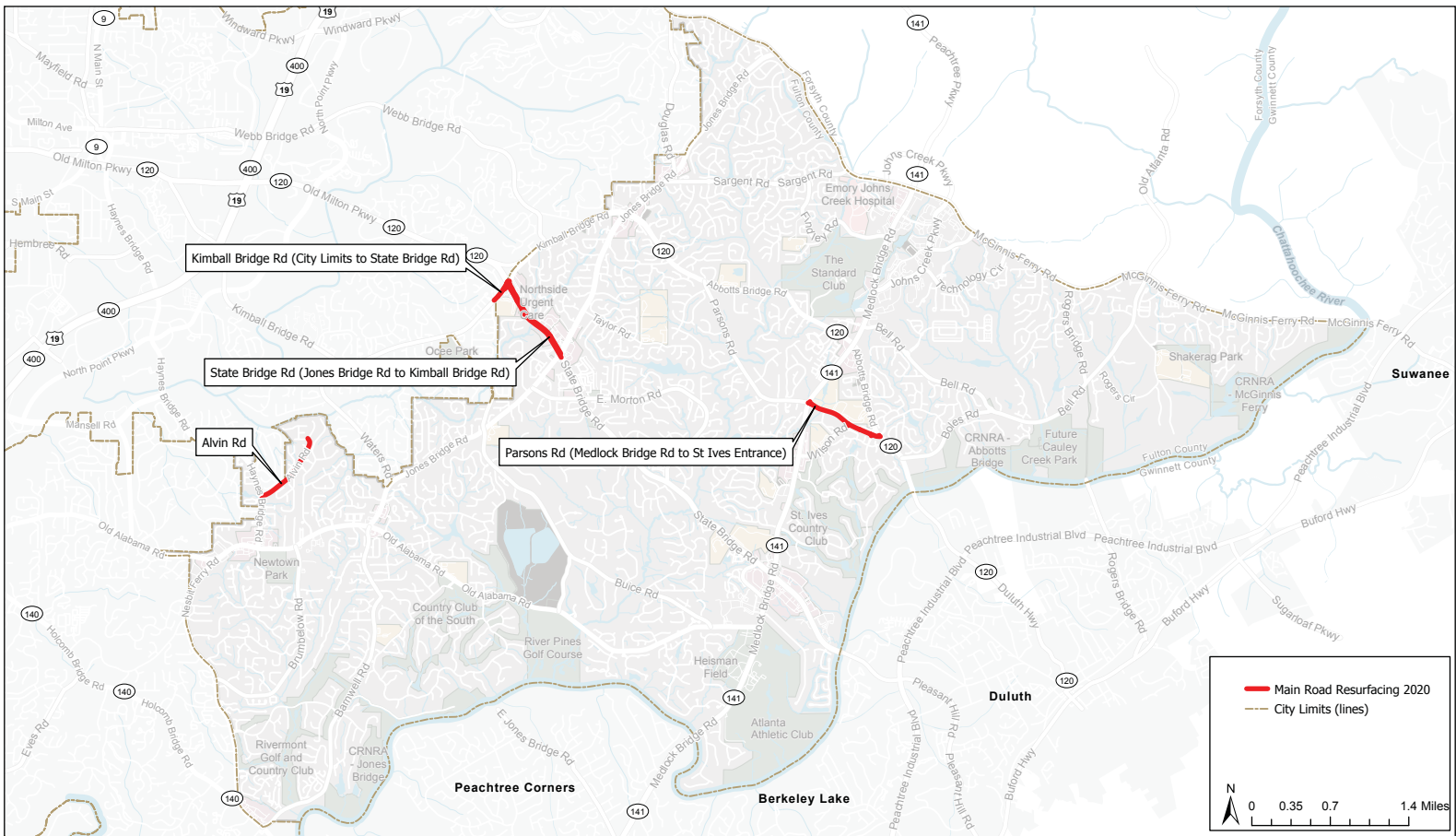
**LOCATION MAP**



# Main Road Resurfacing

2020

January 13, 2020

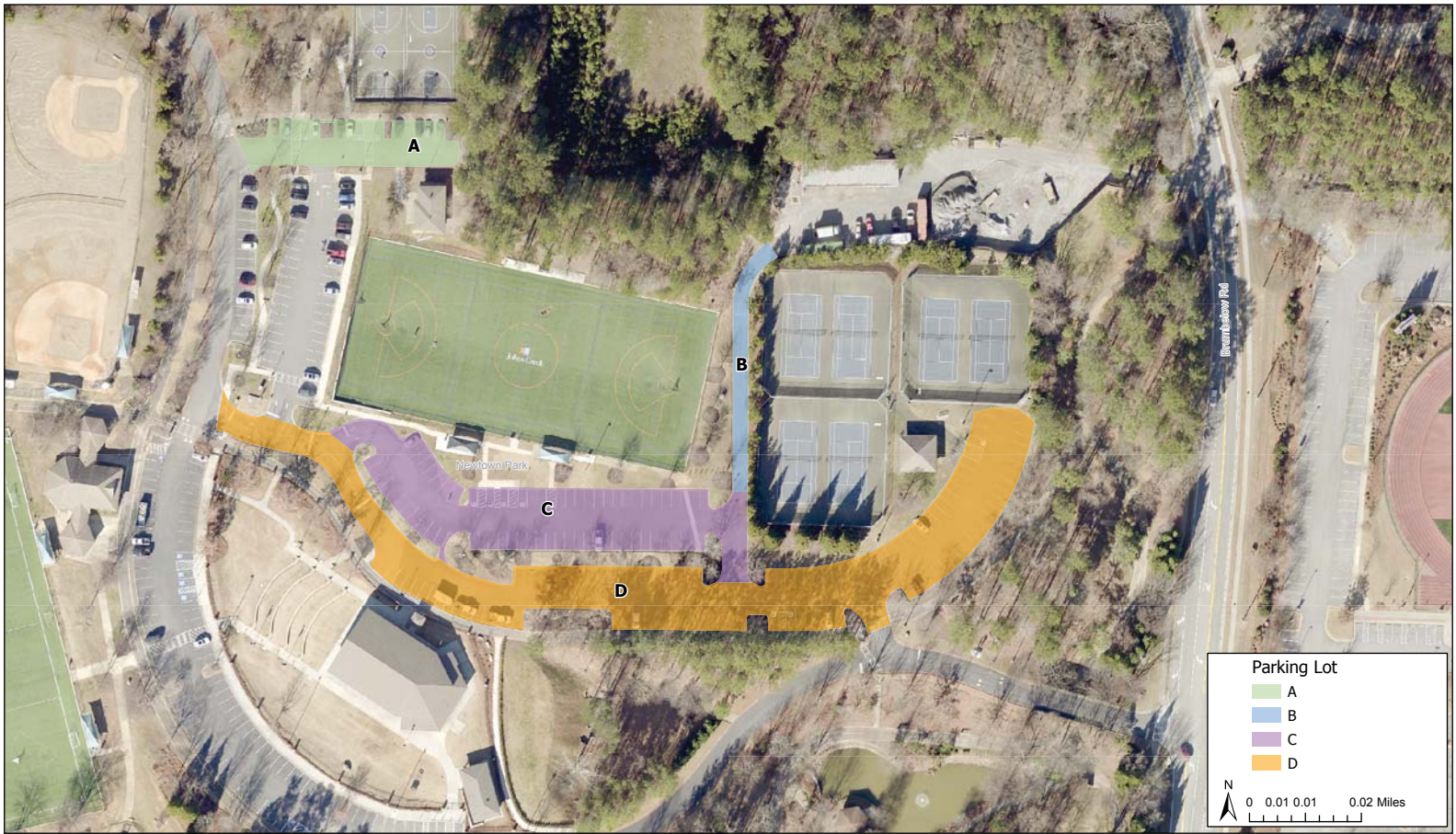


Folder: M:\Maps\Infrastructure\MainRoads\Resurfacing

# Newtown Park Asphalt Resurfacing

2020

January 2020



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# AGENDA REPORT

**To:** Honorable Mayor and City Council Members

**From:** Brian O'Connor, TSPLOST Manager

**Date:** February 24, 2020 – Work Session

**Agenda:** **Barnwell Road Improvements (Left Turn Lane at Barnwell Elementary and Flattening of the Barnwell/Jones Bridge Curve) – Award of Construction Contracts**

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## Item Summary

Staff recommends construction contracts totaling \$1,210,651 (within the adopted budget of \$1,250,000) for addition of the left-turn lane at Barnwell Elementary, flattening of the curve transition at the intersection of Barnwell Road and Jones Bridge Road, and addition of pedestrian facilities. The recommended contract awards are a \$1,105,310.37 construction contract to Triscapes and a construction/engineering/inspection (CEI) Task Order contract for \$105,340.50 to Lowe Engineers.

## Background

Barnwell Road is a two-lane collector roadway in southwest Johns Creek that connects the residents of the 14 adjacent neighborhoods and Rivermont Country Club north to Old Alabama and south to Holcomb Bridge Road. Barnwell Road becomes Jones Bridge Road just north of Barnwell Elementary School at a sharp curve in the roadway.

A community meeting was held March 28, 2019 to discuss concerns and potential improvements to Barnwell Road. At the meeting, residents reiterated the desire to maintain Barnwell Road's classification as a collector road and prioritized three improvements to the roadway.



### 1. Barnwell/Jones Curve

**Issue:** Where Barnwell Road becomes Jones Bridge Road, there is a substandard curve which has contributed to a number of accidents. In addition, there is a lack of pedestrian connectivity along the entirety of the corridor.

**Solution:** Add asphalt to flatten the existing substandard curve transition to provide a safer movement and construct a raised median between the two travel (in the center of the road).



## **2. Barnwell at Barnwell Elementary School**

Issue: During peak school hours, there is congestion along Barnwell Road due to the ingress/egress from the elementary school. Queuing at the elementary school is significant, blocking traffic and impeding traffic flow for residents of the Barnwell corridor.

Solution: Add a left turn lane on Barnwell Road into the school and extend pedestrian facilities from the existing trail at Redcoat Way to the Barnwell Elementary School where pedestrians will be able to use the existing signal to cross the road.

## **3. Barnwell at Rivermont Parkway**

Issue: The intersection of Barnwell Road and Rivermont Parkway is presently un-signalized and experiences speeding and poor sight distances for turning movements.

Solution: Add a roundabout at the intersection of Barnwell at Rivermont Parkway.

At the May 6, 2019 Work Session, staff presented the proposal to move into the engineering phase for the three community-prioritized projects. Council approved engineering contracts at the June 3, 2019 Council Meeting to advance the three prioritized projects.

### **Update**

In the engineering stage, staff met with representatives from Barnwell Elementary School and Fulton County School Systems to discuss the proposed improvements. Fulton County Schools was receptive to the project and agreed to donate land rights for construction. In order to limit impacts to the school's frontage, Fulton County School Systems has requested construction on the school's property be limited from June 1 to August 1. Staff has included language reflecting this requirement in the bid package and attached contract.

In concert with the school's need, staff determined combining the Barnwell/Jones Bridge curve improvement project with the Barnwell Elementary left turn lane addition project could limit construction impacts to the corridor and decrease the total length of time the corridor is under construction. Rather than a six-month construction project followed by a second six to nine-month construction project, both projects are anticipated to be completed in a ten-month period (one month of mobilization followed by nine months of construction).

Staff completed the engineering phase and with all right-of-way previously secured or donated, staff solicited bids for construction. On February 11, 2020, the City received eight bids ranging from \$1,105,310.37 to \$1,406,792.00. The lowest bid received was from Triscapes. The bid and qualifications were reviewed and as further described in the Purchasing Recommendation (attached hereto). The low bid was deemed responsive and compliant and is recommended for contract award.

Staff solicited three quotes for the Construction Engineering and Inspection (CEI) services. The bids ranged from \$105,340.50 to \$131,222.00. Staff recommends awarding the \$105,340.50 CEI task order to Lowe Engineers.

### **Update – Barnwell at Rivermont Parkway**

The third improvement (the Barnwell Road at Rivermont Parkway roundabout project) remains in the engineering stage. A community meeting was held December 12, 2019 to present the proposed roundabout and gather feedback. Both those in attendance and the majority of the feedback received online related to the project has indicated strong support for the project. Staff is finalizing engineering plans and will begin the right-of-way phase later this spring. Funds for right-of-way acquisition were

approved in the FY2020 Budget. The next action anticipated for Council related to the Barnwell at Rivermont Parkway project will be consideration of budgeting funds for construction as part of the FY2021 Budget.

### **Financial Impacts**

As part of the FY2020 Budget in the Capital Projects Fund, the Council set aside a total of \$1,450,000 for three improvements on Barnwell Road (project PW2007). As shown in the table below (excerpted from the FY2020 Budget), the total set aside for these two projects moving to construction was \$1,250,000. As engineering was funded separately and the right-of-way from the school was donated, the full \$1,250,000 is available for construction.

Intersection	FY20 Phase	FY20 Funding
Barnwell at Jones Bridge (flatten curve, medianette, sidewalk)	CST	\$800,000
Barnwell at Barnwell Elementary (left turn lane)	ROW+CST	\$450,000
Barnwell at Rivermont Parkway (roundabout)	ROW	\$200,000

The recommended construction bid in the amount of \$1,105,310.37 and CEI Task Order contract bid in the amount of \$105,340.50, for a total of \$1,210,650.87, is within the adopted budget of \$1,250,000.

### **Recommendation**

Staff recommends the award of a \$1,105,310.37 construction contract to Triscapes and the award of CEI Task Order contract for \$105,340.50 to Lowe Engineers.

### **Alternative**

Choose not to proceed with the recommended project.

### **Next Steps**

Following Council authorization and contract finalization with the winning bidder, staff will issue Notice to Proceed to Triscapes and coordinate with Barnwell Elementary School and Fulton County School Systems . A Pre-Construction meeting will be scheduled with all parties to establish a project schedule, contact personnel, and review project specific details. Staff anticipates the project groundbreaking to occur in April. Construction duration (weather permitting) is anticipated to be 10 months from the issuance of Notice to Proceed. The anticipated project construction completion date is early 2021.

### **Attachment:**

1. Purchasing Recommendation
2. Construction Contract
3. CEI Task Order



## **PURCHASING RECOMMENDATION**

**To:** Honorable Mayor, City Council Members, City Manager Ed Densmore  
BARNWELL/JONES BRIDGE ROAD IMPROVEMENTS-BARNWELL  
ELEMENTARY SCHOOL TO REDCOAT WAY – Work File

**From:** Purchasing Division

**By:** Neil Trust, CPP, GCPA, CPPM, GCPM, Purchasing Manager

**Date:** February 12, 2020

**Re:** RFP #20-042 BARNWELL/JONES BRIDGE ROAD IMPROVEMENTS-BARNWELL  
ELEMENTARY SCHOOL TO REDCOAT WAY.

The above reference Invitation for Bid (ITB) was released on January 16, 2020 with a due date of February 11, 2020 at 2:00PM. The Solicitation advertised in the Johns Creek Herald, City's website, State of Georgia Procurement Registry, and BidNet. Suppliers who registered with the National Institute of Governmental Purchasing (NIGP) codes matching this project specification, received notice of this solicitation from the following two platforms:

DOAS Georgia Procurement Registry	1,509 Suppliers
BidNet Georgia Purchasing Group	461 Suppliers

Thirty Six individuals downloaded bid documents and are plan holders of bid 20-042.

The following submittals were received and reviewed for submission compliancy by the Purchasing Manager on February 11, 2020 (Attached):

Archimetric Design & Construction (Norcross, GA)  
Blount Construction (Marietta, GA)  
CMES Inc. (Norcross, GA)  
E.R. Snell Contractor (Snellville, GA)  
Excellere Construction (Marietta, GA)  
Ohmshiv Construction (Lawrenceville, GA)  
Tople Construction (Atlanta, GA)  
Triscapes (Cumming, GA)

**Purchasing Division**





Therefore, it is the unanimous decision of the evaluation committee to make recommendation for award of the above reference ITB to Triscapes as the lowest monetary, responsive, responsible bid meeting the minimum specifications.

Their cost for the BARNWELL/JONES BRIDGE ROAD IMPROVEMENTS-BARNWELL ELEMENTARY SCHOOL TO REDCOAT WAY is **\$1,105,310.37**

This project needs to go before the Mayor and City Council / City Manager for contract approval.

**Bid Compliance Sheet ITB: 20-042 Barnwell/Jones Bridge Improvements-Barnwell Elementary School to Redcoat Way**

	Archimetric Design & Construction	Blount Construction	CMES	E.R. Snell Contractor	Excellere Construction	Ohmshiv Construction	Tople Construction	Triscapes
Submission Electronically	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Proposal Letter	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Disclosure Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Save Affidavit	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Everify	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Subcontractor Everify		Yes						
W9	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cert of Insurance	Conditional	Conditional	Yes	Conditional	Conditional	Conditional	Conditional	Conditional
Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Performance Bond								
Payment Bond								
Drug Free Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Sub Contractors Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
References	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Addendum Acknowledgement	BidNet	BidNet	BidNet	Yes	BidNet	BidNet	BidNet	BidNet
Exceptions-Bid	No	No	No	No	No	No	No	No
Line Item Cost Proposal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cost Proposal-Lump Sum	\$1,202,608.25	\$1,354,890.51	\$1,118,096.82	\$1,406,792.00	\$1,329,800.00	\$1,119,535.50	\$1,355,777.25	\$1,105,310.37
Cost Proposal Ranking	4	6	2	8	5	3	7	1
GDOT Qualified Certificate	Conditional	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Compliant Submission	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Archimetric Design & Construction	Blount Construction	CMES	E.R. Snell Contractor	Excellere Construction	Ohmshiv Construction	Tople Construction	Triscapes

Bid Unlock-opening Neil Trust 2/11/2020

2:09PM

**Bid Result Publication Revision****Publication Type**

Bid Results

**Archimetric Design & Construction, Inc**

<b>Organization Name</b>	Archimetric Design & Construction, Inc
<b>Bid Amount</b>	\$1,202,608.25
<b>Line Items</b>	Full
<b>Compliance</b>	Compliant
<b>Address</b>	3453 Holcomb Bridge Road, Suite 140 Norcross Georgia 30092 United States

**Triscapes**

<b>Organization Name</b>	Triscapes
<b>Bid Amount</b>	\$1,105,310.37
<b>Line Items</b>	Full
<b>Compliance</b>	Compliant
<b>Address</b>	380 Mulinax Road Alpharetta Georgia 30004 United States

**Ohmshiv Construction, LLC.**

<b>Organization Name</b>	Ohmshiv Construction, LLC.
<b>Bid Amount</b>	\$1,119,535.50
<b>Line Items</b>	Full
<b>Compliance</b>	Compliant
<b>Address</b>	805 Progress Court Suite A, Lawrenceville Georgia 30043 United States

**Tople Construction**

<b>Organization Name</b>	Tople Construction
<b>Bid Amount</b>	\$1,355,777.25
<b>Line Items</b>	Full
<b>Compliance</b>	Compliant
<b>Address</b>	792 Donald Lee Hollowell Pkwy Atlanta Georgia 30318 United States

**Excellere Construction LLC**

<b>Organization Name</b>	Excellere Construction LLC
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**Bid Amount** \$1,329,800.00  
**Line Items** Full  
**Compliance** Compliant  
**Address**  
 4343 Shallowford Road, , Suite B6b  
 MARIETTA Georgia  
 30062 United States

**CMES,INC.**

**Organization Name** CMES,INC.  
**Bid Amount** \$1,118,096.82  
**Line Items** Full  
**Compliance** Compliant  
**Address**  
 6555 MCDONOUGH DRIVE  
 NORCROSS Georgia  
 30093 United States

**Blount Construction Company, Inc.**

**Organization Name** Blount Construction Company, Inc.  
**Bid Amount** \$1,354,890.51  
**Line Items** Full  
**Compliance** Compliant  
**Address**  
 1730 Sands Place  
 Marietta Georgia  
 30067 United States

**E.R. Snell Contractor, Inc.**

**Organization Name** E.R. Snell Contractor, Inc.  
**Bid Amount** \$1,406,792.00  
**Line Items** Full  
**Compliance** Compliant  
**Address**  
 1785 Oak Road  
 Snellville Georgia  
 30223 United States

**Bid Results Email**  
**Email Attachment(s)**

File	Size	Uploaded Date	Language
No Files			

**Additional Recipients**

**Include notification issuer as an additional recipient** No

**Award Type**

Intent to Award

**Project Information**

<b>Solicitation Title</b>	Barnwell/Jones Bridge Improvements - Barnwell Elementary School to Redcoat Way
<b>Reference Number</b>	0000228979
<b>Solicitation Closing Date</b>	02/11/2020 02:00 PM EST

**Awardee**

<b>Supplier Awarded</b>	Triscapes
<b>Address</b>	380 Mulinax Road Alpharetta, Georgia, 30004 United States
<b>Line Item Bids</b>	Full
<b>Awarded Items</b>	74
<b>Awarded Value</b>	\$1,105,310.37
<b>Award Date</b>	02/13/2020 07:00 AM EST
<b>Contract Number</b>	20-042

<b>Description</b>	2/13/2020 Intent to Award 3/9/2020 Council Work Session 3/23/2020 Council Vote-Award
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**Award Email**

<b>Notification Email</b>	Default
<b>Additional Recipients</b>	
<b>Include notification issuer as an additional recipient</b>	No



## **CONTRACT AGREEMENT**

**ITB #20-042**

### **BARNWELL/JONES BRIDGE ROAD IMPROVEMENTS-BARNWELL ELEMENTARY SCHOOL TO REDCOAT WAY**

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, in the year 2\_\_\_; by and between The City of Johns Creek, Georgia, having its principal place of business at 11360 Lakefield Drive, Johns Creek, Georgia 30097 and Triscapes Inc. (“Contractor”), located at 1595 Peachtree Parkway, Suite 204-396, Cumming, Georgia 30041.

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

WHEREAS, the City of Johns Creek has caused Invitations to Bid (ITB) #20-042 to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected (“Contractor”) is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the ITB #20-042 and the Contractor’s submittal was deemed by the City of Johns Creek to be the lowest most responsive, responsible bid meeting the minimum specifications to the City per the scope dated February 11, 2020.

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

#### **1.0 Scope of Work**

The Contractor agrees with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out in each designated area as delineated in Specifications (Exhibit A) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

***EXHIBIT A-SPECIFICATIONS***

***EXHIBIT B-COST PROPOSAL***

***EXHIBIT C-IMMIGRATION & SECURITY FORM / REQUIRED DOCUMENTS***

***EXHIBIT D-LOCATION MAP***

#### **2.0 Key Personnel**

The City of Johns Creek enters into this Agreement having relied upon Contractor providing the services



of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Contractor personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

### **3.0 Compensation**

3.1 Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the ITB and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as Exhibit "B" and incorporated herein, shall be firm throughout the term of this Contract.

3.2 Billings. If applicable, and unless the ITB provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

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

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

### **4.0 Duration of Contract**

4.1 The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

The term of this Contract shall be for one (1) year from the beginning date, or such shorter time as may be indicated on the bid specification document (Exhibit A) and all orders issued and postmarked by the City during said term shall be filled at the contract price.

4.2 Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.



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

## **5.0 Independent Contractor**

5.1 The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Johns Creek. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Johns Creek Representative within ten (10) day after issuance.

5.2 Inasmuch as the City of Johns Creek and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Johns Creek without the express knowledge and prior written consent of the City.

## **6.0 Indemnification**

6.1 The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.

6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

## **7.0 Performance**

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

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have no more than thirty (30) days to remedy the situation.

If requirements are not remedied City of Johns Creek has the right to cancel this Agreement with no additional obligation to Contractor.

## 7.1 Final Completion, Acceptance, and Payment

- a) Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
- b) Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to City a Notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising from Contractor's failure to perform the work in accordance with the Contract Documents.
- c) Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 13.

## 8.0 Changes

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

## 9.0 Change Order Defined

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

## 10.0 Time and Liquidated Damages

10.1 The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than Three Hundred (300) calendar days from issuance of the Notice to Proceed, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

The Contractor represents that it has taken all difficulties due to weather conditions into consideration in preparing the proposed Contract Sum and in establishing the time for completion of the Work. the completion time will not be extended for normal bad weather. Time for completion of the Work includes an allowance for calendar days on which work cannot be performed out-of-doors. For the purposes of this Agreement, the Contractor agrees that it expects to lose working days to weather in accordance with the following table:



January-14 days  
February-14 days  
March-10 days  
April-7 days

May-6 days  
June-3 days  
July-4 days  
August-2 days

September-2 days  
October-3 days  
November-5 days  
December-9 days

If the total number of calendar days lost per month due to bad weather exceeds the total monthly calendar days identified in the above table, the contract time will be extended by the number of calendar days needed to include the excess number of days lost. However, the Owner will not be obligated to pay any additional sums resulting from such a delay, including but not limited to overhead and profit.

10.2 The Contractor shall pay the City the sum of \$350.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

#### **11.0 Insurance**

11.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.

11.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this Agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

#### **12.0 Termination**

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

- a) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- b) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;



- c) The Contractor fails to comply with confidentiality laws or provisions; and/or
- d) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

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

- a) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- c) The Contractor fails to make substantial and timely progress toward performance of the contract;
- d) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- e) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- f) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- g) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

12.3 Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- a) Immediately terminate the Contract without additional written notice; and/or
- b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

12.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date in accordance with Section 3 herein. The City shall have no further liability to Contractor for such termination.

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



Contract.

12.6 The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

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

### **13.0 CLAIMS and DISPUTE RESOLUTION**

#### **13.1 Claims Procedure**

- a) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City-directed work as provided in Section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.
- b) Contractor shall file its Claim within the earlier of: 120 Days from City's final offer in accordance with Section 8; or the date of Final Acceptance.
- c) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.
- d) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.
- e) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.
- f) After Contractor has submitted a fully-documented Claim that complies with all applicable provisions of this Section 13.1, City shall respond, in writing, to Contractor with a decision within sixty (60) Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

### 13.2 Arbitration

- a) If Contractor disagrees with City's decision rendered in accordance with paragraph 13.1f, Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim; failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its Subcontractors.
- b) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
  - 1. Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
  - 2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- c) All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of Fulton County.
- d) If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
- e) Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
- f) All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

### 14.0 Confidential Information

14.1 Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

- a) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- b) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;



- c) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- d) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

14.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

14.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

14.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.

14.5 Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

## **15.0 Inclusion of Documents**

Contractor's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the ITB, as amended, and the Contractor's submittal, the language in the former shall govern.

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

## **16.0 Compliance with All Laws and Licenses**

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

### **16.1 Federal Requirements.**

#### **16.1.1 Federal Compliance Regulations**

Federal regulations apply to all City of Johns Creek contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

- a) Equal Employment Opportunity - The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- b) Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
- c) Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
  - 1. Any patent that shall result under this Contract; and
  - 2. Any patent rights to which the Contractor purchases ownership with grant support;
- d) Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  - 1. The copyright in any work developed under this contract; and
  - 2. Any rights of copyright to which the Contractor purchases ownership with grant support.
- e) Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
- f) Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

## 16.2 Georgia Security and Immigration Compliance Act

- a) The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "Exhibit C" and incorporated herein by reference and made a part of this contract.
- b) The Contractor further certifies that any subcontractor employed by Contractor for the performance of this agreement has executed an appropriate subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each subcontractor.
- c) Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

## 17.0 Assignment

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

## **18.0 Amendments in Writing**

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

## **19.0 Drug-Free and Smoke-Free Work Place**

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

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

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

- a) The Contractor has made false certification herein; or
- b) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

## **20.0 Additional Terms**

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

## **21.0 Antitrust Actions**

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

## **22.0 Reporting Requirement**

Reports shall be submitted to the Project Manager on a monthly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

## **23.0 Governing Law**

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

## **24.0 Entire Agreement**

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



## **25.0 Special Terms and Conditions**

(Attached are any special terms and conditions to this contract, if applicable:)

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

CITY OF JOHNS CREEK:

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTARY: \_\_\_\_\_  
Sign

NOTARY: \_\_\_\_\_  
Sign

NAME: \_\_\_\_\_  
Print

NAME: \_\_\_\_\_  
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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SEAL:

SEAL:

**EXHIBIT A**  
**SPECIFICATIONS**



## **EXHIBIT A - Bid Specifications**

### **PURPOSE, INTENT AND PROJECT DESCRIPTION**

The Contractor will construct asphalt pavement, storm drainage, concrete sidewalk, and all other miscellaneous items necessary for completion of the work within the City of Johns Creek (City), Georgia. This work includes the following project:

### **BARNWELL/JONES BRIDGE IMPROVEMENTS FROM BARNWELL ELEMENTARY SCHOOL TO REDCOAT WAY**

All work shall be constructed according to the Construction Plans and are made part of the contract by reference including approved changes and contract amendments.

### **SCOPE OF WORK**

The Contractor shall construct the project per:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work and specifications;
- The Plans - drawings/details/notes;
- Purchase Order;
- Approved Schedule;
- City of Johns Creek ordinances and regulations;
- OSHA standards and guidelines;
- Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. The contractor will be responsible for constructing all improvements shown on the plans unless specifically noted otherwise in the specifications/plans.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions. In case of discrepancies between the plans and specifications, the most stringent prevails.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. **Bidder(s) shall submit (3) references demonstrating experience completing projects of similar scope (please include contact email please).**

**Bidder(s) shall submit a copy of their valid Georgia General Contractors License and a copy of their GDOT pre-qualified Contractor certification with their submission of Required Documents.**

The City will inspect the work as it progresses.

Retainage in the amount of 10% of the total amount due on each monthly invoice will be held by the City until project completion and acceptance.

### **BID QUESTIONS:**

All questions related to the project and documents must be asked electronically through BidNet. A response will be made within 72 hours electronically via BidNet. Contact with City staff during the solicitation period is forbidden. Offerors may contact the procurement officer for any clarification on schedule and bid submissions at [purchasing@johnscreekgov.gov](mailto:purchasing@johnscreekgov.gov).

### **PROCUREMENT SCHEDULE:**

Bid Release	January 16, 2020
Pre-Bid Meeting (Attendance- Optional)	January 29, 2020 10:00 AM ET
Deadline to Submit Questions	February 4, 2020, 5:00 PM ET
<b><u>Deadline to Submit Bid</u></b>	<b><u>February 11, 2020 2:00 PM ET</u></b>
Anticipated Work Session	February 24, 2020
Anticipated Council Meeting	March 9, 2020
Anticipated NTP	Week of March 13, 2020
Anticipated Completion Date	January 2021

### **SPECIAL PROVISIONS**

All materials and workmanship associated with this contract shall meet current GDOT Specifications and Standards for construction materials, methods and procedures. Please refer to the GDOT website for the most current versions of the Specifications and Special Provisions.

The following are special provisions prepared specifically for this contract and may be in conflict with parts of the standard specifications. If conflicts are evident the special provisions shall take precedence over the standard specifications.

### **PROSECUTION AND PROGRESS**

The Contractor will have Three Hundred (300) calendar days from issuance of Notice to Proceed to be substantially complete with the project. The Contractor will be considered substantially complete when all contract work except for punch list work has been completed and accepted.

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by the completion date indicated above. Upon Notice of Award the Contractor will be required to submit a Progress Schedule. The Contractor shall be assessed liquidated damages in the amount of \$350.00 per calendar day for any work not completed by the deadline. Liquidated damages shall be deducted from the 10% retainage held by the City.

Normal workday for this project shall be 8:00 AM to 5:00 PM and the normal work week shall be Monday through Friday. The City will consider extended workdays or work weeks upon written request. No work will be allowed on City holidays (a complete list can be found on the City website).

The Contractor shall not install lane closures or perform work or move equipment or materials on the traveled way that interferes with traffic flow between the hours of 6:00 am to 9:00 am and 4:00 pm to 7:00 pm (Monday through Friday), and 9:00 am to 1:00 pm on Sundays.

**The Contractor will not begin work with the Barnwell Elementary School property until June 1<sup>st</sup> and must be off the property by August 1<sup>st</sup>, 2020.**



The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon notification from the contractor that all work is complete. A Punch List of found deficiencies will be submitted to the contractor upon completion of the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance. 10% retainage will be held from the total amount due the Contractor until Final Acceptance of work is issued by the City.

The City will retain 10% of the fee due the Contractor. The retainage will be paid as the final invoice after the project has been completed and accepted. All punch-list work must be complete before release of any retainage.

### **PERMITS AND LICENSES**

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

### **MATERIALS**

Contractor will be responsible for quality control testing of materials incorporated into the project. All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications.

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

### **INVOICING**

The Contractor shall invoice monthly by the 10<sup>th</sup> of each month for work satisfactorily completed. Invoices need to be sent to both the City's Project Manager and the project's Construction Engineering & Inspection (CEI) firm for approval. A copy of the final invoice must also be sent to [purchasing@johnscreekga.gov](mailto:purchasing@johnscreekga.gov).

### **EXISTING CONDITIONS / DEVIATION OF QUANTITIES**

The City reserves the right to add, modify, or delete quantities. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. Contractor will not be entitled to an adjustment of unit price on an item which increased or decreased from the original plan quantity.

All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work". The bidder shall include the cost for all incidental work in the "Grading Complete" bid item. Contractor will notify the City in writing if quantities of contract items will exceed plan. At no time will contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

All information given concerning existing conditions is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions prior to submitting their bid.

No adjustment will be made to the bid based on missing or inaccurate information on the plans.

### **UTILITIES**

Contractor shall be responsible for protecting all utilities and for coordinating any utility relocation necessary for the completion of the work.



Contractor shall be responsible for the adjusting to grade of existing utility structures that are incorporated into the work including but not limited to water valves and sewer cleanouts.

All known utility facilities are shown schematically on highway plans, and are not necessarily accurate in location as to plan or elevation. Utility facilities such as service lines or unknown facilities not shown on plans will not relieve the contractor of their responsibility under this requirement. "Existing utility facilities" means any utility that exists on the project in its original, relocated or newly installed position.

### **TRAFFIC CONTROL**

The Contractor shall, at all times, conduct his work as to assure the least possible obstruction to the citizens. Work staging and operations shall be conducted in a manner to minimize interference with traffic flow thru existing parking areas. The safety and convenience of the general public and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with MUTCD and DOT specifications. Contractor shall take all necessary precautions for the protection of the workers and safety of the public.

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

The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to insure that ingress and egress are safely provided when and where needed.

Two way traffic shall be maintained at all times, utilizing certified flaggers as necessary, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area.

All personnel, equipment, and materials required for installing and maintaining traffic control shall be the responsibility of the contractor.

**Mandatory: Contractor shall furnish copies of traffic control certifications and a headshot photo of all personnel providing traffic control services during project. This requirement shall be furnished to the City at the contract-project kick-off meeting.**

### **PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE**

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

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

### **SURVEY**

The Contractor will be responsible for all staking necessary to complete construction activities. All survey equipment, stakes and other materials needed will be considered incidental to construction operations and no additional compensation will be provided.

### **RIGHTS AND USE OF MATERIAL**

Materials excavated within the project limits become the property of the Contractor. The Contractor, at his/her discretion, may elect to incorporate any of the excavated material into his/her work provided and that it is suitable for the intended use. Materials identified to be removed and are unsuitable for the project will be removed from the site by the Contractor. All excavation, placement, hauling and grading of on-site material will be the Contractors responsibility.

### **GRADING COMPLETE**

The Contractor shall be responsible for all grading work including all clearing, grubbing, hauling, grading, excavation, backfilling, and compaction tasks associated with the work. In addition to the above listed tasks, any costs associated with providing borrow material from a location not within the project limits will be the responsibility of the Contractor. Sub-grade excavation to required elevations, removal of excavated material if necessary, sub-grade compaction, fine grading, and back-filling excavated area with suitable material will be the responsibility of the Contractor. Also included in this work will be the removal and hauling off of existing construction materials, trees and any other items necessary to complete the work.

Finished grade of disturbed areas will match and blend with adjacent areas not disturbed by construction operations. The Contractor is also responsible for all ditch grading required to maintain drainage.

Tree save fence shall be installed and maintained by the contractor as indicated on the plans.

### **EROSION/SEDIMENT CONTROL**

It is the responsibility of the Contractor to follow all Federal, State and Local erosion and sediment control laws and specifications. This includes meeting all NPDES guidelines.

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

Contractor shall install and maintain erosion control BMP's per the plans.

### **GRASSING COMPLETE**

Contractor will be responsible for temporary and permanent grassing all disturbed areas. This work shall



consist of ground preparation, furnishing and planting, seeding (including the cost of the seed), fertilizing, sprigging, mulching and watering of all areas disturbed due to construction operations. This work will comply with GDOT Section 700 – “Grassing.” Finished grade of disturbed areas will match and blend with adjacent areas not disturbed by construction operations. In the event that areas are damaged prior to final project acceptance, the Contractor will repair or replace as necessary. Please refer to the seeding schedule in the plans for species and spreading rates.

### **SIGNAL INSTALLATIONS/UPGRADES**

The contractor shall coordinate construction activities with the City of Johns Creek Traffic Department to relocate traffic signal equipment as appropriate throughout construction.

### **COORDINATION**

The Contractor shall keep the City updated on the construction schedule, daily work plans and any challenges or setbacks within 24 hours.

### **ENTRANCE AND PARKING LOT IMPROVEMENTS**

The work shall consist of the construction of additional improvements to the Barnwell Elementary School parking lot and the relocation of the existing gate at the school’s entrance further down the driveway. This work is incidental and no separate payment will be made. Improvements to the parking lot shall consist of removing existing curb and re-pouring curb. The curb and gutter shall be installed in a manner to provide a uniform curb section.

### **EXISTING SIGNAGE AND TREES**

Contractor shall be responsible for maintaining existing signs and trees. Signs and trees not to be disturbed are labeled as Do Not Disturb in the plans (13 Series Drawings). All known signs and trees are shown schematically in the engineering plans, and are not necessarily accurate in location as to plan or elevation.

### **GUARDRAIL/HANDRAIL INSTALLATIONS**

The contractor shall construct guardrail and handrail installations where noted in the 13 Series Drawings. The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work.

Guardrails shall be installed according to GDOT Specifications and Standards. Contractor shall furnish and set posts (all lengths) together with the necessary offset blocks and hardware. Contractor shall use extended posts where needed. No additional payment will be made for extended posts. Fabricate and install guardrail anchorages, mounting devices, brackets, and other appurtenances.

Handrails shall be installed according to GDOT Specifications and Standards. Refer to drawing 05-0003 for handrail details.

### **PREPARATION OF SUBGRADE**

This work shall consist of constructing the sub-grade such that the finished line and grade will conform to the line and grade as shown on the plan or as directed by City staff. The subgrade will be compacted to a degree such that no noticeable deflection is apparent. Removal of unsuitable material and replacement with



suitable material is the responsibility of the Contractor. The City staff will verify line, grade, and compaction prior to placement of any materials. Contractor will not proceed with placement of materials without authorization by City staff.

### **CONCRETE SIDEWALK**

The Contractor shall construct Portland Cement Concrete sidewalks as stated in the plans, in accordance with the typical section.

Where space does not allow for a two-foot setback or where immovable objects restrict the width or location of the sidewalk, the contractor shall seek approval by the City prior to making adjustments in regard to the sidewalk width and/or location. Curb cut ramps shall be located at all intersections and driveways in accordance with GDOT and ADA requirements.

In addition, ADA compliant detectable warning surfaces shall be used at the toe of the ramps. Curb cut ramps and detectable warning surfaces are incidental to the cost for the Portland cement concrete sidewalks.

The detectable warning surfaces shall be the yellow fiberglass insert type and shall be at a minimum 2' x 4' in size. The detectable warning surfaces shall be considered incidental and no separate payment will be made. Also, the proposed sidewalk shall tie to the existing driveways in accordance with GDOT and ADA requirements. ADA ramps will be paid for at the contract unit price for sidewalk.

This work shall consist of supplying, transporting, forming, placing, finishing, and curing Portland Cement Concrete as sidewalks at locations specified in this ITB. Concrete shall conform to the minimum requirements for Class "B" as specified by GDOT. Concrete shall be placed only when the air temperature is 40 degrees Fahrenheit and rising. Concrete will be protected from freezing for the first 24 hours. Appropriate levels of care will be employed by contractor to restrict public access to uncured concrete. Concrete will be broom finished, edged, and jointed.

Concrete sidewalk construction will be performed in accordance with current GDOT specifications.

### **CONCRETE CURB AND GUTTER**

The Contractor shall saw cut the existing edge of pavement at locations where curb is to be installed to provide a straight and uniform tie-in. This work is incidental and no separate payment will be made. The curb and gutter shall be installed in a manner to provide a uniform curb section.

### **ASPHALT CONCRETE PAVEMENT**

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

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

Refer to drawings 05-0003 for asphalt depths.

### **THERMOPLASTIC/PREFORMED PLASTIC PAVEMENT MARKINGS**

This work shall consist of placement of Thermoplastic Pavement Markings on the asphalt pavement

sections and Preformed Plastic Markings with black contrast on the bridge. Final (thermoplastic and preformed plastic) pavement markings shall be placed at least 20 calendar days but no more than 60 calendar days after placement of final asphalt lift. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list.

The Contractor shall install temporary paint pavement markings prior to re-opening the roadway. This work will be considered incidental and should be included in the lump sum bid for Traffic Control.

The 20-day wait period for installing final thermoplastic striping will not count against the available calendar days as long as all other work is complete, including temporary centerline striping, and the road has been re-opened.

### **RAISED PAVEMENT MARKERS**

This work shall consist of placement of Raised Pavement Markers on the asphalt pavement sections as noted in the 26 Series Drawings. The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work.

Pavement marker materials shall meet GDOT standard specifications and be on the qualified products list.

### **SAFETY**

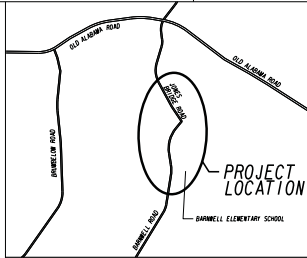
Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site. The Contractor shall comply with all OSHA regulations as they pertain to this project.

### **CLEANUP**

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the Contractor fails to accomplish restoration and clean-up within an acceptable period of time. Failure to perform clean-up activities may result in suspension of the work.

### **CONTRACT TERMS & CONDITIONS**

See attached Contract Terms and Conditions bid document.



LOCATION SKETCH

CITY OF JOHNS CREEK  
PUBLIC WORKS

PLAN AND PROFILE OF PROPOSED  
BARNWELL ROAD AT JONES BRIDGE ROAD  
ENHANCED SIDEWALK AND INTERSECTION IMPROVEMENTS



5074 BRISTOL INDUSTRIAL WAY  
SUITE A  
BUFORD, GEORGIA 30518  
(770) 271-2868 / (770) 271-0779 FAX  
[www.dpengr.com](http://www.dpengr.com)

NOTE :  
ALL REFERENCES IN THIS DOCUMENT WHICH INCLUDES ALL PAPERS, WRITINGS,  
DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED, OR TO BE USED IN CONNECTION  
WITH THIS DOCUMENT, TO "STATE HIGHWAY DEPARTMENT OF GEORGIA," "STATE  
HIGHWAY DEPARTMENT," "GEORGIA STATE HIGHWAY DEPARTMENT," "HIGHWAY  
DEPARTMENT," OR "DEPARTMENT" WHEN THE CONTEXT THEREOF MEANS THE  
STATE HIGHWAY DEPARTMENT OF GEORGIA, AND SHALL BE DEEMED TO MEAN  
THE DEPARTMENT OF TRANSPORTATION.



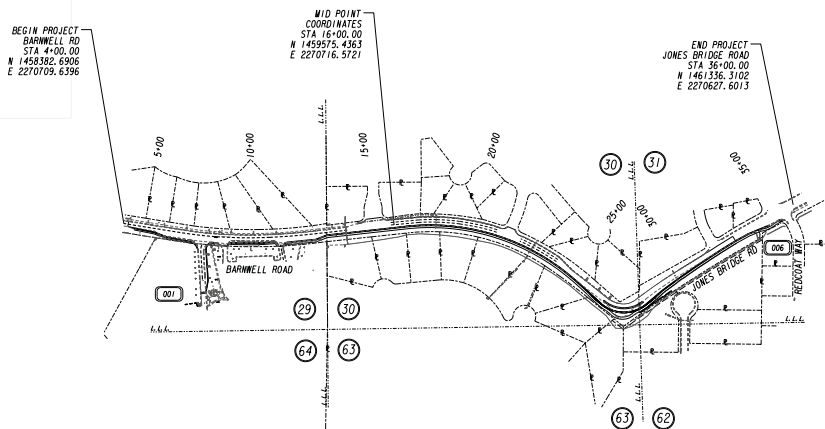
PREPARED BY: DEVELOPMENT PLANNING & ENGINEERING, INC

DESIGN SPEED: 40 M.P.H.  
FUNCTIONAL CLASS:  
URBAN COLLECTOR STREET  
THIS PROJECT IS 100% IN  
FULTON COUNTY AND 100%  
IN CONG. DIST. No.6  
LAND LOTS 29,30, & 31  
DESIGNED IN ENGLISH UNITS.

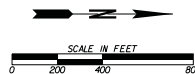
THIS PROJECT HAS BEEN PREPARED  
USING THE HORIZONTAL GEORGIA  
COORDINATE SYSTEM OF 1984 (NAD  
1983/94 WEST ZONE, AND THE NORTH  
AMERICAN VERTICAL DATUM (NAVD)  
OF 1988.



THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.



LENGTH OF PROJECT	COUNTY No. 12
	Project No. PW520
	MILES
NET LENGTH OF ROADWAY	0.606
NET LENGTH OF BRIDGES	0.000
NET LENGTH OF PROJECT	0.606
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF PROJECT	0.606

[illegible]

DRAWING No.  
01-0001












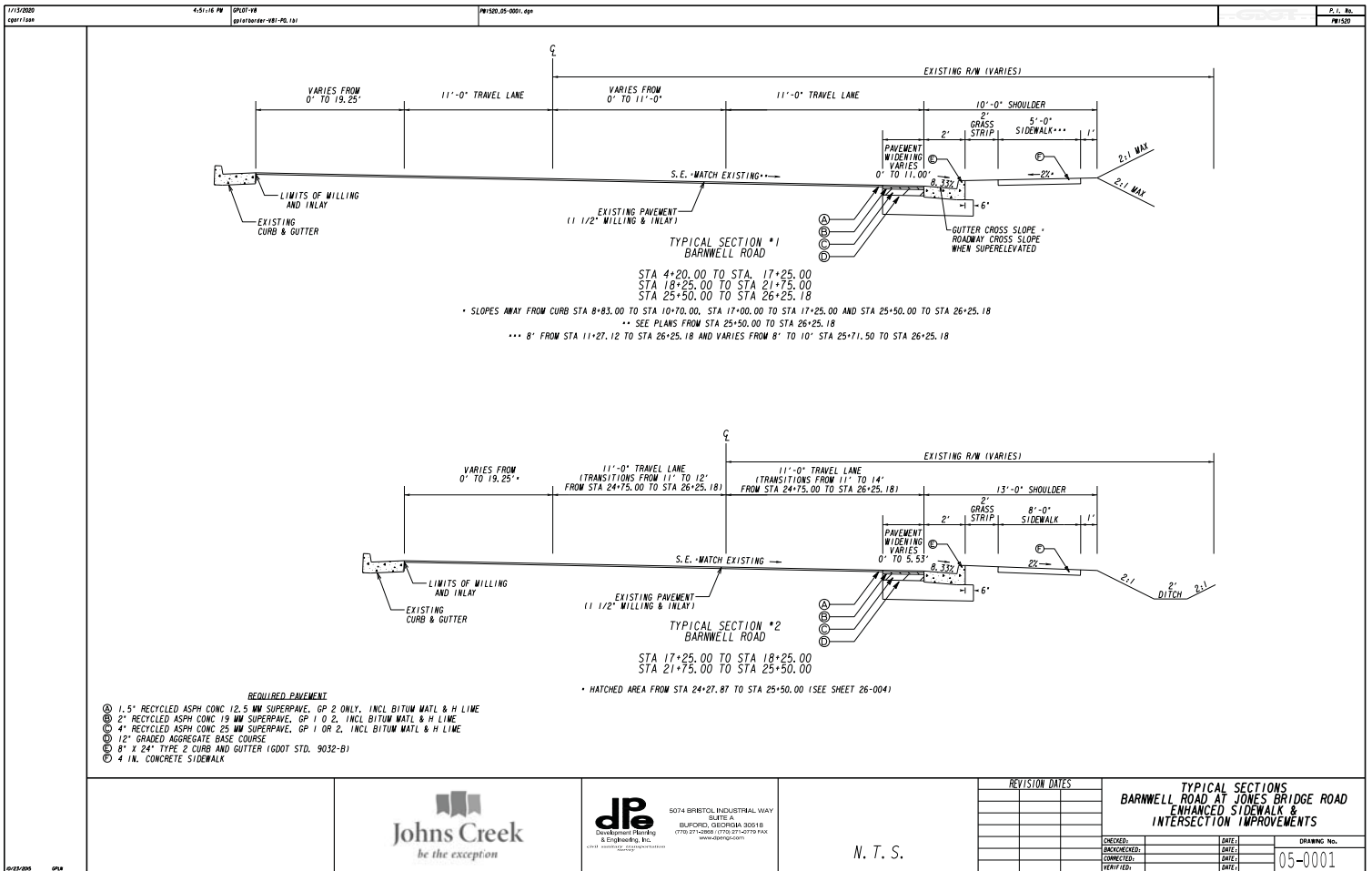


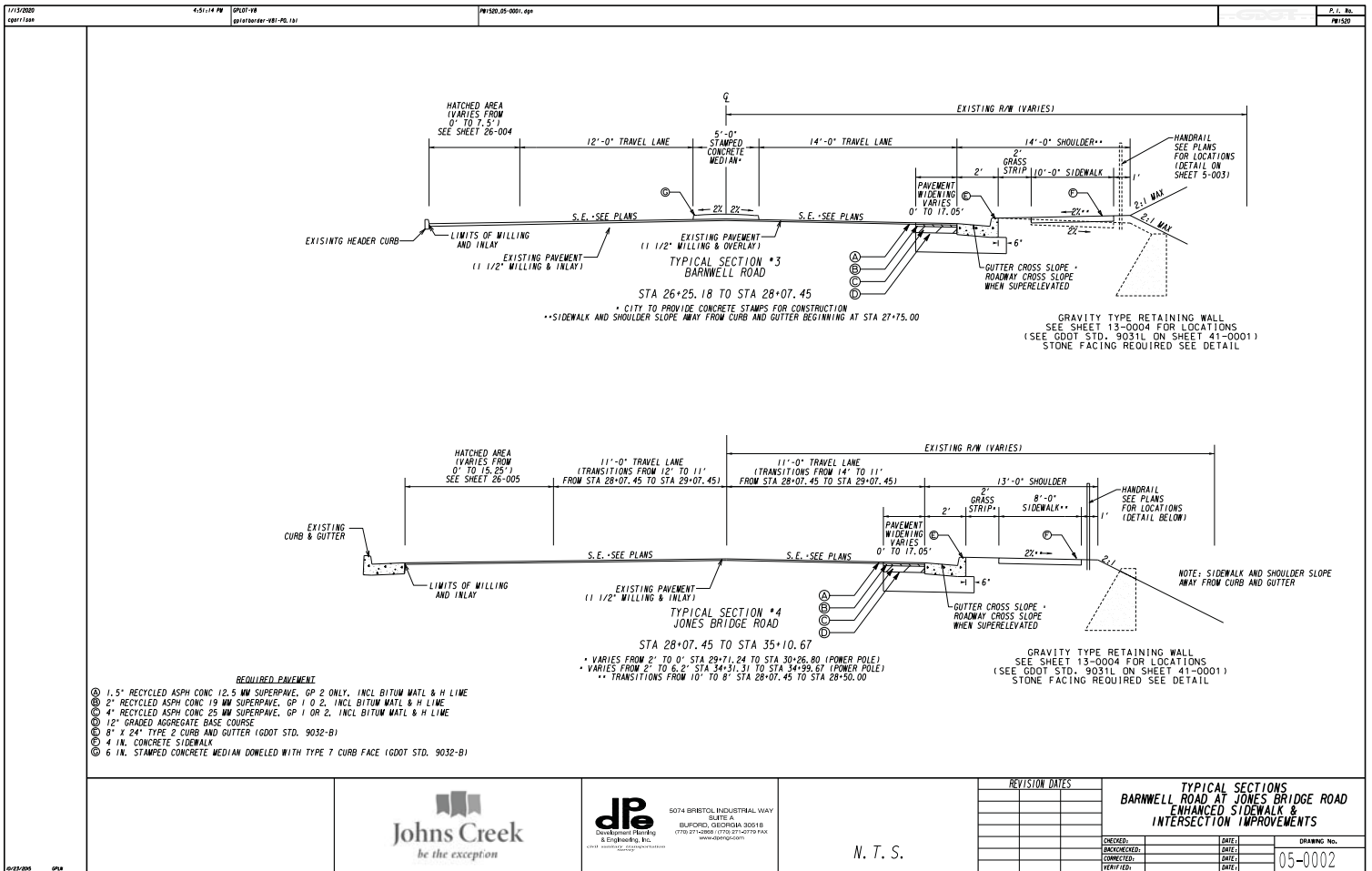




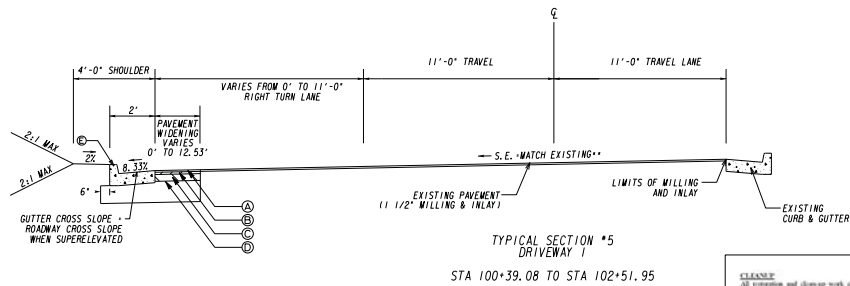


12/16/2019 08:17:00	1:02:13 AM 08/17/2019	01/01/19 08/17/2019	11/15/2019-0000.dwg	P.L. 04 11/15/20																												
<div>GENERAL NOTES - STANDARD SIGNS</div> <div><div><div>1. ALL STANDARD HIGHWAY SIGNS SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH THE DETAILS SHOWN IN THE PLANS, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, AND THE GEORGIA SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND/OR SPECIAL PROVISIONS.</div><div>2. SIGN ERECTION STATIONS ARE APPROXIMATE AND MAY BE ADJUSTED TO MEET FIELD CONDITIONS WHERE NECESSARY, BUT SHALL BE WITHIN THE LIMITATIONS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION. NO SIGN LOCATION SHALL BE CHANGED BY THE CONTRACTOR OR BY THE PROJECT ENGINEER WITHOUT PRIOR APPROVAL FROM THE OFFICE OF TRAFFIC OPERATIONS.</div><div>3. ALL STANDARD HIGHWAY SIGNS SHALL BE ERECTED AT A HEIGHT OF 7 FEET ABOVE THE NORMAL EDGE OF PAVEMENT TO THE BOTTOM OF THE SIGN OR ASSEMBLY.</div><div>4a. HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS ON INTERSTATE HIGHWAYS SHALL BE 32 FEET FROM THE NORMAL EDGE OF PAVEMENT TO THE NEARER EDGE OF THE SIGN(S), UNLESS SPECIFIED OTHERWISE IN THE PLANS. HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS ON RAMP SHALL BE 2 FEET FROM THE NORMAL EDGE OF PAVED SHOULDER, OR EDGE OF GRADED SHOULDER WHEN PRESENT.</div><div>4b. HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS ON ALL OTHER ROADWAYS SHALL BE 6 FEET FROM THE EDGE OF THE PAVED SHOULDER OR 12 FEET FROM THE NORMAL EDGE OF PAVEMENT TO THE NEARER EDGE OF THE SIGN(S), WHICHEVER IS GREATER. THE HORIZONTAL CLEARANCE IN NON-MOUNTABLE CURB SECTIONS SHALL BE AT LEAST 2 FEET FROM THE CURB FACE TO THE NEARER EDGE OF THE SIGN(S).</div><div>4c. HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS MOUNTED BEHIND GUARD RAIL SHALL BE 6 FEET FROM THE FACE OF THE GUARD RAIL TO THE NEARER EDGE OF THE SIGN(S).</div><div>5. SINGLE PLATE, HORIZONTAL RECTANGULAR SIGNS OVER 48 INCHES IN WIDTH SHALL BE MOUNTED ON TWO POSTS WITH 2 EACH 2 INCH x 1/4 INCH x (WIDTH OF SIGN) ALUMINUM OR GALVANIZED STEEL STRAPS. THE STRAPS SHALL BE FLUSH WITH THE BACK OF THE SIGN WITH ONE EACH ACROSS THE TOP AND BOTTOM OF THE SIGN. THE CENTERLINE OF EACH POST SHALL BE INSET 1/6TH OF THE SIGN WIDTH FROM THE EDGE OF THE SIGN. SIGN PLATE BOLT HOLES SHALL BE 1/2 INCH DIAMETER, DRILLED OR PUNCHED, AS SHOWN ON THE SIGN PLATE DETAILS.</div><div>6. EACH 42 OR 48 INCH WIDE x 18 OR 24 INCH HIGH SIGN REQUIRES ONE 2 INCH x 1/4 INCH x (WIDTH OF SIGN) ALUMINUM OR GALVANIZED STEEL STRAP LOCATED IN THE CENTER OF THE SIGN AND FLUSH WITH THE BACK OF THE SIGN.</div></div><div><div>7. SIGN ASSEMBLIES SHALL BE MOUNTED ON ALUMINUM OR GALVANIZED STEEL STRAP FRAMES. FOR DETAILS AND STRAP SPECIFICATIONS REFER TO SIGN ASSEMBLY-TYPICAL FRAMING DETAILS.</div><div>8. TYPE 9 (VERY HIGH INTENSITY) REFLECTIVE SHEETING SHALL BE USED FOR ALL STANDARD HIGHWAY SIGNS REQUIRING REFLECTORIZED BACKGROUNDS EXCEPT AS SPECIFIED BELOW OR SPECIFIED OTHERWISE IN THE PLANS. EITHER CLASS 1 OR CLASS 2 ADHESIVE BACKING IS PERMISSIBLE.</div><div>9. TYPE 11 (VERY HIGH INTENSITY) REFLECTIVE SHEETING SHALL BE USED FOR ALL RED SERIES SIGNS (R1-1, R1-2, R1-3P, R5-1, R5-1A, R5-1B).</div><div>10. TYPE 11 (VERY HIGH INTENSITY) FLUORESCENT YELLOW REFLECTIVE SHEETING SHALL BE USED FOR ALL WARNING SIGNS.</div><div>11. TYPE 11 (VERY HIGH INTENSITY) FLUORESCENT YELLOW GREEN REFLECTIVE SHEETING SHALL BE USED FOR SCHOOL ZONE (S1-1, S2-1, S3-1, S4-3, AND THE TOP PORTION OF THE S5-1) SIGNS. ALL REGULATORY SIGNS WITHIN THE SCHOOL ZONE SIGNING SHALL HAVE TYPE 9 (VERY HIGH INTENSITY) REFLECTIVE SHEETING.</div><div>12. A 1/2 INCH MINIMUM AIR SPACE SHALL BE REQUIRED BETWEEN ALL SIGN PLATES WITHIN AN ASSEMBLY.</div><div>13. WHERE SIGNS WITHIN AN ASSEMBLY EXTEND BELOW THE STANDARD MOUNTING HOLES ON THE POST(S), ADDITIONAL 3/4 INCH DIAMETER HOLE(S), DRILLED OR PUNCHED, SHALL BE REQUIRED TO PROPERLY MOUNT THE ASSEMBLY.</div><div>14. INTERSTATE SHIELDS SHALL CONTAIN THE WORD GEORGIA. ALL INTERSTATE, U.S., AND GEORGIA SHIELDS REQUIRING ALT, BUS, CONN, LOOP, OR SPUR SHALL USE 4 INCH SERIES "D" LETTERS. REFER TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, FOR DETAILS.</div><div>15. FOR DETAILS OF SPECIAL DESIGN HIGHWAY SIGNS, SEE DETAILS OF MISCELLANEOUS SIGNS.</div><div>16. REFER TO PLAN SHEETS FOR LOCATION OF THE DISTRICT ENGINEERS OFFICE TO BE SHOWN ON ALL R552-1 (LIMITED ACCESS) SIGNS IN THIS PROJECT, IF ANY.</div><div>17. THE CONTRACTOR WILL, AS REQUESTED BY THE DISTRICT TRAFFIC OPERATIONS ENGINEER, BE REQUIRED TO REMOVE ANY EXISTING SIGNS THAT ARE DUPLICATED OR ARE CONTRARY TO THESE SIGN PLANS.</div></div></div> <tr><td></td><td></td><td><div>5074 BRISTOL INDUSTRIAL WAY SUITE A BLYFORD, GEORGIA 30518 (770) 214-0881 (770) 214-0776 FAX www.jpeinc.com</div></td><td><table><tr><th colspan="2">REVISION DATES</th></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></table></td><td><div>GENERAL NOTES BARNWELL ROAD AT JONES BRIDGE ROAD ENHANCED SIDEWALK &amp; INTERSECTION IMPROVEMENTS</div><table><tr><td>CHECKED:</td><td>DATE:</td><td rowspan="3">DRAWING NO. 04-0002</td></tr><tr><td>APPROVED:</td><td>DATE:</td></tr><tr><td>VERIFIED:</td><td>DATE:</td></tr></table></td></tr>							 <div>5074 BRISTOL INDUSTRIAL WAY SUITE A BLYFORD, GEORGIA 30518 (770) 214-0881 (770) 214-0776 FAX www.jpeinc.com</div>	<table><tr><th colspan="2">REVISION DATES</th></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></table>	REVISION DATES																<div>GENERAL NOTES BARNWELL ROAD AT JONES BRIDGE ROAD ENHANCED SIDEWALK &amp; INTERSECTION IMPROVEMENTS</div> <table><tr><td>CHECKED:</td><td>DATE:</td><td rowspan="3">DRAWING NO. 04-0002</td></tr><tr><td>APPROVED:</td><td>DATE:</td></tr><tr><td>VERIFIED:</td><td>DATE:</td></tr></table>	CHECKED:	DATE:	DRAWING NO. 04-0002	APPROVED:	DATE:	VERIFIED:	DATE:
		 <div>5074 BRISTOL INDUSTRIAL WAY SUITE A BLYFORD, GEORGIA 30518 (770) 214-0881 (770) 214-0776 FAX www.jpeinc.com</div>	<table><tr><th colspan="2">REVISION DATES</th></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></table>	REVISION DATES																<div>GENERAL NOTES BARNWELL ROAD AT JONES BRIDGE ROAD ENHANCED SIDEWALK &amp; INTERSECTION IMPROVEMENTS</div> <table><tr><td>CHECKED:</td><td>DATE:</td><td rowspan="3">DRAWING NO. 04-0002</td></tr><tr><td>APPROVED:</td><td>DATE:</td></tr><tr><td>VERIFIED:</td><td>DATE:</td></tr></table>	CHECKED:	DATE:	DRAWING NO. 04-0002	APPROVED:	DATE:	VERIFIED:	DATE:					
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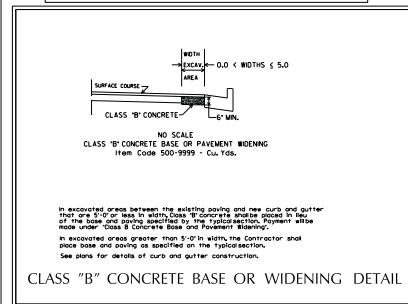
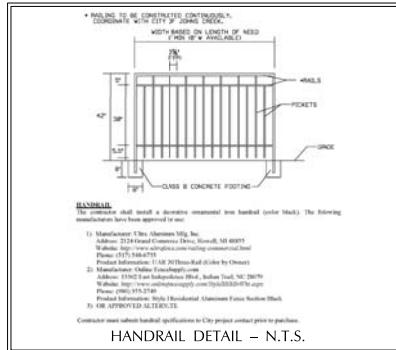
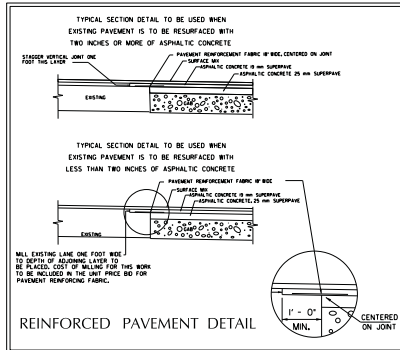








- REQUIRED PAVEMENT**
- ① 1.5" RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME
  - ② 2" RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME
  - ③ 4" RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME
  - ④ 12" GRADED AGGREGATE BASE COURSE
  - ⑤ 6" X 24" TYPE 2 CURB AND GUTTER (GDOT STD. 9032-B)



**Johns Creek**  
be the exception

**JP**  
6074 BRISTOL INDUSTRIAL WAY  
SUITE A  
BURLINGTON, GEORGIA 30018  
(770) 217-0000 (770) 217-0000 FAX  
www.jpcorp.com

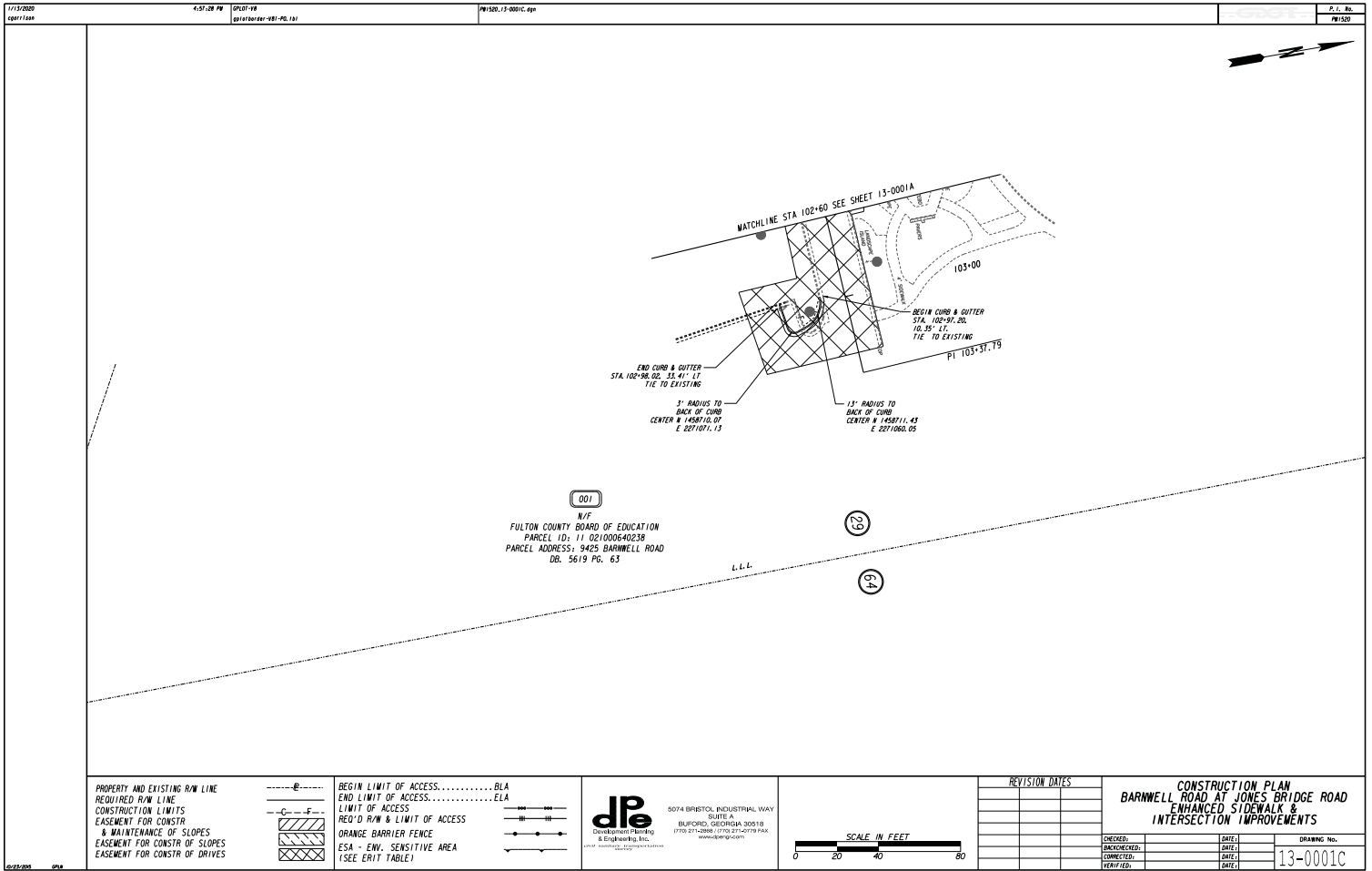
N. T. S.

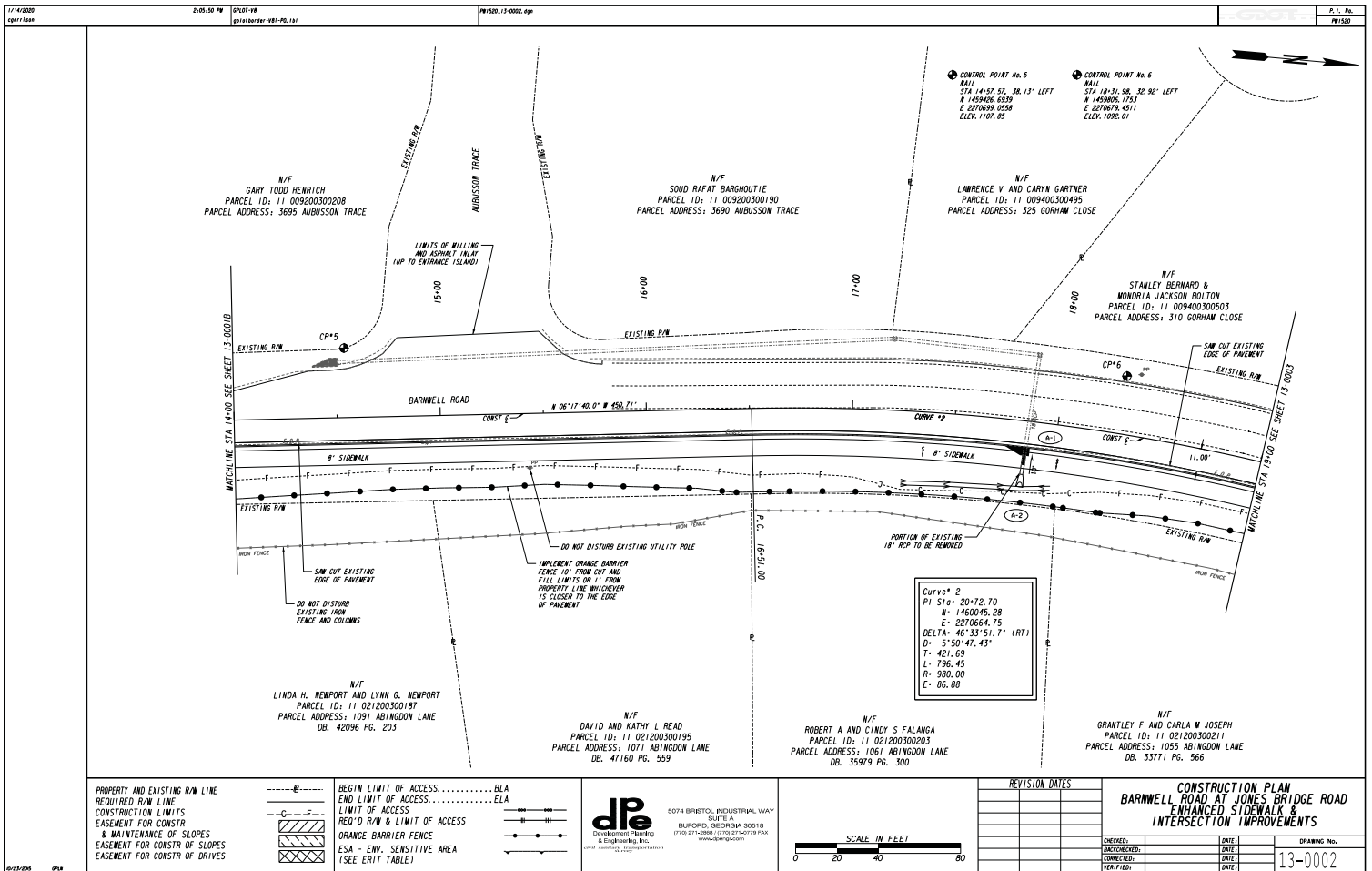
REVISION DATES				TYPICAL SECTIONS BARNWELL ROAD AT JONES BRIDGE ROAD ENHANCED SIDEWALK & INTERSECTION IMPROVEMENTS	
CHECKED:	DATE:	CHECKED:	DATE:	DRAWING NO.	
APPROVED:	DATE:	APPROVED:	DATE:		
VERIFIED:	DATE:	VERIFIED:	DATE:		
					05-0003

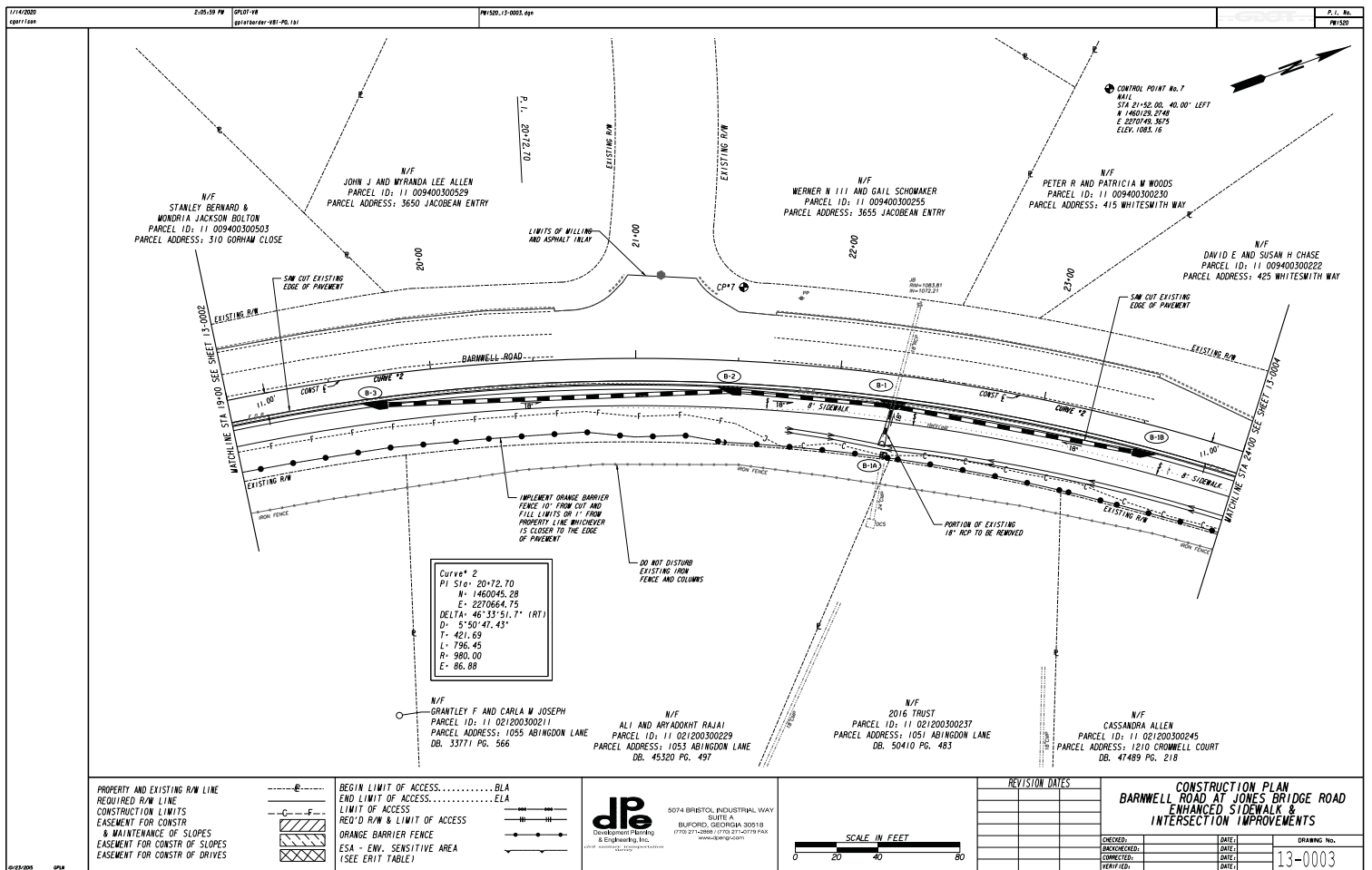




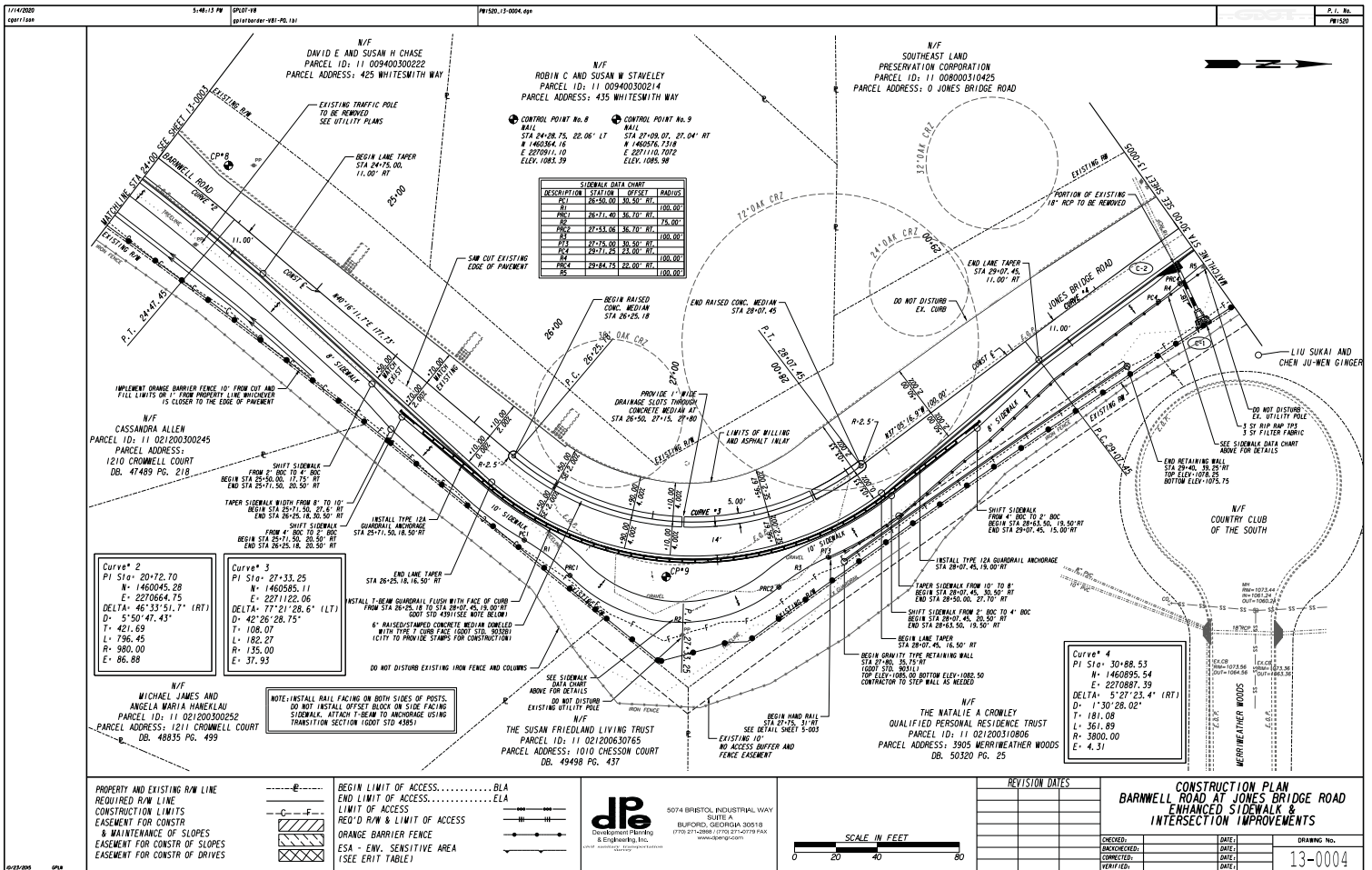




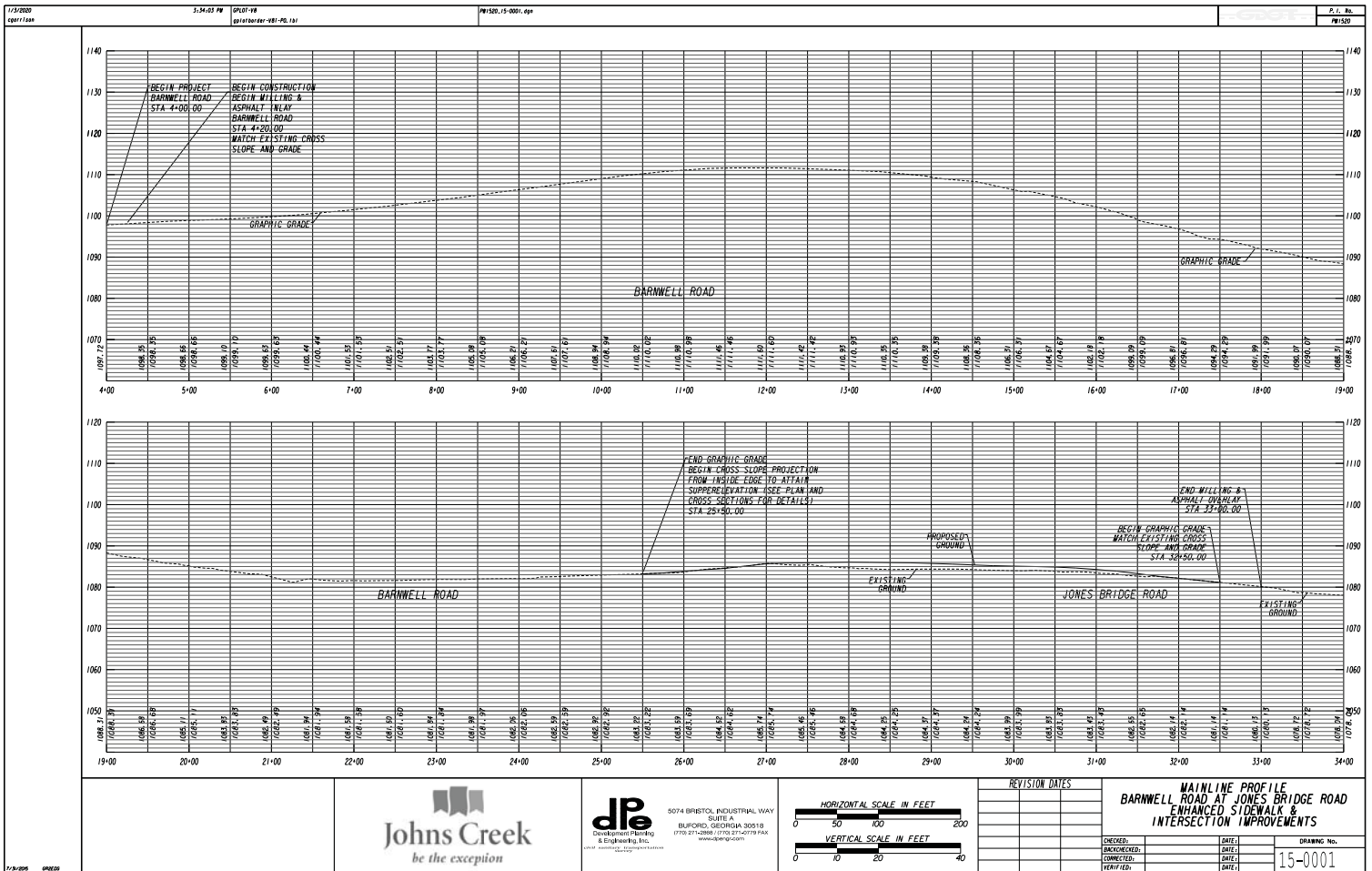




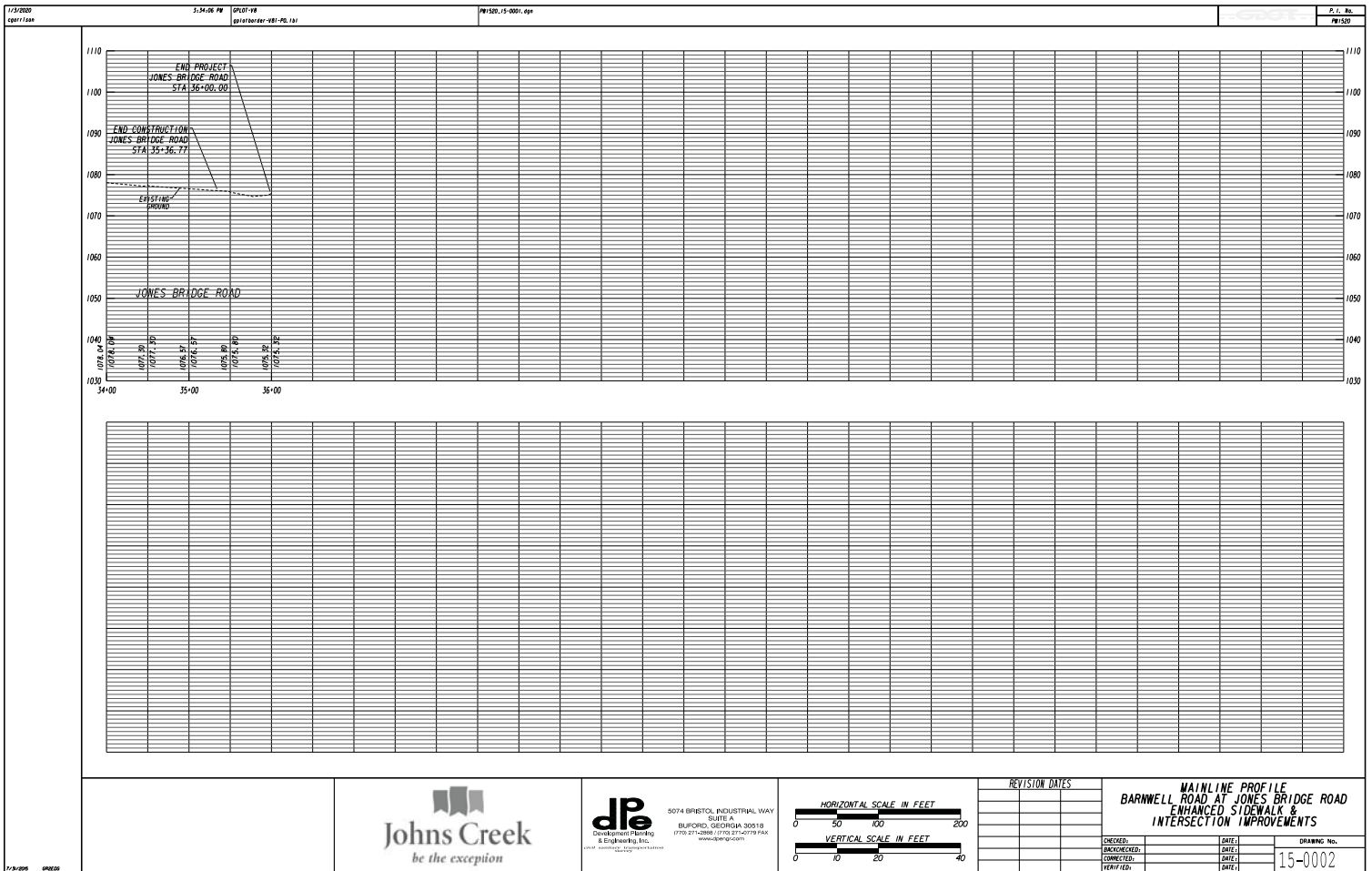


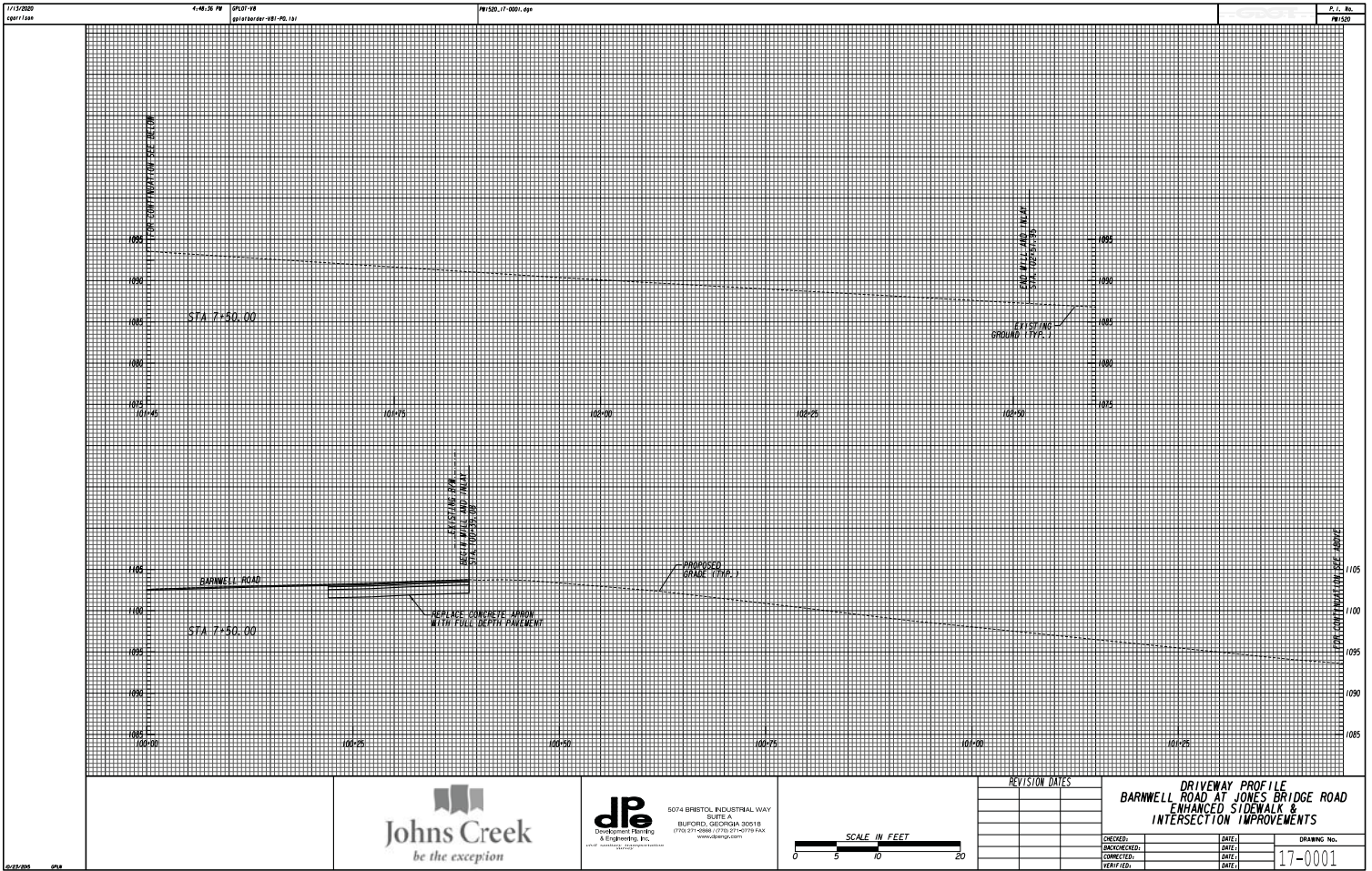


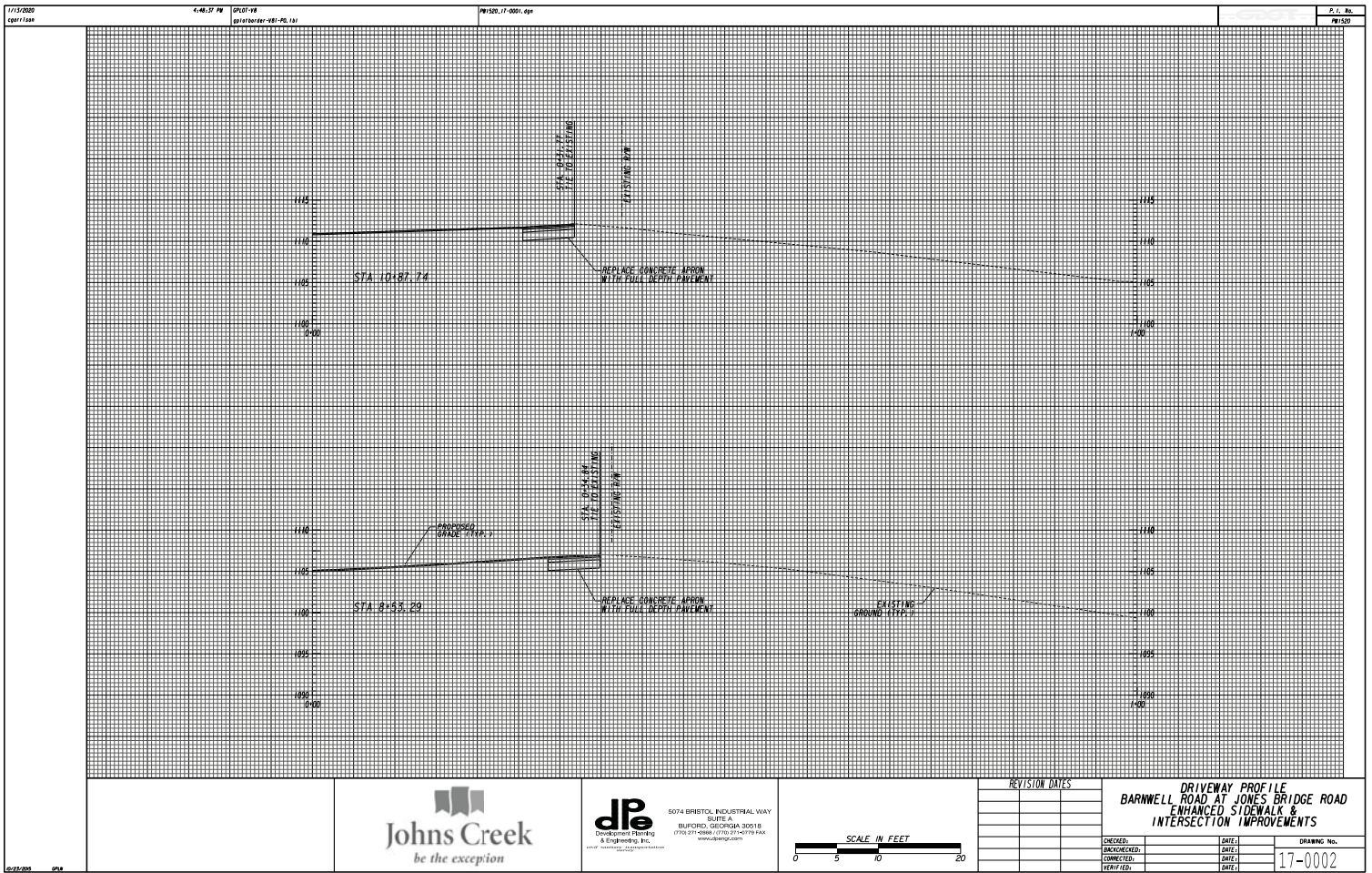




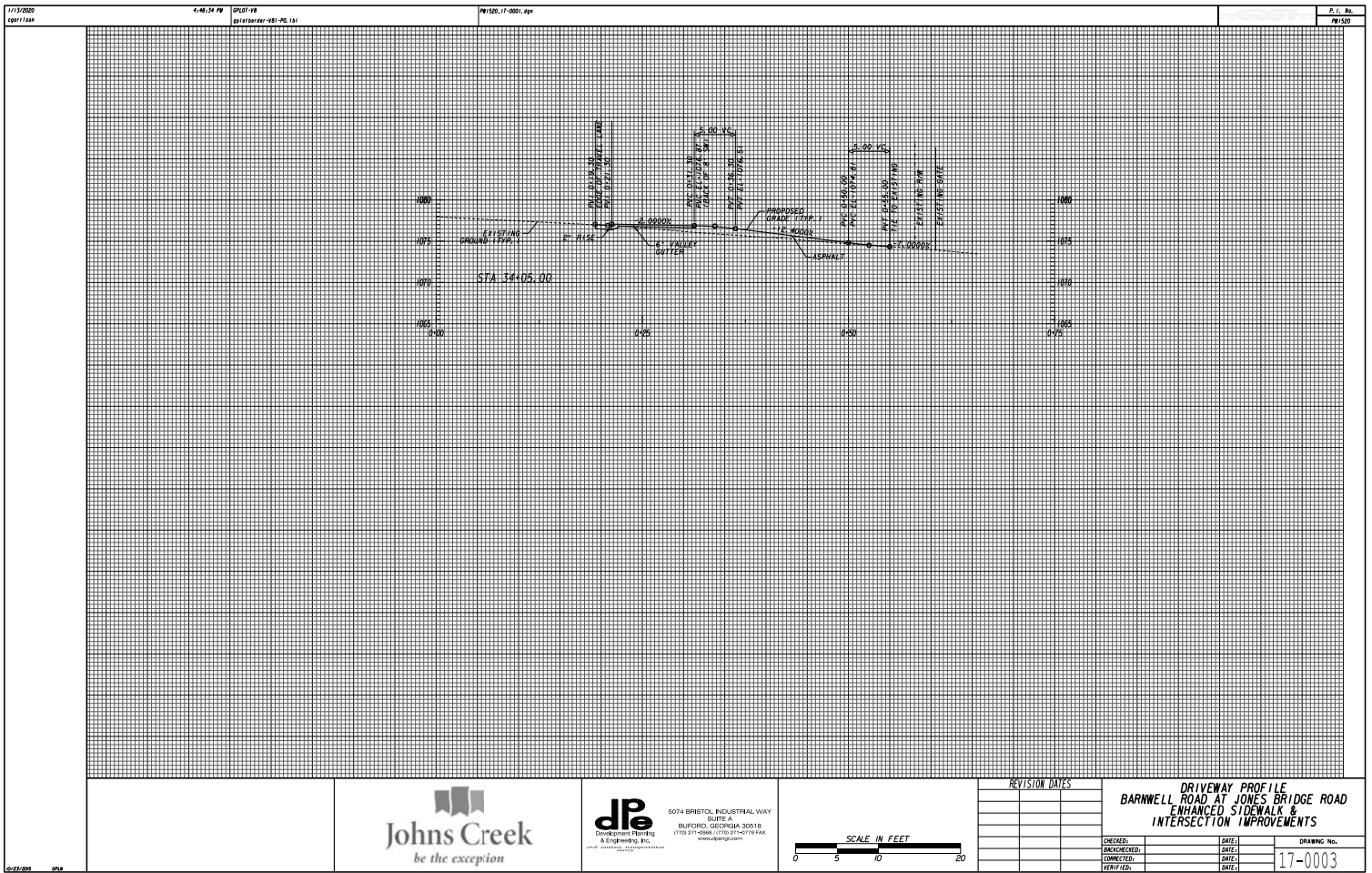




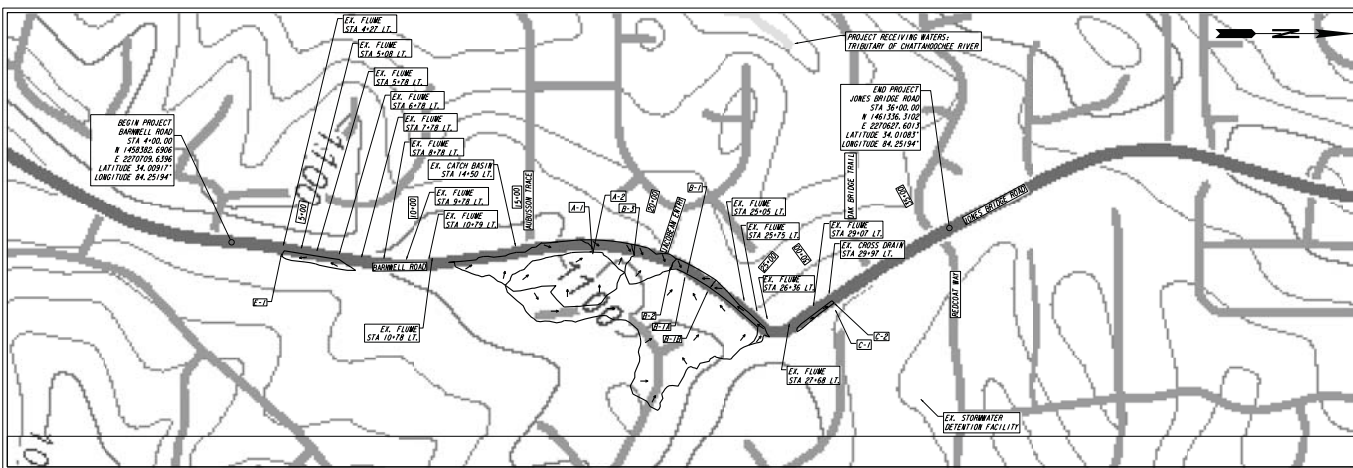








## DRAINAGE CALCULATIONS (GUTTER SPREAD CALCULATIONS)

[illegible]

### PIPE CHART

Pipe Size Pipe #	Upstream Structure	Pipe Size (in)	Pipe Length (ft)	Pipe Slope (%)	Contributing Drainage Area (sq ft)	Design Storm Frequency	Q (25-yr storm) (cfs)	Q (100-yr storm) (cfs)	Runoff Coefficient	Pipe Material	Velocity (25-yr storm) (ft/s)
A2-A1	Flared End Basin G00T 1122	18	11	3.00	1.81	25-yr.	5.88	8.00	0.42	Storm Drain Pipe	4.9
B3-B2	Catch Basin G00T 1003D	18	172	2.50	0.30	25-yr.	2.57	3.47	0.66	Storm Drain Pipe	4.1
B2-B1	Catch Basin G00T 1003D	18	76	3.25	0.47	25-yr.	2.07	2.79	0.47	Storm Drain Pipe	3.4
B1-A1	Flared End Basin G00T 1122	18	15	2.28	0.33	25-yr.	18.23	25.30	0.50	Storm Drain Pipe	10.6
B1B-B1	Catch Basin G00T 1003D	18	323	1.50	0.13	25-yr.	1.49	2.01	0.86	Storm Drain Pipe	3.9
C2-C1	Catch Basin G00T 1003D	18	23	2.50	0.78	25-yr.	9.70	9.95	0.50	Storm Drain Pipe	3.7

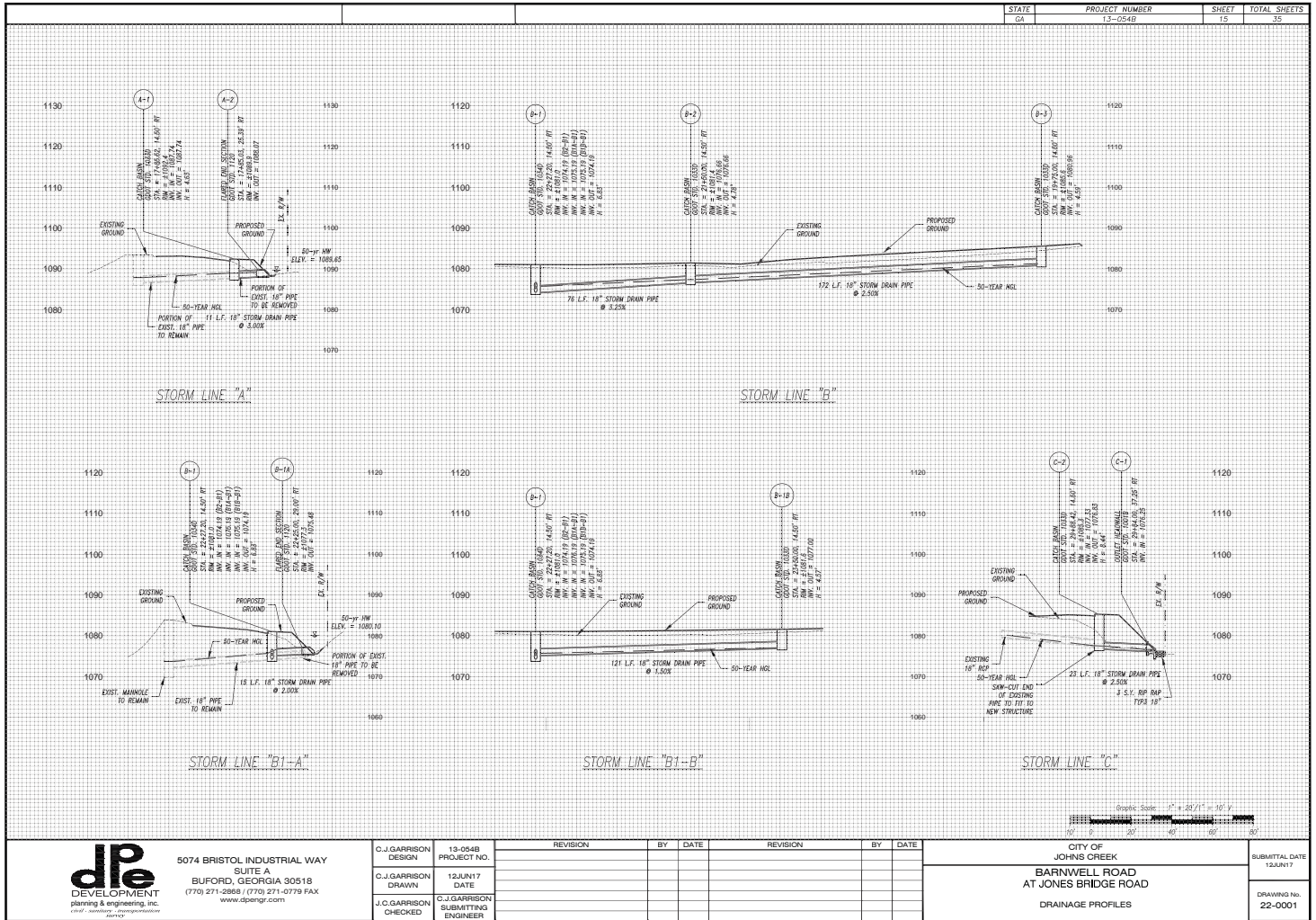
TOTAL PROJECT AREA = 3.70 AC  
TOTAL DISTURBED AREA = 2.10 AC



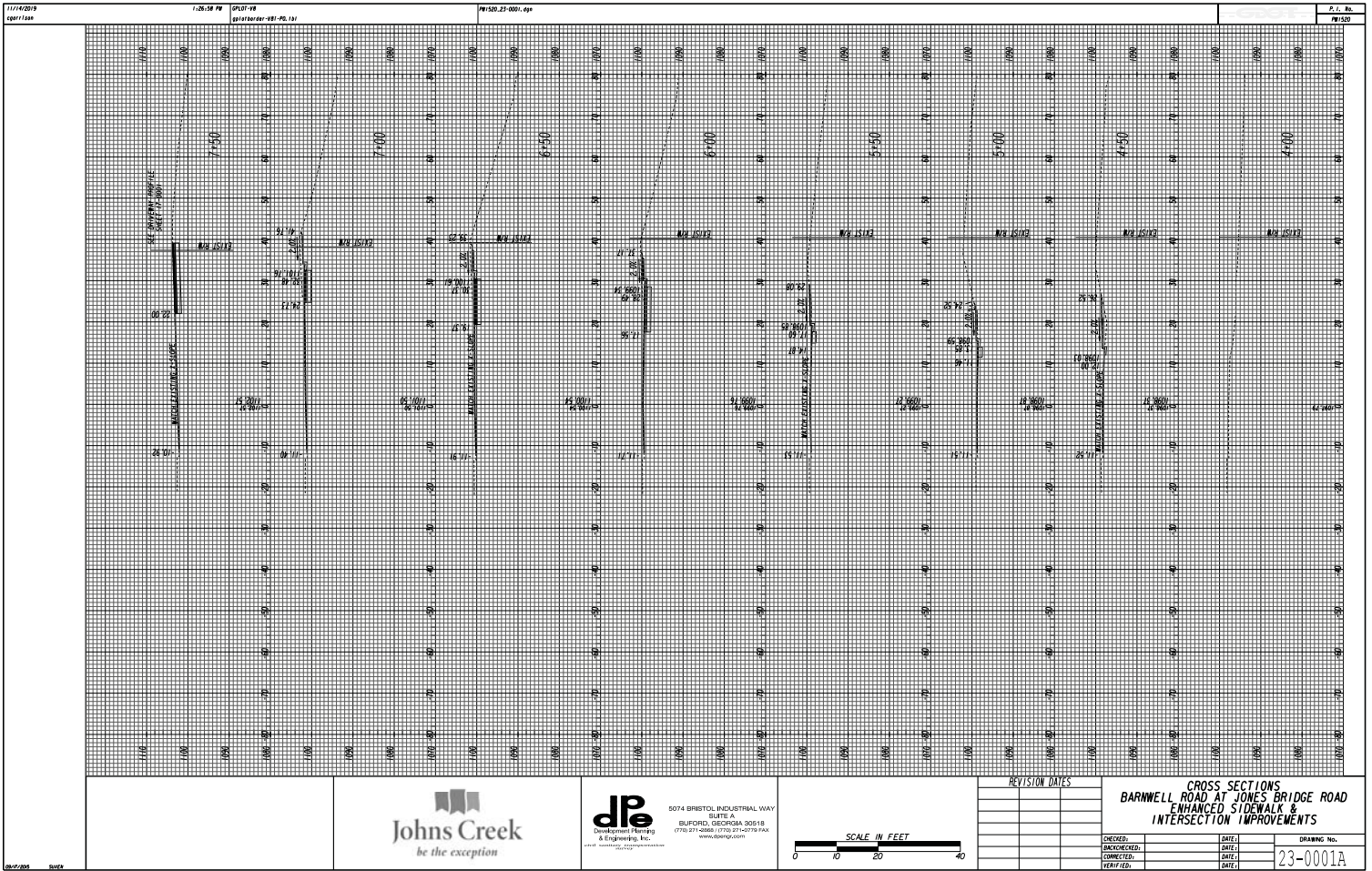
5074 BRISTOL INDUSTRIAL WAY  
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[www.dpengr.com](http://www.dpengr.com)

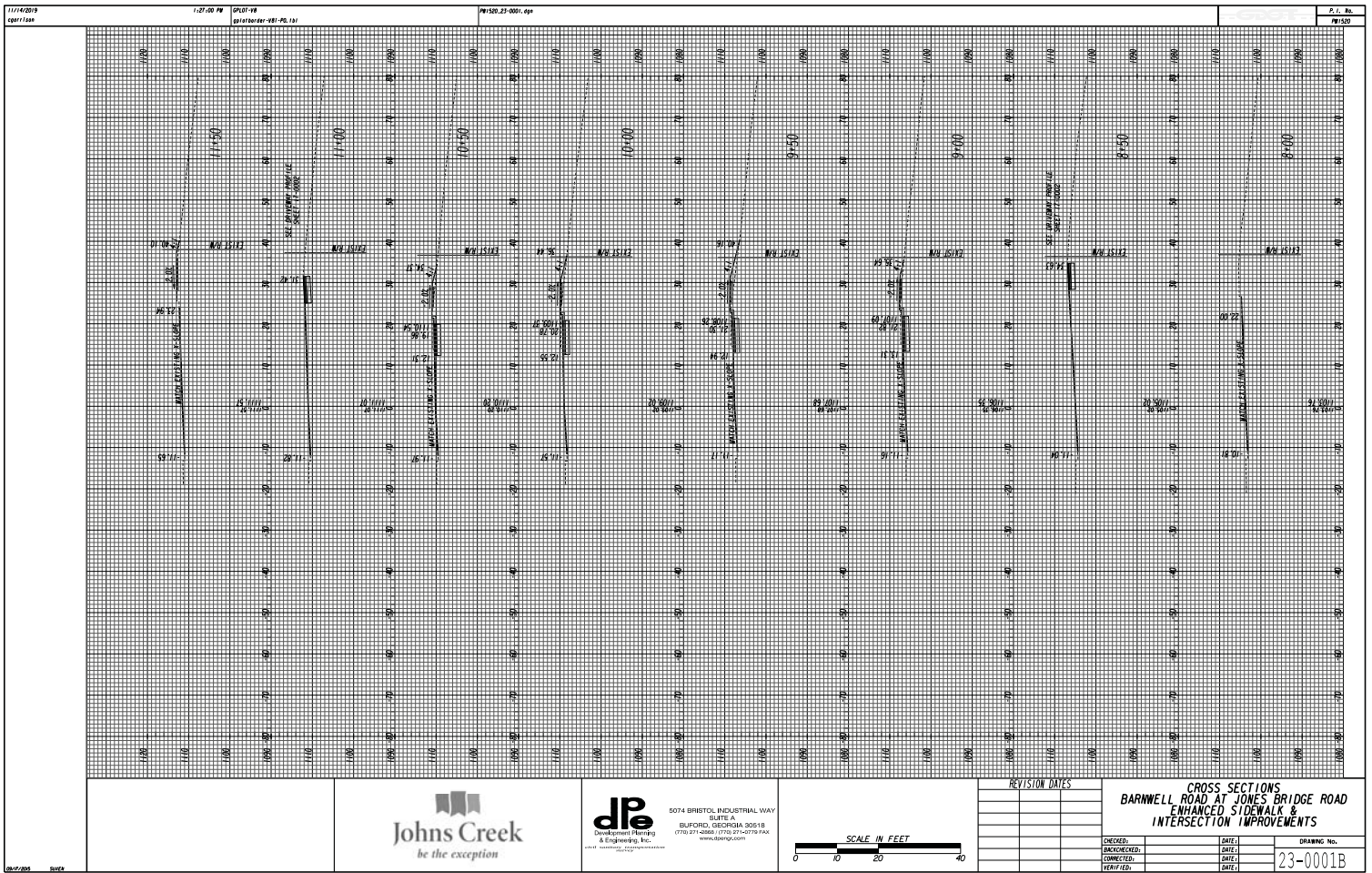
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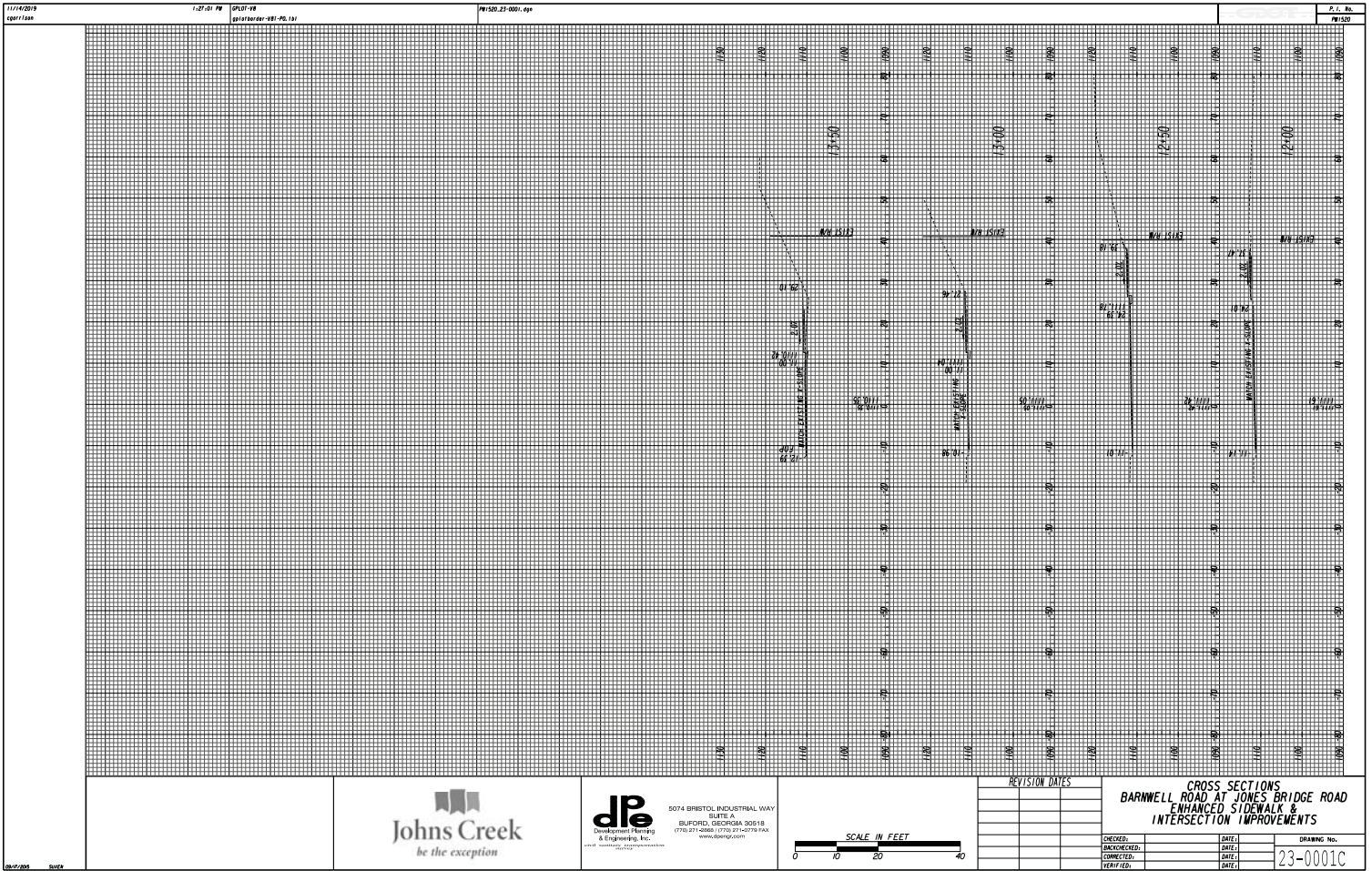
REVISION DATES		DRAINAGE AREA MAP BARNWELL ROAD AT JONES BRIDGE ROAD ENHANCED SIDEWALK & INTERSECTION IMPROVEMENTS			
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		ENHANCED:	DATE:	21-0001	
		CORRECTED:	DATE:		
		VERIFIED:	DATE:		

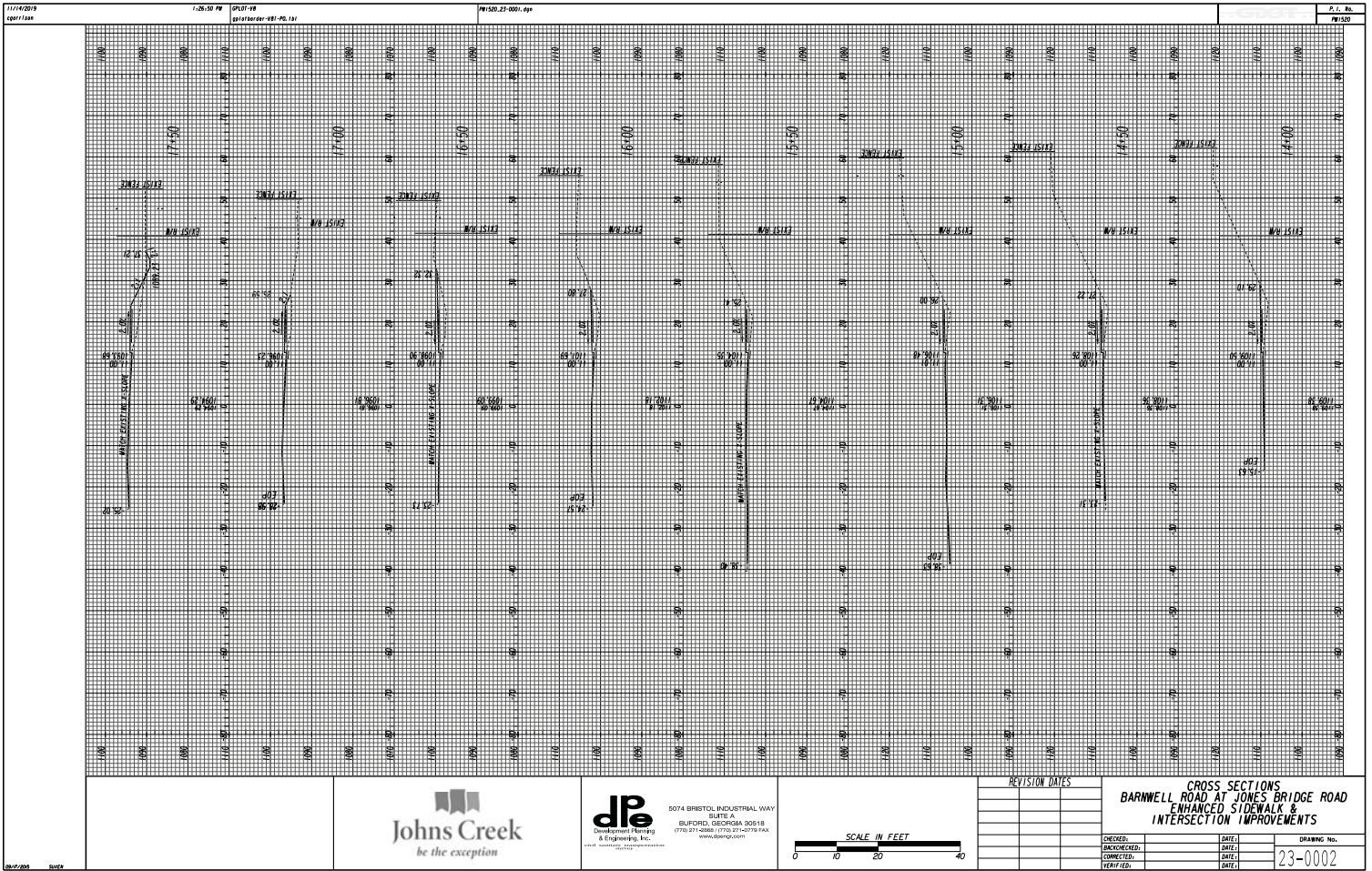




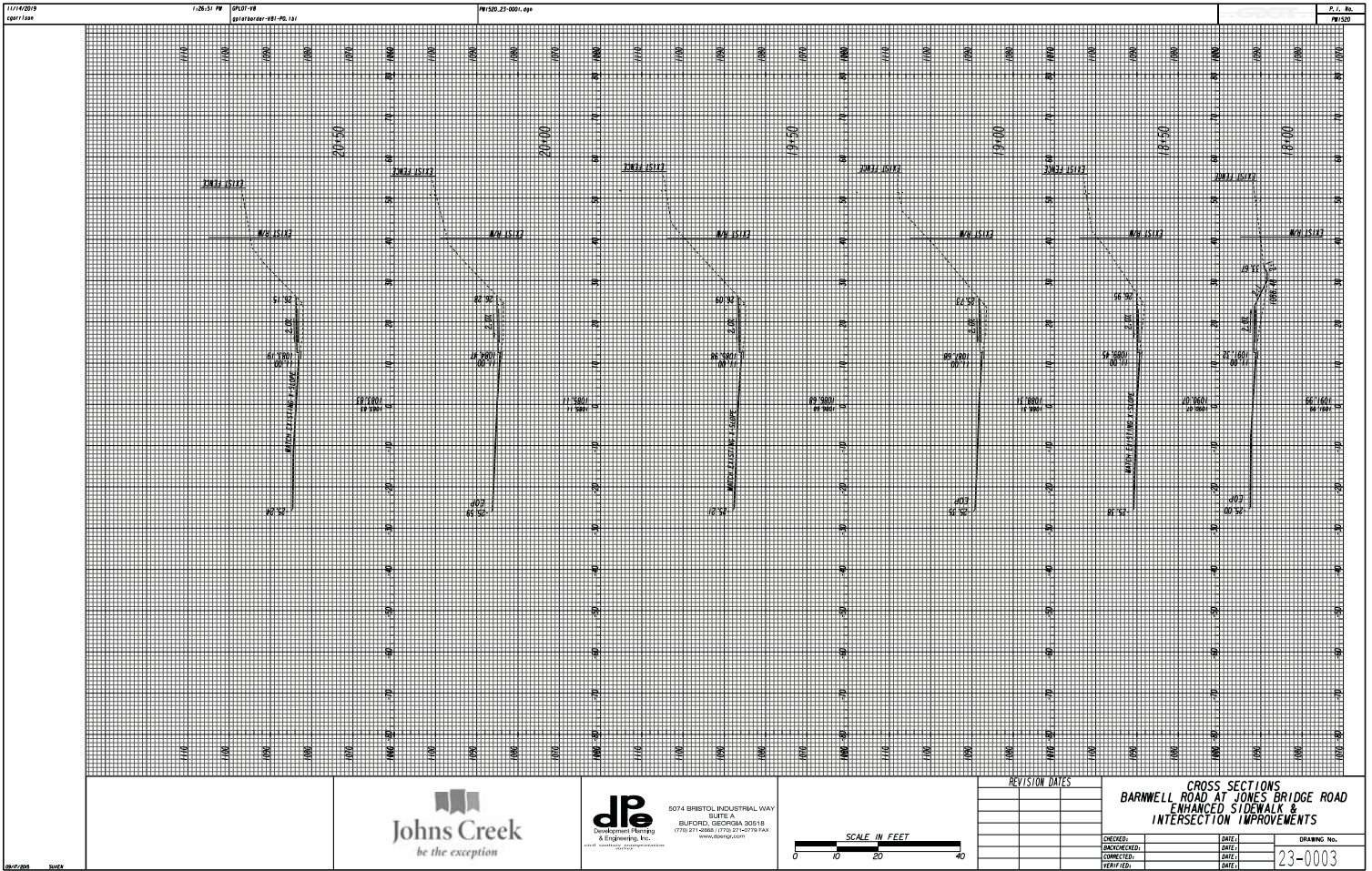


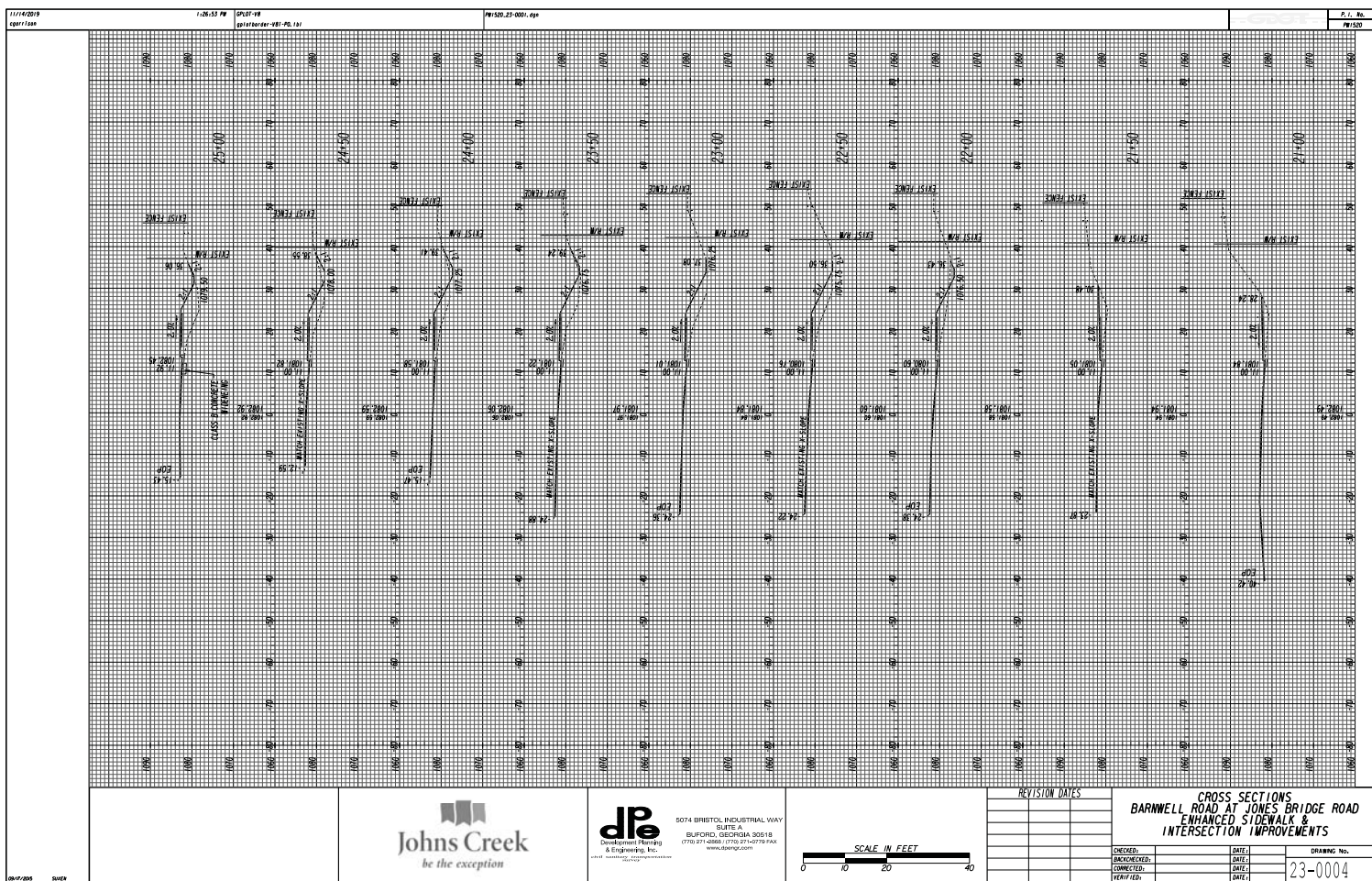


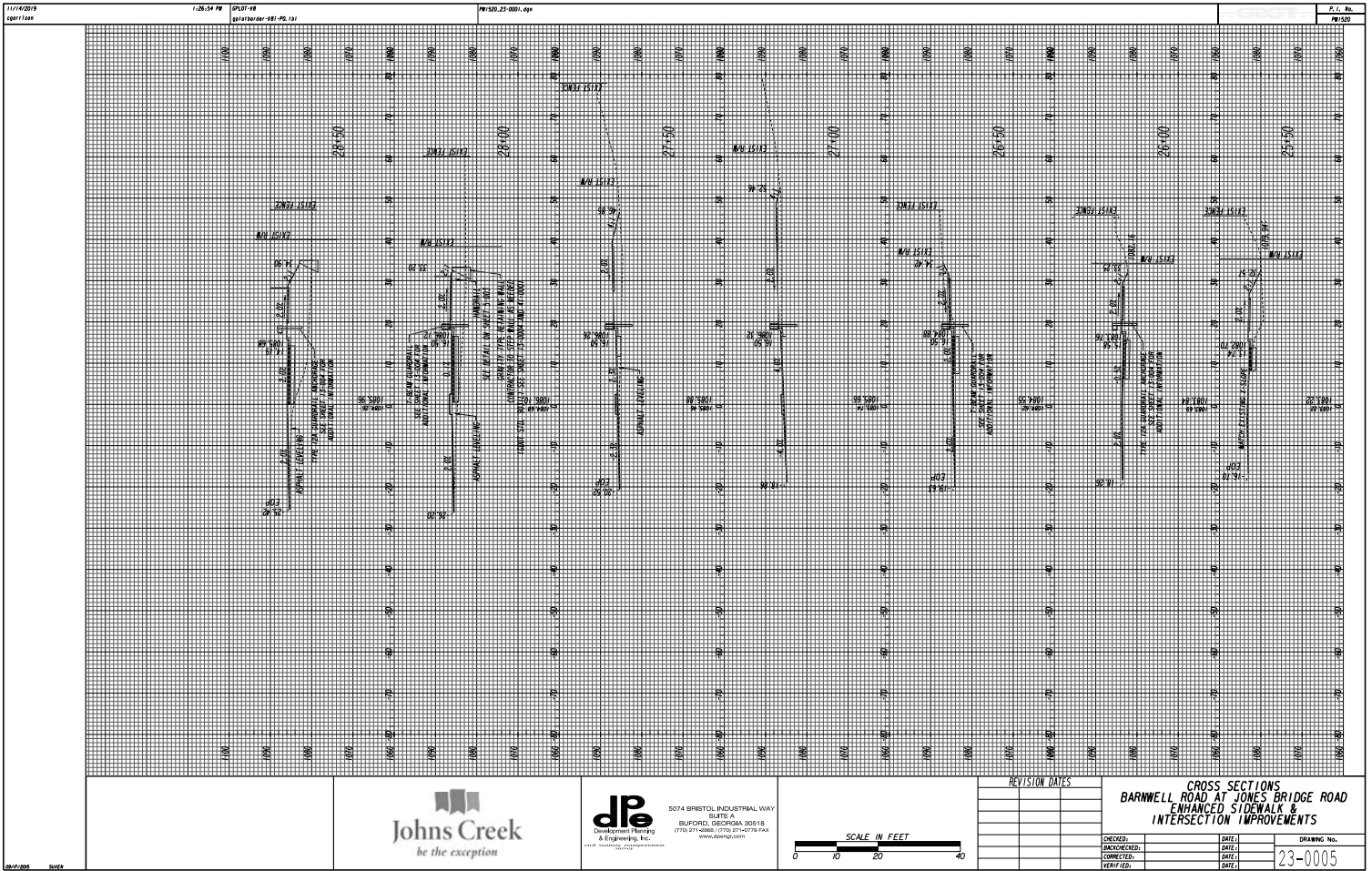


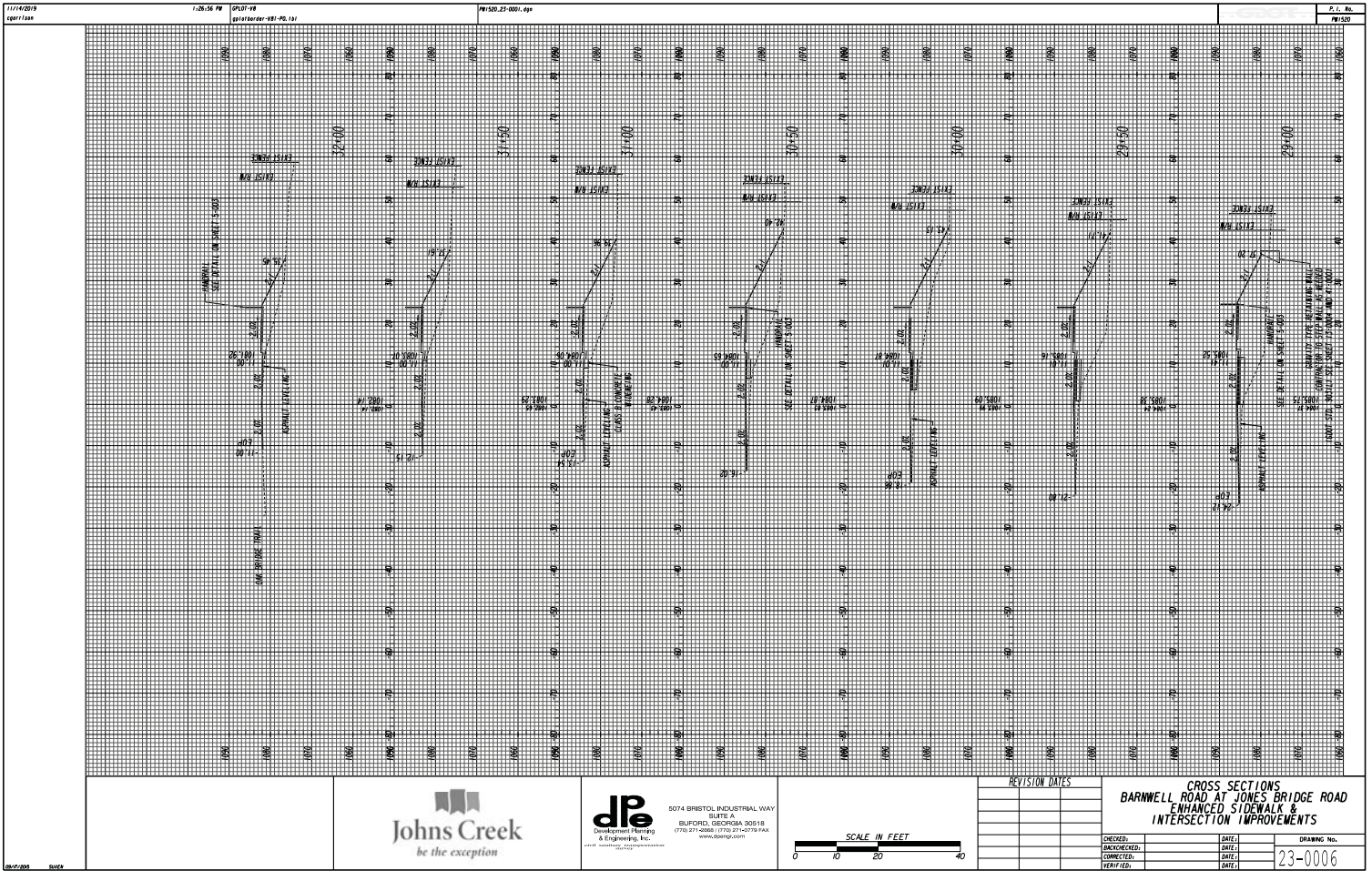




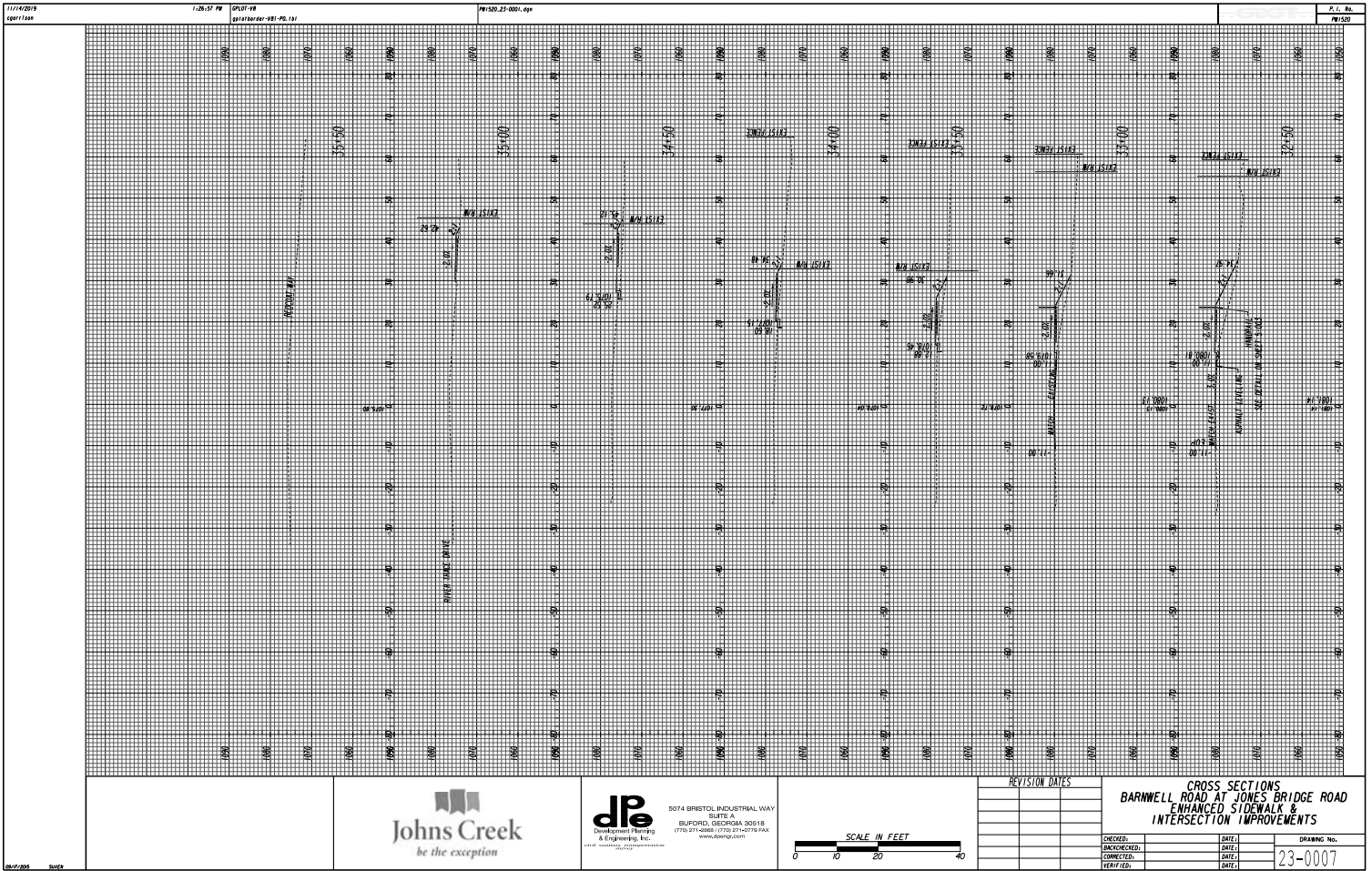


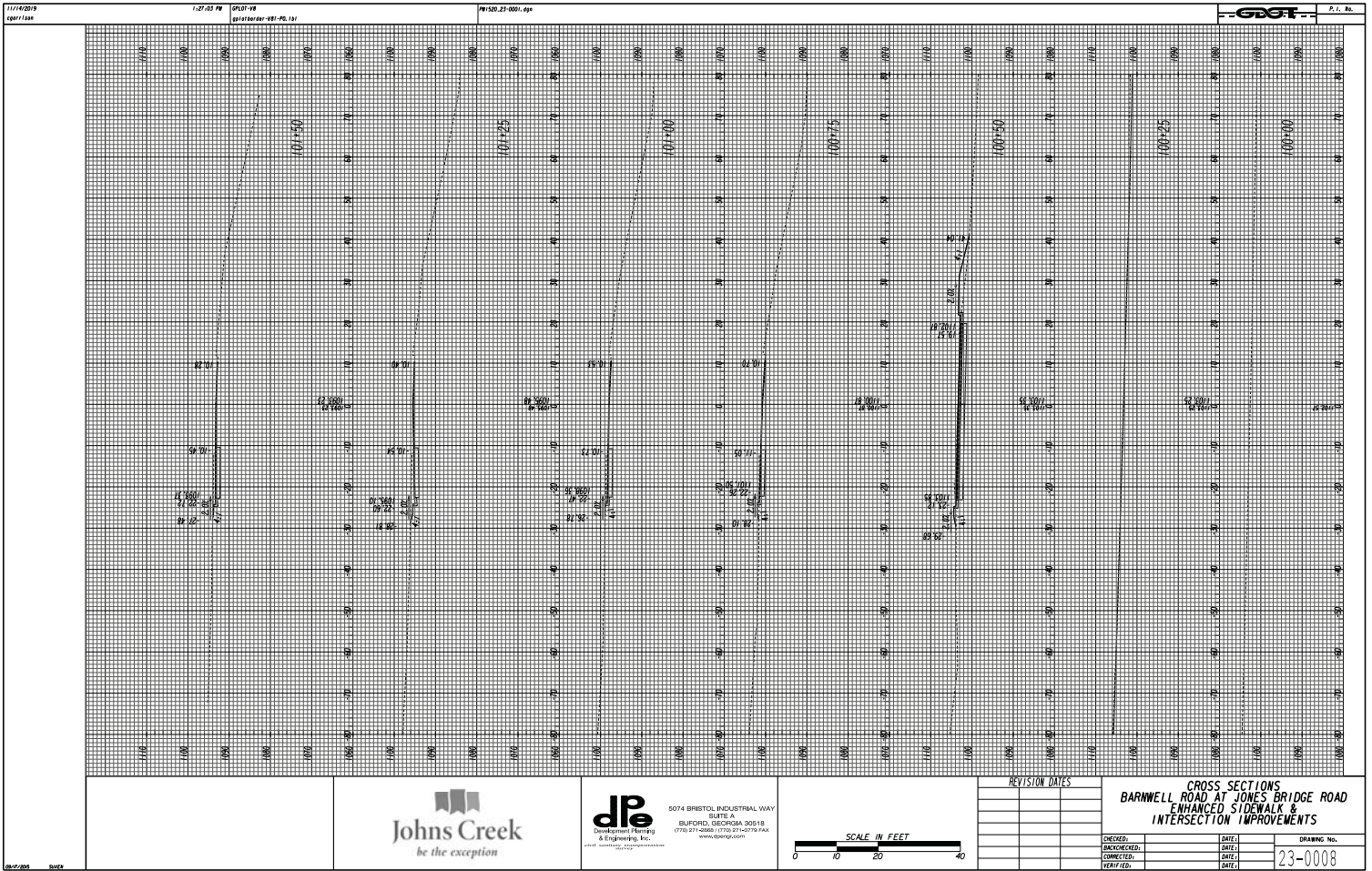


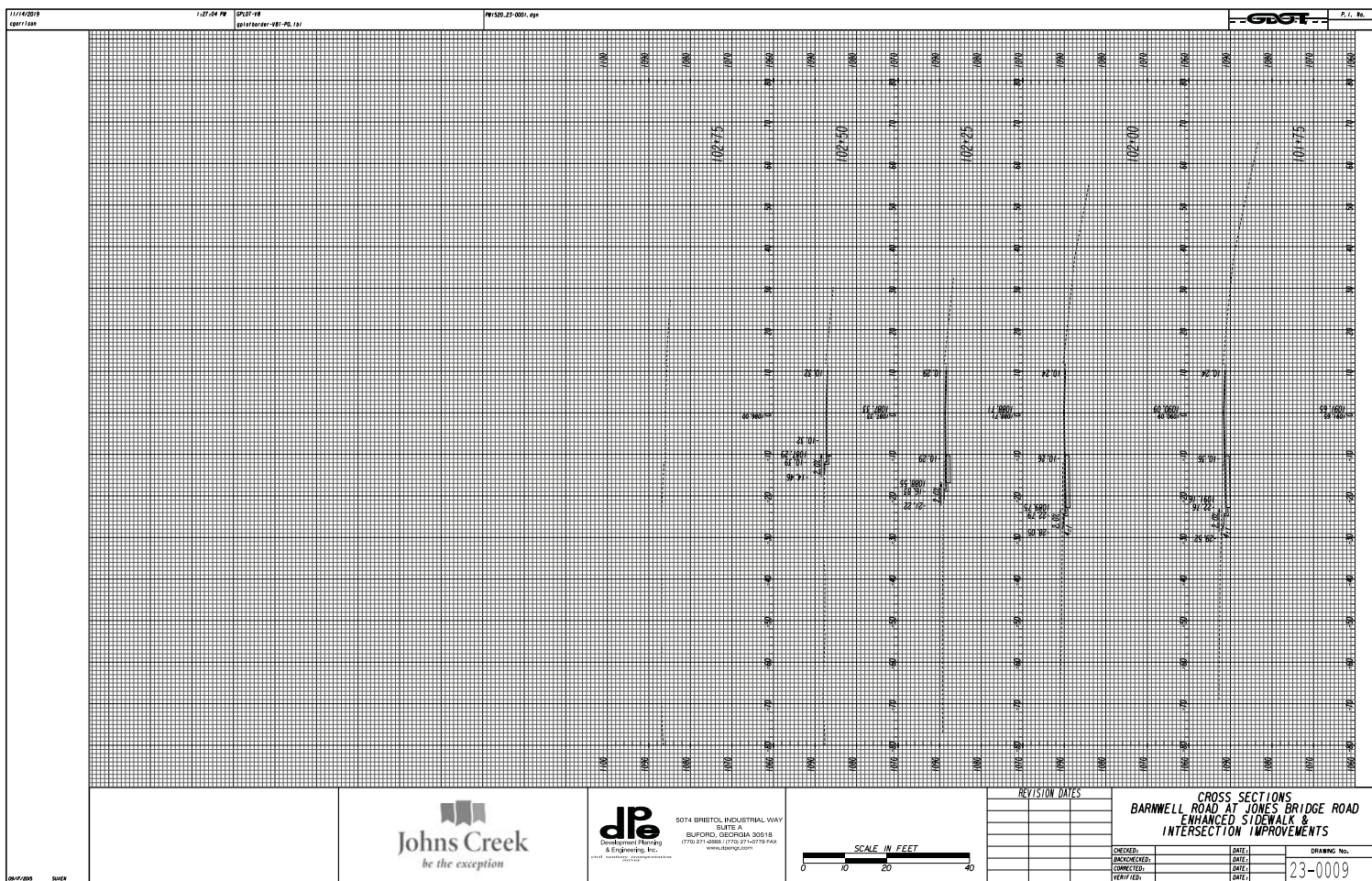






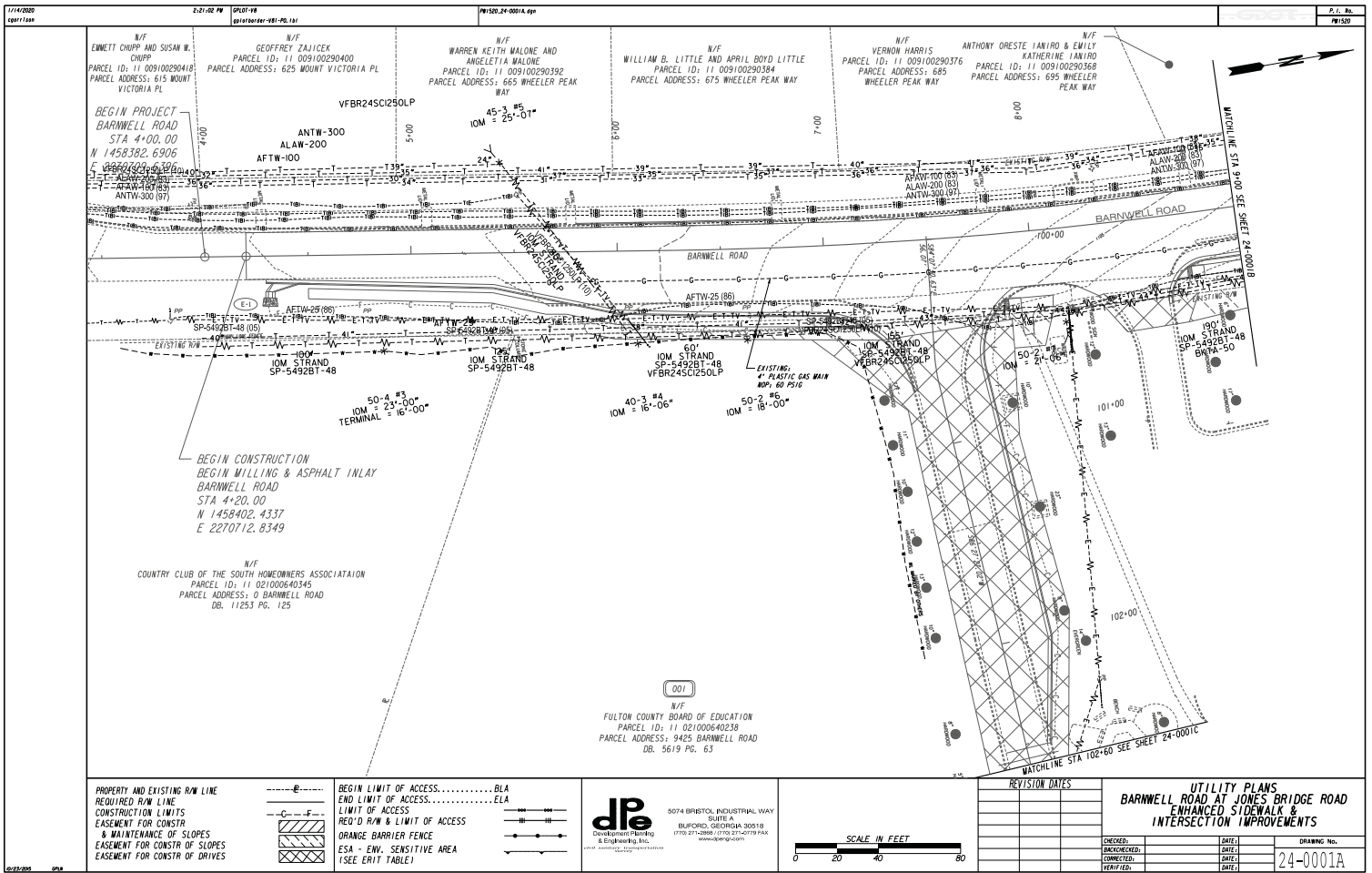


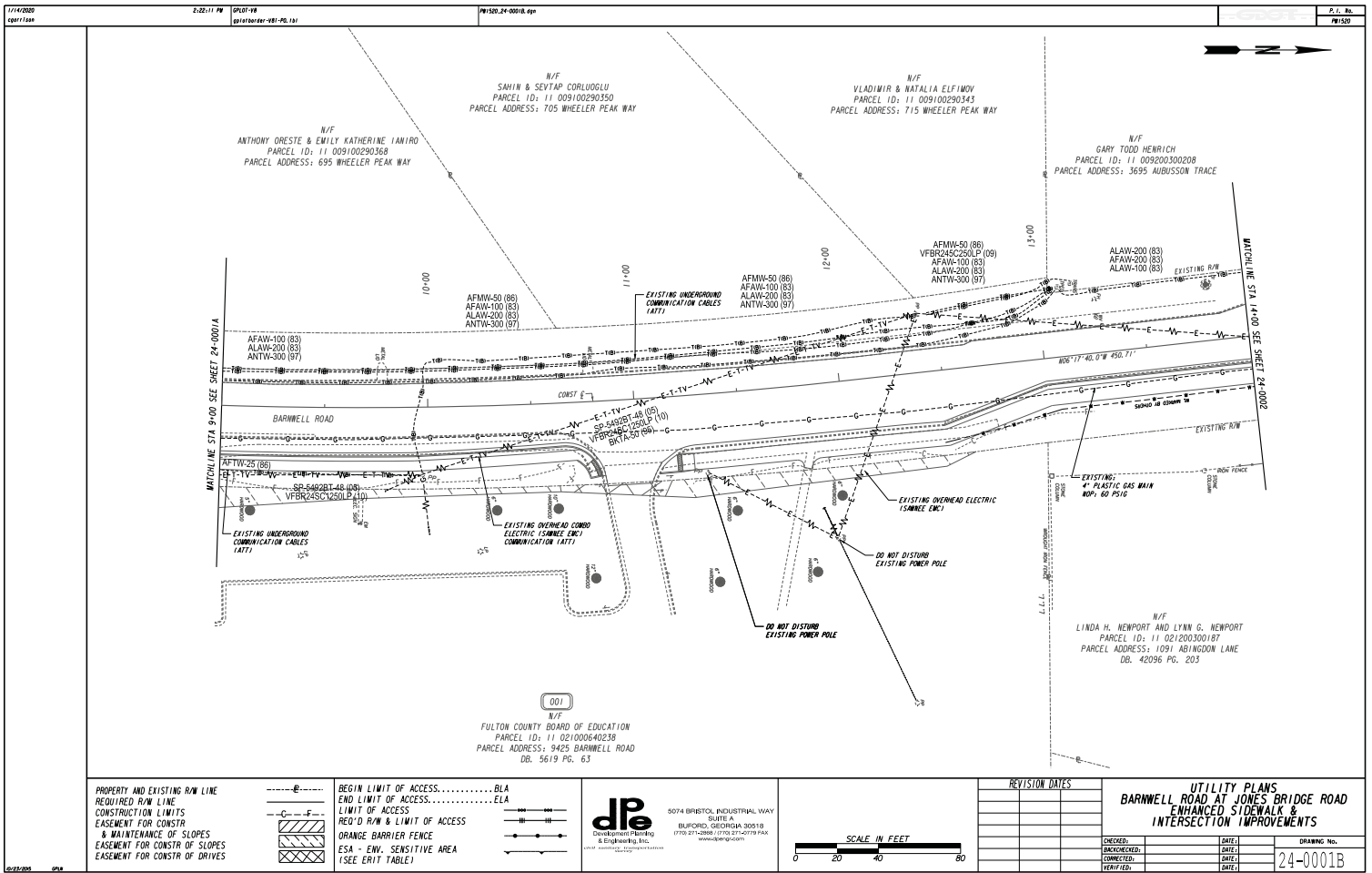


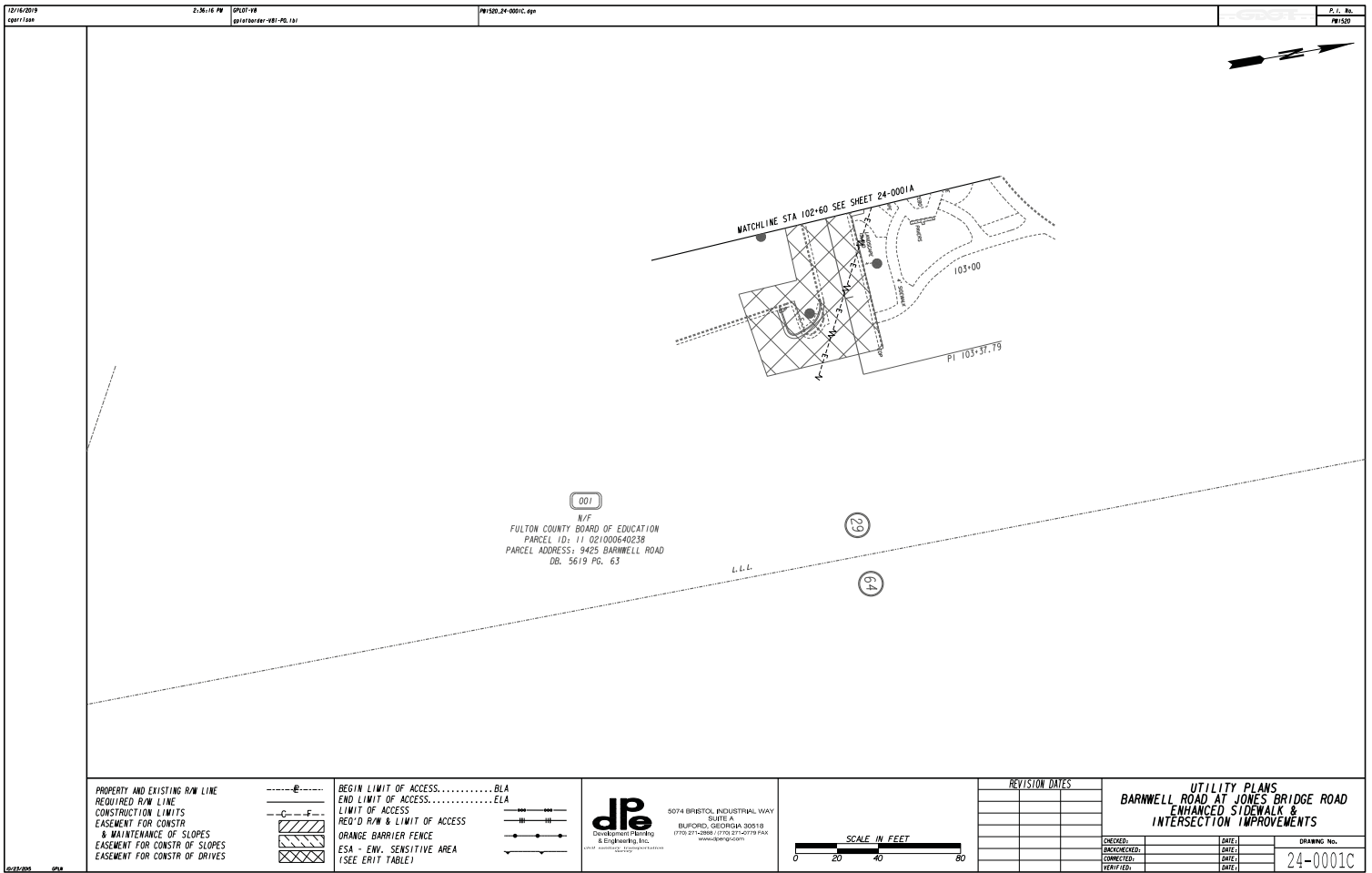


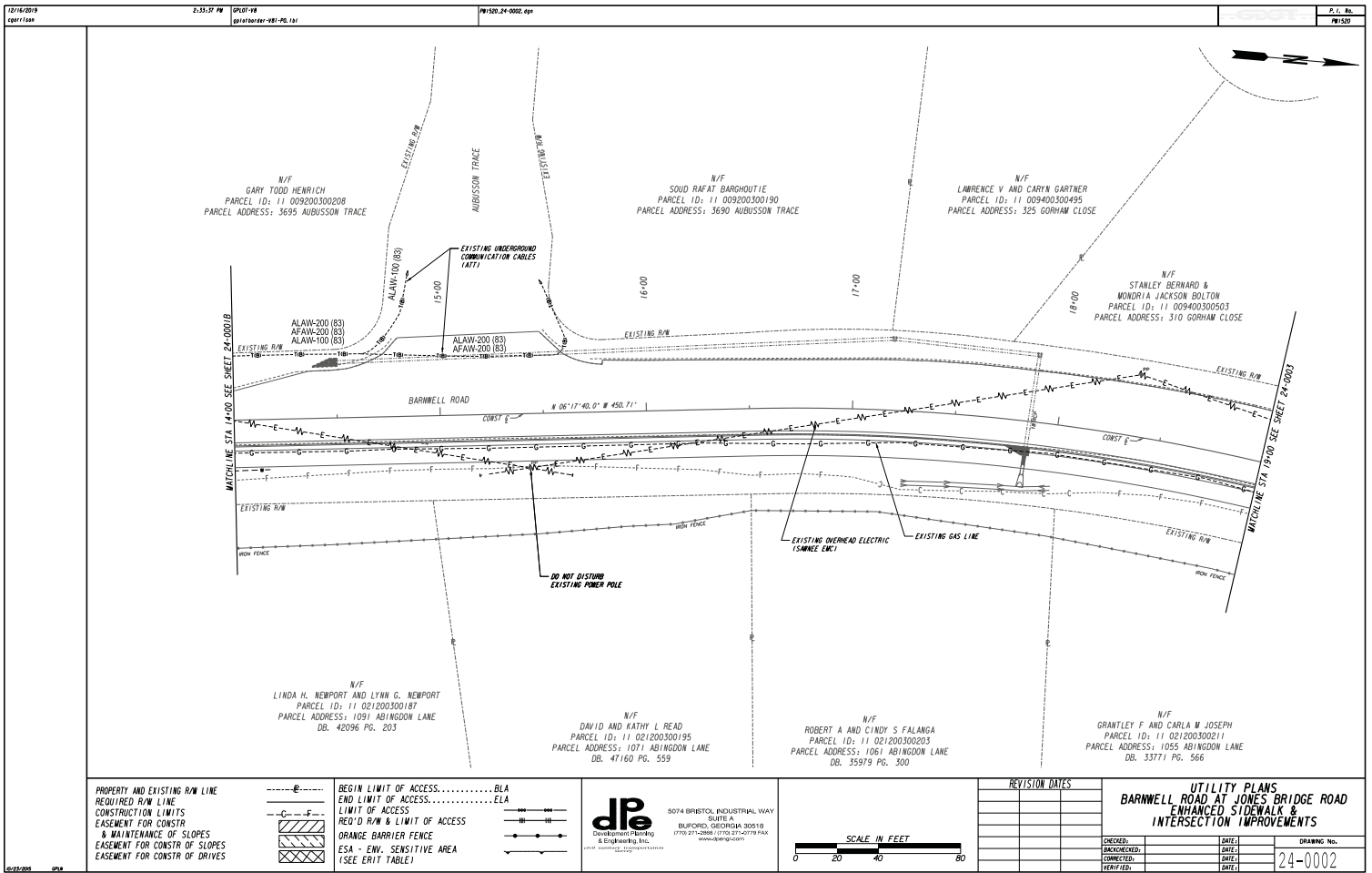
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		UTILITY LINECODES				UTILITY SYMBOLS			
		EXISTING		TO BE REMOVED		PROPOSED		TYPE OF UTILITY	
OVERHEAD	-W- -E- -W- -E		-W-X-E- -W-X-E		-W- E -W-		ELECTRIC		
	-W- -E-T- -W- -		-W-X-E-T- -W- -		-W- E-T -W-		ELECTRIC/TELECOMMUNICATIONS		
	-W- -E-TV- -W- -		-W-X-E-TV- -W- -		-W- E-TV -W-		ELECTRIC/CABLE TV		
	-W- -E-T-TV- -W- -		-W-X-E-T-TV- -W- -		-W- E-T-TV -W-		ELECTRIC/TELECOMMUNICATIONS/CABLE TV		
	-W- -GW- -W- -		-W-X-GW- -W- -		-W- GW -W-		GUY WIRE		
	-W- -T- -W- -		-W-X-T- -W- -		-W- T -W-		TELECOMMUNICATIONS		
	-W- -T-TV- -W- -		-W-X-T-TV- -W- -		-W- T-TV -W-		TELECOMMUNICATIONS/CABLE TV		
	-W- -TV- -W- -		-W-X-TV- -W- -		-W- TV -W-		CABLE TV		
UNDERGROUND	-----E-----		---X-E--- --X---		-----E-----		ELECTRIC		
	-----T-----		---X-T--- --X---		-----T-----		TELECOMMUNICATIONS		
	-----TV-----		---X-TV--- --X---		-----TV-----		CABLE TV		
	-----W-----		---X-W--- --X---		-----W-----		WATER		
	:::***N::: ::: :::		:::***N::: --X- --X-		:::***N::: ::: :::		WATER FOR LABELED PIPE SIZES		
	-----NW-----		---X-NW--- --X---		-----NW-----		NON-POTABLE WATER		
	:::***NW::: ::: :::		:::***NW::: --X- --X-		:::***NW::: ::: :::		NON-POTABLE WATER FOR LABELED PIPE SIZES		
	-----STM-----		---X-STM--- --X---		-----STM-----		STEAM		
	:::***STM::: ::: :::		:::***STM::: --X- --X-		:::***STM::: ::: :::		STEAM FOR LABELED PIPE SIZES		
	-->SS-----		---X->SS--- --X---		-->SS-----		SANITARY SEWER WITH FLOW DIRECTION		
	:::***SS::: ::: :::		:::***SS::: --X- --X-		:::***SS::: ::: :::		SANITARY SEWER WITH FLOW DIRECTION FOR LABELED PIPE SIZES		
	-->SFM-----		---X->SFM--- --X---		-->SFM-----		SANITARY SEWER FORCE MAIN WITH FLOW DIRECTION		
	-----G-----		---X-G--- --X---		-----G-----		GAS		
	:::***G::: ::: :::		:::***G::: --X- --X-		:::***G::: ::: :::		GAS FOR LABELED PIPE SIZES		
	-----P-----		---X-P--- --X---		-----P-----		PETROLEUM		
	:::***P::: ::: :::		:::***P::: --X- --X-		:::***P::: ::: :::		PETROLEUM FOR LABELED PIPE SIZES		















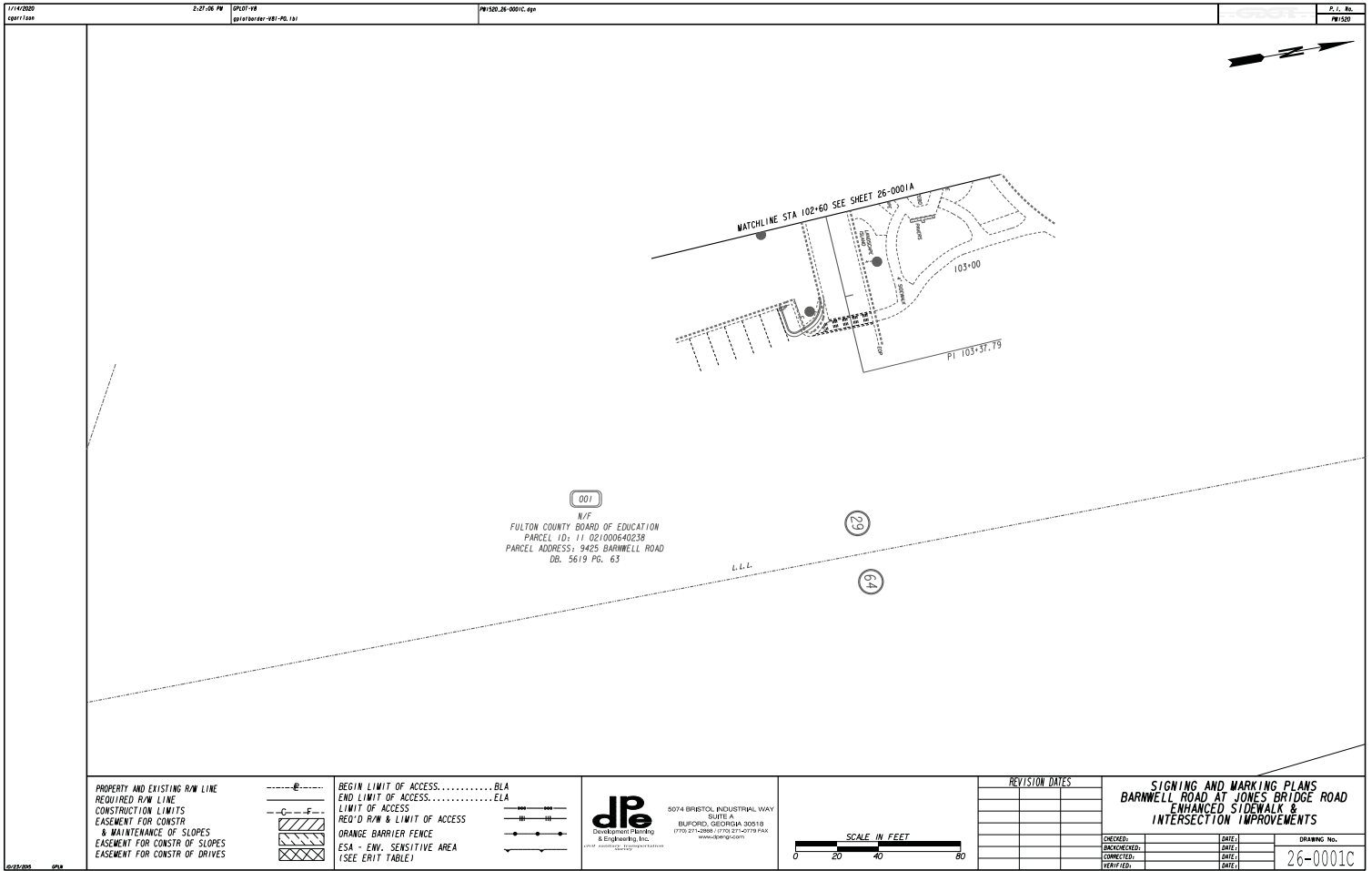








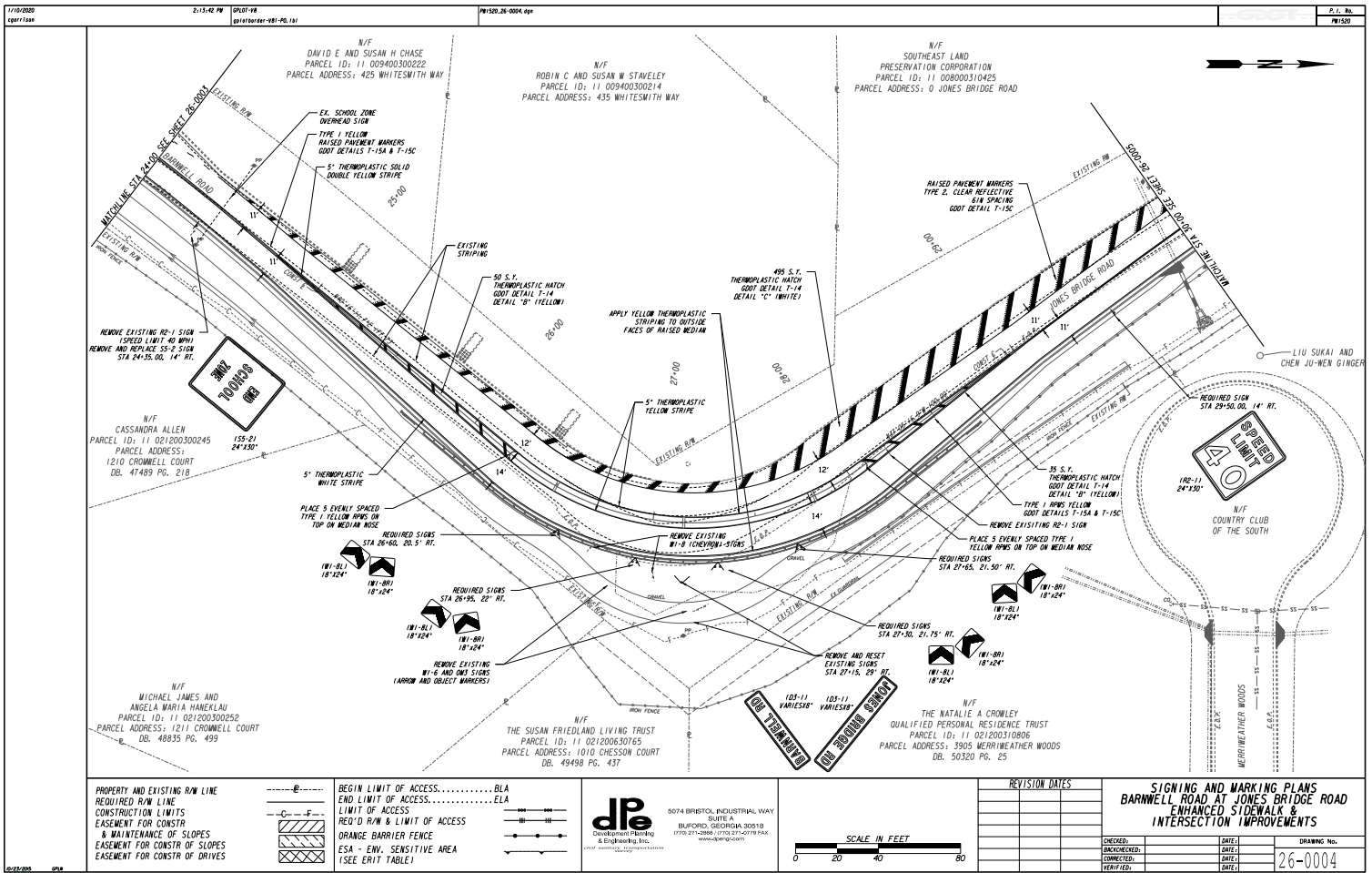


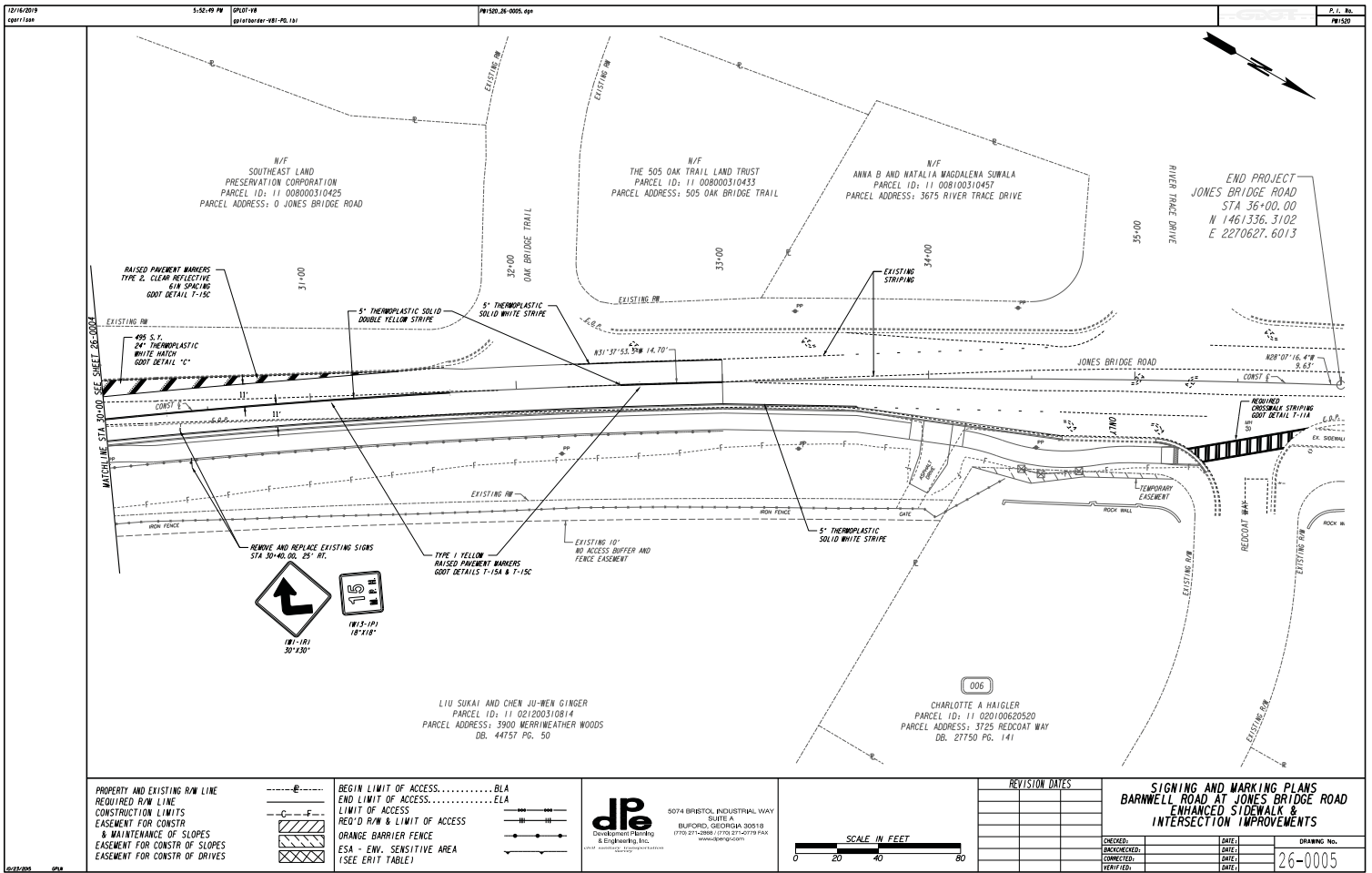


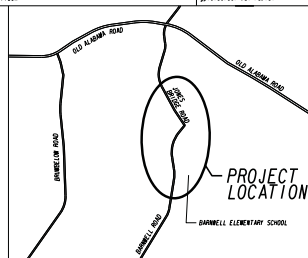












**CITY OF JOHNS CREEK**  

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*EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN  
BARNWELL ROAD AT JONES BRIDGE ROAD  
ENHANCED SIDEWALK & INTERSECTION IMPROVEMENTS*

*"I certify that this Erosion, Sedimentation and Pollution Control Plan has been prepared in accordance with Part V of the General NPDES Permit No. GAR00002."*

"I certify that the permittee's Erosion, Sedimentation and Pollution Control Plan provides for an appropriate and comprehensive system of best management practices required by the Georgia Water Quality Control Act and the document "Manual for Erosion and Sediment Control in Georgia" (Manual) published by the State Soil and Water Conservation Commission as of January 1 of the year in which the land disturbing activity was permitted, provides for sampling of the receiving water(s) or the sampling of the storm water outfalls and that the designed system of best management practices and sampling methods is expected to meet the requirements contained in the General NPDES Permit No. GAIR000002."

"I certify that the permittee's Erosion, Sedimentation and Pollution Control Plan provides for the monitoring of (a) all perennial and intermittent streams and other water bodies shown on the USGS topographic map and all other field-verified perennial and intermittent streams and other water bodies, or (b) where any such specific identified perennial or intermittent stream and other water body is not proposed to be sampled, has been determined in my professional judgment, utilizing the factors required in the General USGS Permit No. GAR000000, that the increase in turbidity of such specific identified sampled receiving water will be representative of the increase in the turbidity of a specific identified unsampled receiving water."

"I certify under penalty of law that this plan was prepared after a site visit to the location described herein by myself or my authorized agent, under my direct supervision."

*This project has been prepared using the Horizontal Georgia Coordinate System of 1984 (NAD1983)/94 WEST Zone, and the North American Vertical Datum (NAVD) of 1988.*

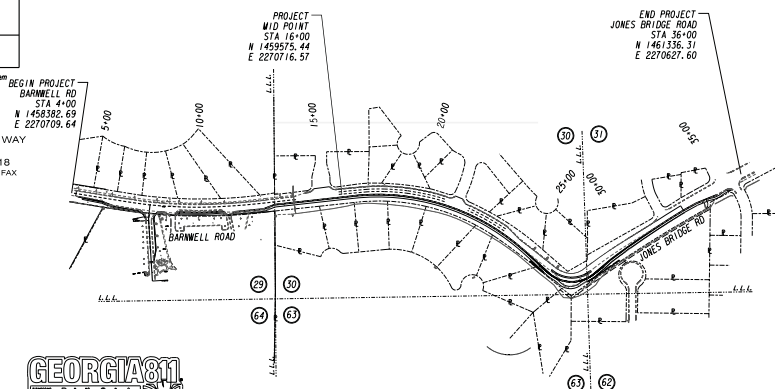


5074 BRISTOL INDUSTRIAL WAY  
SUITE A  
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(770) 271-2868 / (770) 271-0779 FAX  
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## PRIMARY PERMITTEE

CITY OF JOHNS CREEK PUBLIC WORKS  
11360 LAKEFIELD DRIVE  
JOHNS CREEK, GA 300097  
Phone: 678-512-3200  
Email: [Info@JohnsCreekGA.gov](mailto:Info@JohnsCreekGA.gov)



LEVEL II CERTIFIED DESIGN PROFESSIONAL NO. 0000067090  
ENGINEER:  01/03/2020

BEGIN-POINT COORDINATES  
Longitude: 34.009°

MID-POINT COORDINATES  
Longitude: 34.0124°  
Latitude: 84.2520°

END-POINT COORDINATES  
Longitude: 34.0172°  
Latitude: 84.2522°

PLANS PREPARED BY:	DEVELOPMENT PLANNING & ENGINEERING, INC.
--------------------	--

APPROVED BY: \_\_\_\_\_  
CITY OF JOHNS CREEK, PUBLIC WORKS DIRECTOR

THIS PROJECT IS 100% IN  
FULTON COUNTY AND IS  
100% IN CONG. DIST. NO. 6.  
LAND LOTS 29, 30, & 31

PLANS COMPLETED 01-03-20

24 HOUR CONTACT:

Name \_\_\_\_\_

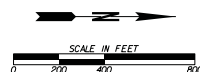
Street Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Contractor shall complete the information in this box.



COUNTY No. 121	
LENGTH OF PROJECT	MILES
NET LENGTH OF ROADWAY	0.606
NET LENGTH OF BRIDGES	0.000
NET LENGTH OF PROJECT	0.606
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF PROJECT	0.606

[illegible]

DRAWING No.	50-0001
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192



1/1/2020

08:17:00

4:20:38 PM

1/20/20

1/1/2020, 3:00:00 AM

1/1/2020, 3:00:00 AM

CHANNL PROTECTION

All channels may be stabilized exclusively with permanent grassing except as noted otherwise in the table below.

Begin Station and Offset	End Station and Offset	Q <sub>24</sub> (ft <sup>3</sup> /s)	V <sub>24</sub> (ft/s)	Type of Channel Lining	Channel Bottom Width (ft)	Depth of Protection Dp (ft)	Quantity (yd <sup>3</sup> )
22+75 RT	25+25 RT	18.2	4.00	TRM-1	2.0	2.00	780

USE OF ALTERNATIVE AND/OR ADDITIONAL BMPS:

No alternative BMPS will be used on this project.

SEDIMENT STORAGE

The site has a total disturbed area of 2.10 acres. The following table summarizes the required and available sediment storage for the project. The Contractor shall provide and maintain the storage volumes for the BMP's specified in this table.

SEDIMENT STORAGE CALCULATIONS:	
ACRES DRAINED	= 13.90 ACRES
REQUIRED SEDIMENT STORAGE	= 13.9x .67 = 931 C.Y.
SEDIMENT STORAGE PROVIDED IN CHECK DAMS:	
NUMBER OF CHECK DAMS = 8	
ESTIMATED SEDIMENT STORAGE PROVIDED AT EACH CHECK DAM = 3.0 C.Y.	
SEDIMENT STORAGE VOLUME PROVIDED = 24.0 C.Y.	
SEDIMENT STORAGE PROVIDED BY SALT FENCES:	
LENGTH OF SALT FENCE	= 1,350 L.F.
MINIMUM HEIGHT OF FENCE (H)	= 2.5 L.F. MAXIMUM
DEPTH OF SEDIMENT STORAGE (1/2 H)	= 1.25 L.F. STORAGE
ESTIMATED VOLUME PROVIDED PER L.F. OF FENCE (4:1 SLOPE)	= 3 C.F./L.F. STORAGE
ESTIMATED VOLUME PROVIDED PER L.F. OF FENCE (2:1 SLOPE)	= 1.6 C.F./L.F. STORAGE
ESTIMATED LENGTH OF (4:1 SLOPE) FENCE PROVIDED	= 725 L.F.
ESTIMATED LENGTH OF (2:1 SLOPE) FENCE PROVIDED	= 625 L.F.
SEDIMENT STORAGE VOLUME PROVIDED	
= 3,175 C.F. = 117 C.Y.	
TOTAL SEDIMENT STORAGE PROVIDED = 141 C.Y.	
NOTE: GIVEN THE LINEAR NATURE OF THE "SITE" AND THE SMALL "SITE" DRAINAGE AREAS ASSOCIATED WITH THIS PROJECT, OVERFLOW FLOW AND/OR CONSTRUCTING TEMPORARY SEDIMENT BASINS OR EQUIVALENT CONTROLS IS NOT ATTAINABLE. SALT FENCE CHECK DAMS TEMPORARY AND PERMANENT GRASSING WILL BE USED FOR SEDIMENT CONTROL FOR THE PROJECT.	

DISCHARGES INTO OR WITHIN ONE LINEAR MILE UPSTREAM OF AND WITHIN THE SAME WATERSHED AS ANY PORTION OF A BIOTA IMPAIRED STREAM SEGMENT

There are no project outfalls within 1 mile and within the watershed of an identified impaired stream segment that has been listed for criteria violations, "BIO" (impaired fish community) and/or "BIO B" (impaired macro invertebrate community), within Category 4a, 4b or 5, and the potential cause is either "NP" (nonpoint source) or "UR" (urban runoff).

SAMPLING LOCATIONS AND GENERAL NOTES

Representative sampling may be utilized on this project as explained here. The individual outfall drainage basins along the project corridor have been carefully evaluated and compared on the basis of four characteristics: the type of construction activity, the disturbed acreage, the average slope about the outfall, and the soil erosion index 0-10, 10 being the most erodible soil. The construction activity types are new road in fill, new road in cut, road widening, and maintenance/safety. The disturbed area classes are less than or equal to 1 acre, greater than 1 acre to less than 2 acres, and equal to or greater than 2 acres. The average outfall slope is mild if it is equal to or less than 0.05, and steep if it is greater than 0.05. The soil erosion index is low if it is less than or equal to 5 and high if it is greater than 5. After evaluation of these characteristics as presented in the project's drainage area map, hydrology and hydraulic studies, construction plans, and erosion sedimentation and pollution control plans, the Department has determined that the representative sampling scheme shown below is valid for the duration of the project. The table shows the groups of similar outfall drainage basins.

The increase in turbidity of the specified locations in the table below will be representative of the alternate outfall drainage basins when similar outfall drainage basins exist. Approved primary and alternate representative sampled features are identified in the table below.

SAMPLING INFORMATION										Representative Sampling Scheme					
Primary Sampled Feature	Location (Station and Offset)	Name of Receiving Water	Applicable Construction Stage for Sampling	Sampling Type (Outfall or Receiving water)	Drainage Area/Receiving Water (sq ft)	Upstream Disturbed Area (acres)	Water Temp (°F)	Appendix B NTU Value (Outfall Sampling only)	Allowable NTU Increase (Receiving water sampling only)	Location Description	Construction Activity	Disturbed Area (acres)	Average Outfall Slope (Rise/Run)	Soil Erosion Index	Represented Outfall Drainage Basins
PIPE	22+33.75, 36 LT	Tributary of Chittahochee	All	OUTFALL	0.0111	0.55	Warm	25	6/A	Downstream	Sidewalk Construction	6/A	N/A	N/A	N/A
DITCH	29+83.00, 40 RT	Tributary of Chittahochee	All	OUTFALL	0.0088	0.01	Warm	25	6/A	Downstream	Road Widening	6/A	N/A	N/A	N/A
DITCH	34+80.00, 42 RT	Tributary of Chittahochee	All	OUTFALL	0.0041	0.06	Warm	25	6/A	Downstream	Road Widening	6/A	N/A	N/A	N/A

The primary sampled features specified should be used as the initial sampling locations. An alternate sampled feature may be used if additional sampling is required or to replace a primary sampled feature that is no longer located within the active phase of construction.

GEORGIA811

Utilities Protection Center, Inc.

Georgia's Utility Call Center

Johns Creek

be the exception

JP

5074 BRISTOL INDUSTRIAL WAY SUITE A BUDFORD, GEORGIA 30018 (770) 277-0000 (770) 277-4070 FAX www.jpengineering.com

REVISION DATES

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
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8		
9		
10		

ESPCP COMPREHENSIVE MONITORING PLAN BARNWELL ROAD AT JONES BRIDGE ROAD ENHANCED SIDEWALK & INTERSECTION IMPROVEMENTS

CHECKED:	DATE:	DRAWING NO.
APPROVED:	DATE:	51-0002
DESIGNED:	DATE:	
VERIFIED:	DATE:	














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**dp**  
Development Planning  
& Engineering, Inc.  
civil sanitary transportation  
survey













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REVISION DATES		ESPCP GENERAL NOTES BARNWELL ROAD AT JONES BRIDGE ROAD ENHANCED SIDEWALK & INTERSECTION IMPROVEMENTS	
CHECKED:	DATE:	DRAWING No.	
BACKCHECKED:	DATE:	51-0003	
CONNECTED:	DATE:		
FORGIVEN:	DATE:		

CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
	ORANGE BARRIER FENCE		ORANGE BARRIER FENCE DELINEATES ENVIRONMENTALLY SENSITIVE AREAS WHERE THE CONTRACTOR SHALL NOT CLEAR, GRUB, OR PLACE CONSTRUCTION MATERIALS OR EQUIPMENT WITHIN THIS AREA.
	LINE CODE		
ESA	ENVIRONMENTALLY SENSITIVE AREA		AN ENVIRONMENTALLY SENSITIVE AREA (ESA) CONTAINS RESOURCES THAT ARE ENVIRONMENTALLY, CULTURALLY, OR HISTORICALLY SENSITIVE. ESAs INCLUDE, BUT ARE NOT LIMITED TO: STATE WATER BUFFERS, HISTORIC SITES, ARCHAEOLOGICAL SITES, AND PROTECTED ANIMAL AND PLANT SPECIES HABITATS.
	LINE CODE		IF WORK IS AUTHORIZED IN THIS AREA, THE WORK MUST BE PERFORMED IN ACCORDANCE WITH SECTION 10P AND ANY OTHER APPLICABLE SPECIAL PROVISIONS AND APPLICABLE PLANNING.
	ESA-25' OR 50' STREAM BUFFER, ETC.		
BF	BUFFER ZONE		A STRIP OF UNDISTURBED OR NEARLY UNDISTURBED, ENHANCED OR RESTORED EXISTING VEGETATION, OR THE RESEEDING/TOUPEE OF VEGETATION SURROUNDING AN AREA OF DISTURBANCE OR BORDERING STREAMS, PONDS, WETLANDS, LAKES, AND COASTAL WATERS.
	SYMBOL		WHEN NECESSARY, BUFFER ZONES ARE TO BE PROTECTED BY ORANGE BARRIER FENCE.
Ds1	MULCH		THIS IS AN APPLICATION OF STRAW MULCH USED TO REDUCE SOIL EROSION AND STABILIZE THE SOIL. IT IS USED TO CONTROL EROSION IN AREAS WHERE PERMANENT VEGETATION IS OUT OF SEASON OR TO TEMPORARILY STABILIZE AREAS PRIOR TO FINAL GRADING.
	SECTION 163		MULCHING REQUIREMENTS ARE ADDRESSED BY STANDARD SPECIFICATIONS AND/OR THE PROJECT ENGINEER.
	SYMBOL		THE BMP SYMBOL FOR APPLICABLE AREAS AND/OR A NOTE SHALL BE INCLUDED ON APPLICABLE SHEETS IN SECTION 54.
Ds2	TEMPORARY GRASSING		THE SOWING OF A SEEDLING GROWING PERIOD OF GRASS SUITABLE TO THE AREA LONGER THAN MULCHING IS EXPECTED TO LAST.
	SECTION 163.700		TEMPORARY GRASSING SHOULD BE USED ON ALL PROJECTS ACCORDING TO THE STANDARD SPECIFICATIONS.
	SYMBOL		THE BMP SYMBOL FOR APPLICABLE AREAS AND/OR A NOTE SHALL BE INCLUDED ON APPLICABLE SHEETS IN SECTION 54.

NOTE:

- DO NOT USE EROSION CONTROL ITEM IN A FLOWING STREAM OR IN A TIDAL AREA BELOW HIGH TIDE.
- FOR ADDITIONAL INFORMATION ON THE DESIGN AND APPLICATION OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs), REFER TO THE LATEST EDITION OF THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION'S "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA".

CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Ds3	PERMANENT GRASSING		THE SOWING OF PERMANENT VEGETATION, SUCH AS GRASS SUITABLE TO THE AREA AND SEASON.
	SECTION 700		PERMANENT VEGETATION SHALL BE USED ON ALL PROJECTS ACCORDING TO THE STANDARD SPECIFICATIONS.
	SYMBOL		THE BMP SYMBOL FOR APPLICABLE AREAS AND/OR A NOTE SHALL BE INCLUDED ON APPLICABLE SHEETS IN SECTION 54.
Ds4	SODDING		THE INSTALLATION OF A SPECIES OF GRASS SODDING SUITABLE TO THE AREA AND SEASON TO PROVIDE IMMEDIATE PERMANENT VEGETATION.
	CONSTRUCTION DETAIL D-54 SECTION 700.800		SODDING MAY BE SHOWN FOR HIGHLY SENSITIVE AREAS, TO IMPROVE AESTHETICS OR FOR SPECIAL PLANTING REQUIREMENTS ON THE BASIS OF ENVIRONMENTAL COMMITMENTS OR LANDSCAPING REQUIREMENTS.
	PATTERN		THE BMP PATTERN FOR APPLICABLE AREAS AND/OR A NOTE SHALL BE INCLUDED IN APPLICABLE SHEETS IN SECTION 54.
F1-C	FLOCCULANTS COAGULANTS		FLOCCULANTS AND COAGULANTS ARE USED TO SETTLE SUSPENDED SEDIMENT, HEAVY METALS, AND HYDROCARBONS (HCS) IN SLURRY MIXED FROM CONSTRUCTION SITES FOR WATER CLARIFICATION.
	SECTION 163.700 800		ARTIFICIAL PRECIPITANTS (FPM) MAY BE USED IN CONJUNCTION WITH BMPs WITHIN CHANNELS UPSTREAM OF A POST-CONSTRUCTION POND. TEMPORARY SEDIMENT BASIN OR TEMPORARY SEDIMENT TRENCH. FLOCCULANTS SHALL NOT BE USED DOWNSTREAM OF ANY UNSTABILIZED BMP.
	SYMBOL		FLOCCULANTS/COAGULANTS ARE TO BE SHOWN ON PLANS WITH APPLICABLE BMP IF NEEDED. (PATTERN FOR FPM AS A FLOCCULANT WILL BE INCLUDED IN THE PRICE FOR THE INSTALLATION AND/OR MAINTENANCE OF THE BMP IT IS USED IN CONJUNCTION WITH. NO SEPARATE PATTERN WILL BE MADE.
Sb	POLYACRYLAMIDE STREAMBANK STABILIZATION		STREAMBANK STABILIZATION IS THE USE OF HEAVILY AVAILABLE NATURAL PLANT MATERIALS TO MAINTAIN AND ENHANCE STREAMBANKS, SO TO PREVENT, OR RESTORE AND REPAIR SMALL STREAMBANK EROSION PROBLEMS.
	SECTION 700		STREAMBANK STABILIZATION AREAS SHOULD BE SHOWN ON THE PLANS WHEN APPLICABLE TO THE PROJECT. REFER TO THE PROJECT'S STREAM AND STREAM BUFFER MITIGATION PLANS FOR PLANT SPECIES, LOCATIONS, AND OTHER PLANTING DETAILS.
	PATTERN		

REVISION	DATE	DESCRIPTION
1	12/11/2019	ISSUED FOR PERMIT

NO SCALE
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REVISION DATES	DATE	DESCRIPTION
1	12/11/2019	ISSUED FOR PERMIT

EROSION CONTROL LEGEND	DATE	DESCRIPTION
UNIFORM CODE SHEET	12/11/2019	ISSUED FOR PERMIT
SHEET 1 OF 7	12/11/2019	ISSUED FOR PERMIT
52-0001	12/11/2019	ISSUED FOR PERMIT

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REVISION DATES		EROSION CONTROL LEGEND	
		BARNWELL ROAD AT JONES BRIDGE ROAD	
		ENHANCED SIDEWALK & INTERSECTION IMPROVEMENTS	
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








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CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION	CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
De-B	SECTION 163 STREAM DIVERSION CHANNEL GEOTEXTILE ONLY		A TEMPORARY CHANNEL CONSTRUCTED TO CONVEY FLOW AROUND A CONSTRUCTION SITE WHILE A PERMANENT DRAINAGE STRUCTURE IS BEING CONSTRUCTED IN A NATURAL STREAM. THIS IS A MEASURE USED TO PROTECT STREAM BEDS FROM EROSION. LINE THE CHANNEL WITH GEOTEXTILE ONLY. INSTALL TWO ROWS OF 24x3 PARALLEL TO THE CHANNEL TO PREVENT SEGMENT-LAKE RUNOFF FROM ENTERING THE STREAM. THE SIZE OF THE CHANNEL WILL DEPEND ON THE DISCHARGE, CHANNEL GEOMETRY, CHANNEL SLOPE AND ROUGHNESS. IT IS ACCEPTABLE FOR VELOCITIES BETWEEN 2.5 - 9.0 f.p.s.  THE DRAINAGE AREA SHALL BE NOT GREATER THAN 1 SQUARE MILE.  CONSTRUCTION OF THE DIVERSION CHANNEL IS INCLUDED IN THE COST OF THE STRUCTURE.	Dn-A	DETAIL 3-9 PERMANENT DRAINAGE STRUCTURE CONCRETE CONSTRUCTION DETAIL 3-9 SECTION 441		A CONCRETE FLUME, TYPE "A" IS USED TO DIRECT SURFACE RUNOFF DOWN A ROADWAY SLOPE INTO ANOTHER FORM OF CONTROL. IT IS USED IN ALL EXPRESSED AREAS WHERE CONCENTRATED OFFSITE WATER REACHES THE CUT SLOPE. IT IS DESIGNED FOR A 25-YEAR STORM AND MUST HAVE SOME FORM OF OUTLET PROTECTION. ADDITIONAL LABELING IS NOT REQUIRED IF SHOWN AS A PERMANENT DRAINAGE STRUCTURE ON THE CONSTRUCTION PLANS. INLETS SHALL BE PLACED ACCORDING TO SLOOT GUIDELINES (REGARDING BUTTER SPREAD AND/OR OTHER CRITERIA).
De-C	SECTION 163 STREAM DIVERSION CHANNEL RIP-RAP & GEOTEXTILE		A TEMPORARY CHANNEL CONSTRUCTED TO CONVEY FLOW AROUND A CONSTRUCTION SITE WHILE A PERMANENT DRAINAGE STRUCTURE IS BEING CONSTRUCTED IN A NATURAL STREAM. THIS IS A MEASURE USED TO PROTECT STREAM BEDS FROM EROSION. LINE THE CHANNEL WITH RIP-RAP AND GEOTEXTILE. INSTALL TWO ROWS OF 24x3 PARALLEL TO THE CHANNEL TO PREVENT SEGMENT-LAKE RUNOFF FROM ENTERING THE STREAM. THE SIZE OF THE CHANNEL WILL DEPEND ON THE DISCHARGE, CHANNEL GEOMETRY, CHANNEL SLOPE AND ROUGHNESS. IT IS ACCEPTABLE FOR VELOCITIES BETWEEN 9.0 - 13.0 f.p.s.  THE DRAINAGE AREA SHALL BE NOT GREATER THAN 1 SQUARE MILE.  CONSTRUCTION OF THE DIVERSION CHANNEL IS INCLUDED IN THE COST OF THE STRUCTURE.	Dn-B	DETAIL 3-9 PERMANENT DRAINAGE STRUCTURE CONCRETE CONSTRUCTION DETAIL 3-9 SECTION 441		A CONCRETE FLUME, TYPE "B" IS USED TO DIRECT SURFACE DITCH RUNOFF DOWN A ROAD SLOPE INTO ANOTHER FORM OF CONTROL. IT IS USED IN EXPRESSED AREAS WHERE CONCENTRATED OFFSITE WATER REACHES THE CUT SLOPE. IT IS DESIGNED TO SAFELY CONVEY WATER DOWN THE CUT SLOPE. IT IS DESIGNED FOR A 25-YEAR STORM AND MUST HAVE SOME FORM OF OUTLET PROTECTION. ADDITIONAL LABELING IS NOT REQUIRED IF SHOWN AS A PERMANENT DRAINAGE STRUCTURE ON THE CONSTRUCTION PLANS. INLETS SHALL BE PLACED ACCORDING TO SLOOT GUIDELINES (REGARDING BUTTER SPREAD AND/OR OTHER CRITERIA).
Di-1	SECTION 205 DIVERSION BANK		A NON-DESIGNED TEMPORARY EARTHWORK WITH A COMPACTED SUPPORTING FILL OR THE UNDER SOIL TO BE USED AT THE EDGE OF PERMANENT DRAINAGE OR BELOW A SLOPE TO REDUCE THE EFFECT OF A SLOPE. THEY ARE USED TO INTERCEPT RUNOFF, PREVENTING SLOPE EROSION AND TO DIRECT THE RUNOFF TO A STABLE OUTLET. DOWN DRAINS DRAIN CATCHMENT AREAS AND ON ALL GRADING PROJECTS.	Dn-C	DETAIL 3-9 PERMANENT DRAINAGE STRUCTURE CONCRETE CONSTRUCTION DETAIL 3-9 SECTION 441		CONCRETE DRAIN INLET WITH METAL PIPE IS USED TO DRAIN CURBS, OR A GRADE, DOWN TO A LOWER ELEVATION. THIS IS A PERMANENT STRUCTURE, REQUIRING BUTTER PROTECTION, TEMPORARY AND PERMANENT. INLETS SHALL BE SPACED ACCORDING TO SLOOT GUIDELINES (REGARDING BUTTER SPREAD AND/OR OTHER CRITERIA).
Di-2	SECTION 205 DIVERSION CHANNEL		A DESIGNED TEMPORARY OR PERMANENT CHANNEL WITH A COMPACTED SUPPORTING FILL OR THE UNDER SOIL TO DIRECT OFFSITE RUNOFF AWAY FROM DISTURBED AREAS WITHIN THE PROJECT AREA. CHANNELS FOR OFFSITE RUNOFF SHALL BE STABILIZED WITH APPROPRIATE CHANNEL STABILIZATION. REFER TO THE LATEST EDITION OF THE "MANUAL FOR EROSION AND SEDIMENT CONTROL" IN REGARD TO DESIGN CRITERIA. A DIVERSION CHANNEL DETAILS MUST ALSO BE PROVIDED IN THE EDP.  RUNOFF FROM DISTURBED AREAS WITHIN THE PROJECT AREA SHALL NOT BE ALLOWED TO CONDUCE WITH OFFSITE RUNOFF WITHIN THIS DIVERSION.	Dn-D	DETAIL 3-9 PERMANENT DRAINAGE STRUCTURE CONCRETE CONSTRUCTION DETAIL 3-9 SECTION 441		CONCRETE DRAIN INLET AND METAL PIPE IS USED TO DRAIN CURBS, OR A SLOPE, DOWN TO A LOWER ELEVATION. THIS IS A PERMANENT STRUCTURE, REQUIRING BUTTER PROTECTION, TEMPORARY AND PERMANENT. INLETS SHALL BE SPACED ACCORDING TO SLOOT GUIDELINES (REGARDING BUTTER SPREAD AND/OR OTHER CRITERIA).
Dn1	SECTION 163 TEMPORARY DRAINAGE STRUCTURE FLEXIBLE CONSTRUCTION DETAIL 3-9 SECTION 441		A TEMPORARY PIPE SLOPE DRAIN IS A PLASTIC FLEXIBLE PIPE TO CARRY WATER FROM THE WORK AREA TO A LOWER ELEVATION. TEMPORARY SLOPE DRAINS SHOULD BE PLACED AT INTERVALS OF 350 FEET OR 60 - 80 GRADES, 350 FEET OR STEEPER GRADES AND/OR PROPERLY AS LOCATED BY FIELD CONDITIONS. THE TYPICAL PIPE SIZE IS A CORRODED 10" PIPE. THE PIPE WILL BE ANCHORED WITH STAKES AT INTERVALS NOT TO EXCEED 10'.				

NOTE:

- DO NOT USE EROSION CONTROL ITEM IN A FLOWING STREAM OR IN A TIDAL AREA BELOW HIGH TIDE.
- FOR ADDITIONAL INFORMATION ON THE DESIGN AND APPLICATION OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs), REFER TO THE LATEST EDITION OF THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION'S "MANUAL FOR EROSION AND SEDIMENT CONTROL" IN GEORGIA.

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EROSION CONTROL LEGEND

UNIFORM CODE SHEET

SHEET 4 OF 7

52-0004



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EROSION CONTROL LEGEND  
 BARNWELL ROAD AT JONES BRIDGE ROAD  
 ENHANCED SIDEWALK &  
 INTERSECTION IMPROVEMENTS










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CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION	CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
52-B	SEDIMENT BARRIER BRUSH BARRIER CONSTRUCTION DETAIL D-249 SECTION 163		THIS ITEM CONSISTS OF INTERWINDEN BRUSH, LOGS, ETC. SO AS NOT TO FORM A SOLID DAM. CONSTRUCTED AT THE TOE OF FILL SLOPES ONLY DURING THE CLEARING AND GRUBBING OPERATION. THE BARRIER SHOULD BE USED AT THE TOE OF FILL SLOPES ON GRADING PROJECTS IN RURAL AREAS WHERE SUFFICIENT RIGHT-OF-WAY OR EASEMENT IS AVAILABLE (150 FEET OR MORE). THE BARRIER SHOULD BE PLACED PERPENDICULAR TO THE FLOW OF WATER BEING STOPPED. THIS DOES NOT CONFLICT WITH RIGHT-OF-WAY OR EASEMENT LIMITS. THEY WILL NOT BE PLACED IN WETLANDS.	52-J	TEMPORARY SEDIMENT BASIN CONSTRUCTION DETAIL D-254 SECTION 163		A BASIN CREATED BY EXCAVATING AN AREA, DAMMING CONCENTRATED FLOW, OR A COMBINATION OF BOTH. THE BASIN IS DESIGNED TO STORE AT LEAST 48 HOURS OF FLOW PER ACRE OF DRAINAGE AREA. THE DRAINAGE AREA SHOULD NOT EXCEED 150 ACRES. BASINS TYPICALLY CONSIST OF A DAM, PERIPHERAL SPILLWAY, AND AN EMERGENCY SPILLWAY. A FLOODING SURGE SPILLWAY SHALL BE REQUIRED AS PART OF THE PERIPHERAL SPILLWAY UNLESS INFEASIBLE. SUFFICIENT RIGHT-OF-WAY OR EASEMENT IS NEEDED FOR BASIN CONSTRUCTION AND MAINTENANCE ACCESS.
	LINE CODE *****		TYPICALLY NOT SHOWN ON PLANS. PAYMENT FOR THIS ITEM IS INCLUDED IN THE CLEARING AND GRUBBING COST. NO SEPARATE PAYMENT SHALL BE MADE.				SEDIMENT BASINS SHALL BE CONSIDERED ON ALL PROJECTS, BUT MAY NOT BE PRACTICAL. BASINS SHOULD BE LOCATED TO MINIMIZE INTERFERENCE WITH CONSTRUCTION ACTIVITIES AND UTILITIES. REFER TO THE LATEST EDITION OF THE "MANUAL FOR EROSION AND SEDIMENT CONTROL" A GENERAL FOR DESIGN CRITERIA.
52-B	INLET SEDIMENT TRAP (BATTLE BOX) CONSTRUCTION DETAIL D-42 SECTION 163		BATTLE BOX INLET SEDIMENT TRAP FOR INLETS RECEIVING HIGH FLOW RATE AND/OR VELOCITY. A GUIDE FOR USE WILL BE FOR AN INLET RECEIVING FLOW RATES 7 cfs AND GREATER.	52-C	ROCK OUTLET TEMPORARY SEDIMENT TRAP CONSTRUCTION DETAIL D-53 SECTION 163		TEMPORARY TRAP WITH ROCK OUTLET DESIGNED TO STORE AT LEAST 48 HOURS OF SEDIMENT PER ACRE OF DRAINAGE AREA. DRAINAGE AREA SHALL NOT EXCEED 5 ACRES. DISTANCE FROM TEMPORARY SEDIMENT BASIN TO LINE OF PERIPHERAL SPILLWAY. MAXIMUM POND DEPTH FROM BOTTOM OF POND TO EMERGENCY SPILLWAY 4-6 FEET.
52-B	INLET SEDIMENT TRAP (BLOCK & GRAVEL) CONSTRUCTION DETAIL D-42 SECTION 163		BLOCK AND GRAVEL INLET PROTECTION USED FOR WHERE HEAVY FLOWS ARE EXPECTED AND WHERE DRAINAGE CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING AROUND THE STRUCTURE. CAN BE USED AS ALTERNATE INLETS. A GUIDE FOR USE WILL BE FOR AN INLET RECEIVING FLOW RATES THAT RANGE FROM 3 - 7 cfs.	52-C	TEMPORARY SEDIMENT BASIN CONSTRUCTION DETAIL D-254 SECTION 163		TEMPORARY SEDIMENT BASIN SHALL BE EVALUATED PRIOR TO CONSIDERING A TEMPORARY SEDIMENT TRAP. A TEMPORARY SEDIMENT TRAP IS IDEAL FOR SMALL AREAS WITH NO USUAL DRAINAGE FEATURES AND EFFECTIVE AGAINST COARSE SEDIMENT, BUT NOT AGAINST SILT OR CLAY PARTICLES THAT REMAIN SUSPENDED.
52-F	INLET SEDIMENT TRAP (FILTER FABRIC) CONSTRUCTION DETAIL D-242 SECTION 163		161 A SEDIMENT BARRIER CONSISTING OF A PREFABRICATED FRAME WITH FILTER FABRIC USED AROUND A DROP INLET OR CATCH BASIN. 162 A SEDIMENT BARRIER CONSISTING OF A PREFABRICATED METAL STAND PIPE WITH FILTER FABRIC USED AROUND A DROP INLET OR CATCH BASIN. 163 TYPE C SILT FENCE WITH SUPPORTING FRAME CAN BE USED AS AN ALTERNATE TO INLET SEDIMENT TRAP FOR AREAS WITH SLOPES 4:1 OR FLATTER.	52-F	TEMPORARY STREAM CROSSING CONSTRUCTION DETAIL D-257 SECTION 163		REFER TO THE LATEST EDITION OF THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" FOR DESIGN CRITERIA. A SEDIMENT BASIN SHALL BE CONSIDERED FOR THE SURFACE OF A TEMPORARY SEDIMENT BASIN AS A CONTROLLED FLOW RATE. THE INDIVIDUAL SIZE (1/2") SHALL BE PROVIDED IN CONJUNCTION WITH THE SEDIMENT BASIN INFORMATION IN PLANS. IF A SEDIMENT BASIN IS REQUIRED, THE DESIGNER SHALL PROVIDE A WRITTEN JUSTIFICATION IN THE PLANS. SEDIMENT BASINS ARE ATTACHED TO A PUMP WITHOUT PUMPATIONS AND ACTS AS THE PRIMARY SPILLWAY. THE SEDIMENT BASIN SYMBOL SHALL BE SHOWN IN CONJUNCTION WITH THE TEMPORARY SEDIMENT BASIN SYMBOL WHEN APPLICABLE. REFER TO THE LATEST EDITION OF THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" FOR ADDITIONAL INFORMATION. A TEMPORARY STRUCTURE INSTALLED ACROSS A FLOWING STREAM OR WATERCOURSE FOR USE BY CONSTRUCTION EQUIPMENT. THIS IMP PROVIDES A MEANS TO CROSS STREAMS OR WATERCOURSES WITHOUT WASHING SEDIMENT INTO STREAMS, DAMAGING THE STREAM BED OR CHANNEL, OR CAUSING FLOODING. THIS IMP SHOULD NOT BE USED ON STREAMS WITH DRAINAGE AREAS GREATER THAN 100 ACRES. UNLESS SPECIFICALLY DESIGNED TO ACCOMMODATE THE ADDITIONAL DRAINAGE AREA OF THE DESIGN PROFESSIONAL. A CERTIFICATION STATEMENT AND SIGNATURE SHALL ACCOMPANY THE DESIGN. THIS IMP SHALL BE DESIGNED ACCORDING TO THE LATEST EDITION OF THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA". FOR CONTRACTOR'S USE ONLY!
52-G	INLET SEDIMENT TRAP (FORWARD) CONSTRUCTION DETAIL D-42 SECTION 163		GRAVEL DROP INLET PROTECTION USED WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED. STONE AND GRAVEL ARE USED TO TRAP SEDIMENT. THE SLOPE TOWARD THE INLET SHALL BE NO MORE THAN 3:1. A GUIDE FOR USE WILL BE FOR AN INLET RECEIVING FLOW RATES THAT RANGE FROM 3 - 5 cfs.				

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

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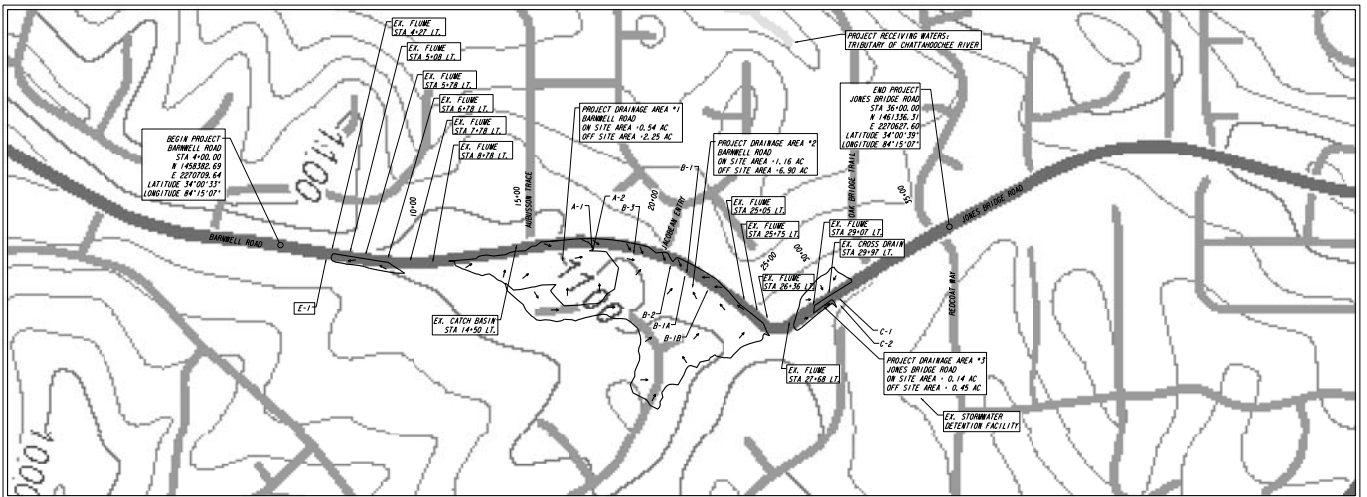
CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION	CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
(S1)	STORM DRAIN OUTLET PROTECTION S1-1 1/150 & 2/150		A PIPE OR BOX CULVERT OUTLET HANDRAIL WITH AN APRON AND DISSIPATOR BLOCKS IS USED TO REDUCE VELOCITY AT THE OUTLET OF A PIPE PRIOR TO ENTERING AN EXISTING STREAM OR NATURAL MAINTENANCE SYSTEM. IT IS USED ON THE OUTLET OF ALL BOX CULVERTS AND ON 48" AND LARGER PIPES. MAY BE USED ON INLET FOR FLOWING STREAMS. USE ON SMALL PIPES WHEN OUTLET VELOCITY OF THE 25-YEAR STORM IS 12 FPS AND GREATER.				
(S1-R)	STORM DRAIN OUTLET PROTECTION (RIP-RAP) S1-R 1/150 & 2/150		RIP-RAP OUTLET PROTECTION IS USED TO REDUCE VELOCITY AT THE OUTLET OF A PIPE, CHANNEL, OR STRUCTURE PRIOR TO ENTERING AN EXISTING STREAM OR NATURAL MAINTENANCE SYSTEM. THE MINIMUM DESIGN OF RIP-RAP OUTLET PROTECTION SHALL BE THE 25-YEAR STORM PEAK FLOW. TYPE-1 RIP-RAP AT A DEPTH OF 3" AND PLACED ON FILTER FABRIC IS PREFERRED FOR ALL USES < 1/2" D. TYPE-2 RIP-RAP AT A DEPTH OF 1/2" AND PLACED ON FILTER FABRIC MAY BE USED FOR ALL USES < 1/2" D. REFER TO THE LATEST EDITION OF THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" FOR REQUIRED DESIGN DIMENSIONS AND OTHER INFORMATION TO BE INCLUDED IN THE PLANS.				
(Su)	SURFACE ROUNDERING SEPARATED SLOPES CONSTRUCTION DETAIL S-7 SECTION 505		PROVIDING A ROUNDER SOIL COMPACTED WITH HORIZONTAL DEPRESSIONS, BY OPERATING A CULVERT COVER OR 1/2" SLOPE IN A VERTICAL DIRECTION, CREATING SEPARATED SLOPES IN TO UNWINDING PROCESSES TO CONVEY WATER. IN MOST CASES THIS BMP IS NOT REQUIRED TO BE SHOWN ON THE PLANS, BUT REQUIRED TO BE COMPLETED BY THE CONTRACTOR UNDER ALL PROJECTS. IF SEPARATED SLOPES ARE SPECIFIED BY THE SOIL SURVEY, THEN THIS BMP SHALL BE SHOWN ON THE PLANS WHERE SEPARATED SLOPES ARE TO BE USED.				
(Tc-F)	TURBIDITY CURTAIN FLOATING CONSTRUCTION DETAIL Tc-F SECTION 170		A FLOATING TURBIDITY CURTAIN IS USED TO PREVENT SEDIMENT FROM MOVING IN WATER BY ALLOWING IT TO DROP OUT OF SUSPENSION AND REMAIN WITHIN THE CONSTRUCTION AREA. IT IS TYPICALLY USED WHERE CONSTRUCTION IS REQUIRED IN A LARGE BODY OF WATER SUCH AS LAKES AND RIVERS. IT SHOULD BE USED AS DIRECTED BY THE ENGINEER. THIS BMP IS ONLY TO BE USED WHEN PERMITTED FILL IS BEING PLACED TOWARD A STATE WATER OR AS A SUPPLEMENT TO ADEQUATELY PLACED PERIMETER BMP.				
(Tc-S)	TURBIDITY CURTAIN STAINED CONSTRUCTION DETAIL Tc-S SECTION 170		A STAINED TURBIDITY CURTAIN IS USED TO PREVENT SEDIMENT FROM MOVING IN WATER BY ALLOWING IT TO DROP OUT OF SUSPENSION AND REMAIN WITHIN THE CONSTRUCTION AREA. IT IS TYPICALLY USED IN SHALLOW UNIMPAVED AREAS. IT MAY BE USED TO PROTECT A SMALL STREAM BEING REALIGNED OR DESTROYED. IN THIS CASE, CURTAIN SHOULD EXTEND TO BOTTOM OF STREAM. THE HEIGHT SHOULD BE LIMITED TO 5 FEET UNLESS DIRECTED AND EXTEND 5 FEET ABOVE NORMAL WATER ELEVATION. IT SHOULD BE USED AS DIRECTED BY THE ENGINEER. THIS BMP IS ONLY TO BE USED WHEN PERMITTED FILL IS BEING PLACED TOWARD A STATE WATER, OR AS A SUPPLEMENT TO ADEQUATELY PLACED PERIMETER BMP. IT MAY BE REFERRED TO AS A SILT BARRIER OR SILT CURTAIN.				

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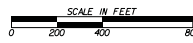
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REVISION DATES	EROSION CONTROL LEGEND
	UNIFORM CODE SHEET
	SHEET 7 OF 7
	CHECKED: DATE: 52-0007
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TOTAL PROJECT AREA = 3.70 AC  
TOTAL DISTURBED AREA = 2.10 AC



REVISION DATES

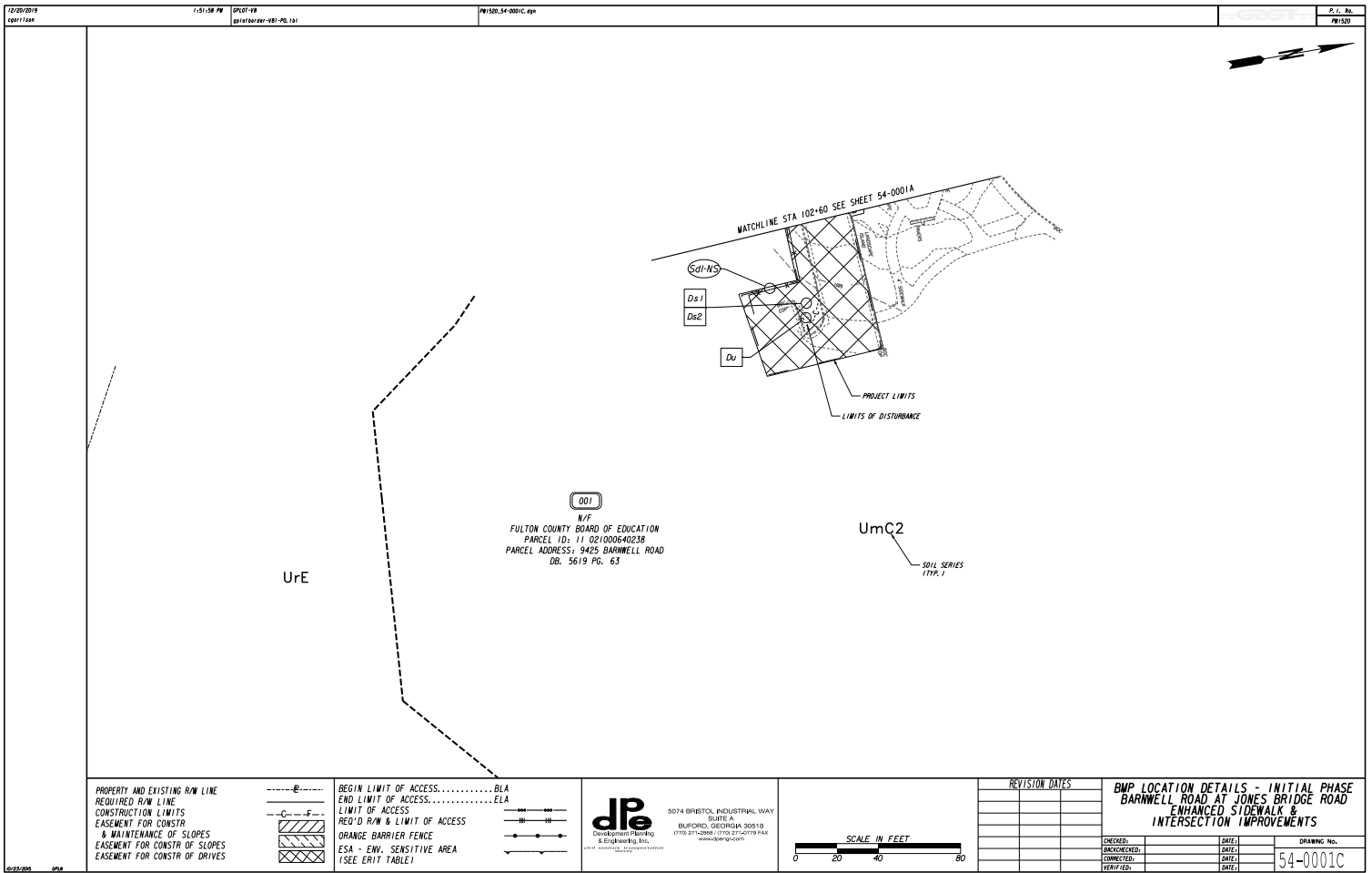

EROSION CONTROL DRAINAGE AREA MAP  
BARNWELL ROAD AT JONES BRIDGE ROAD  
ENHANCED SIDEWALK &  
INTERSECTION IMPROVEMENTS

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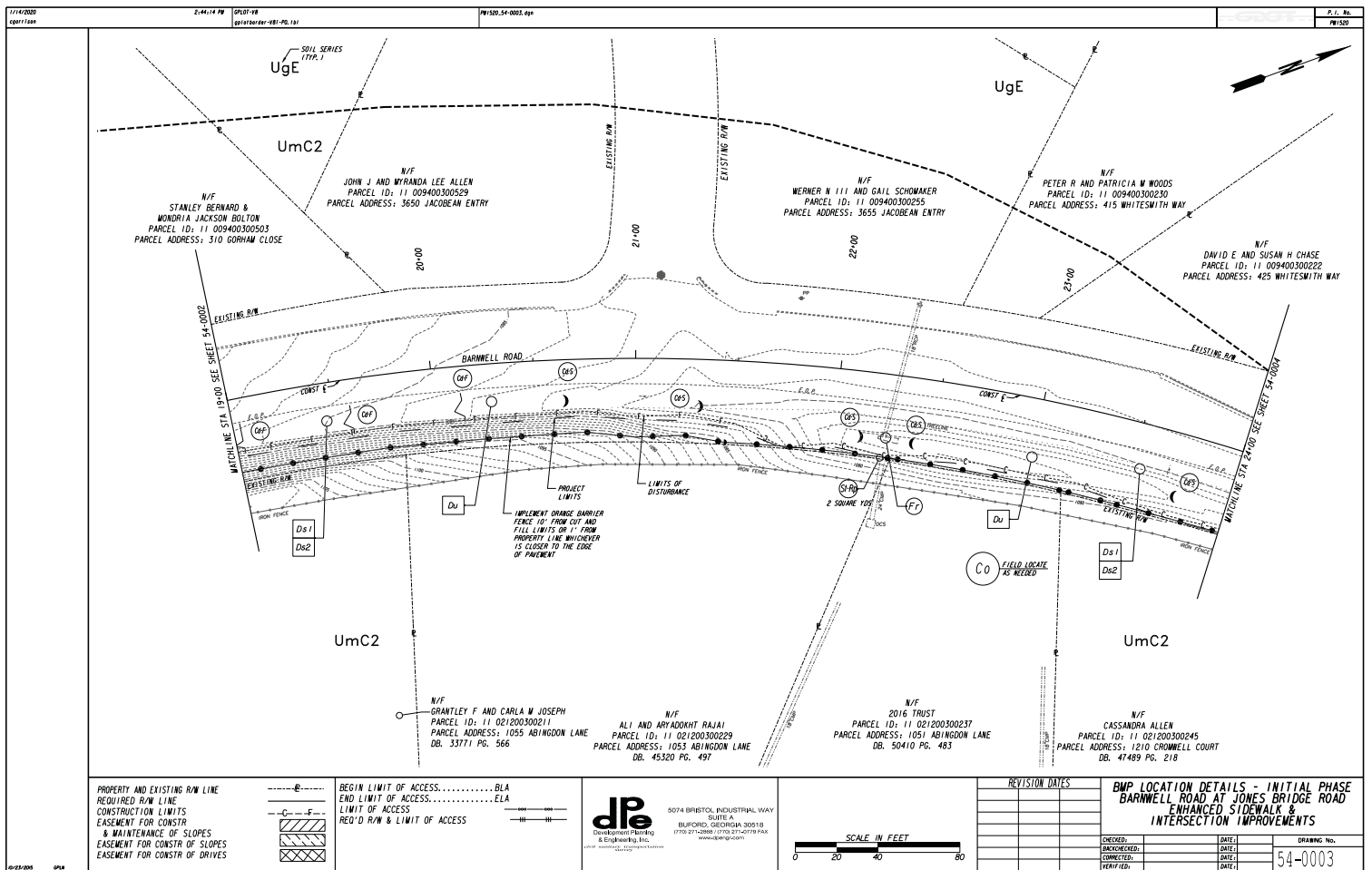






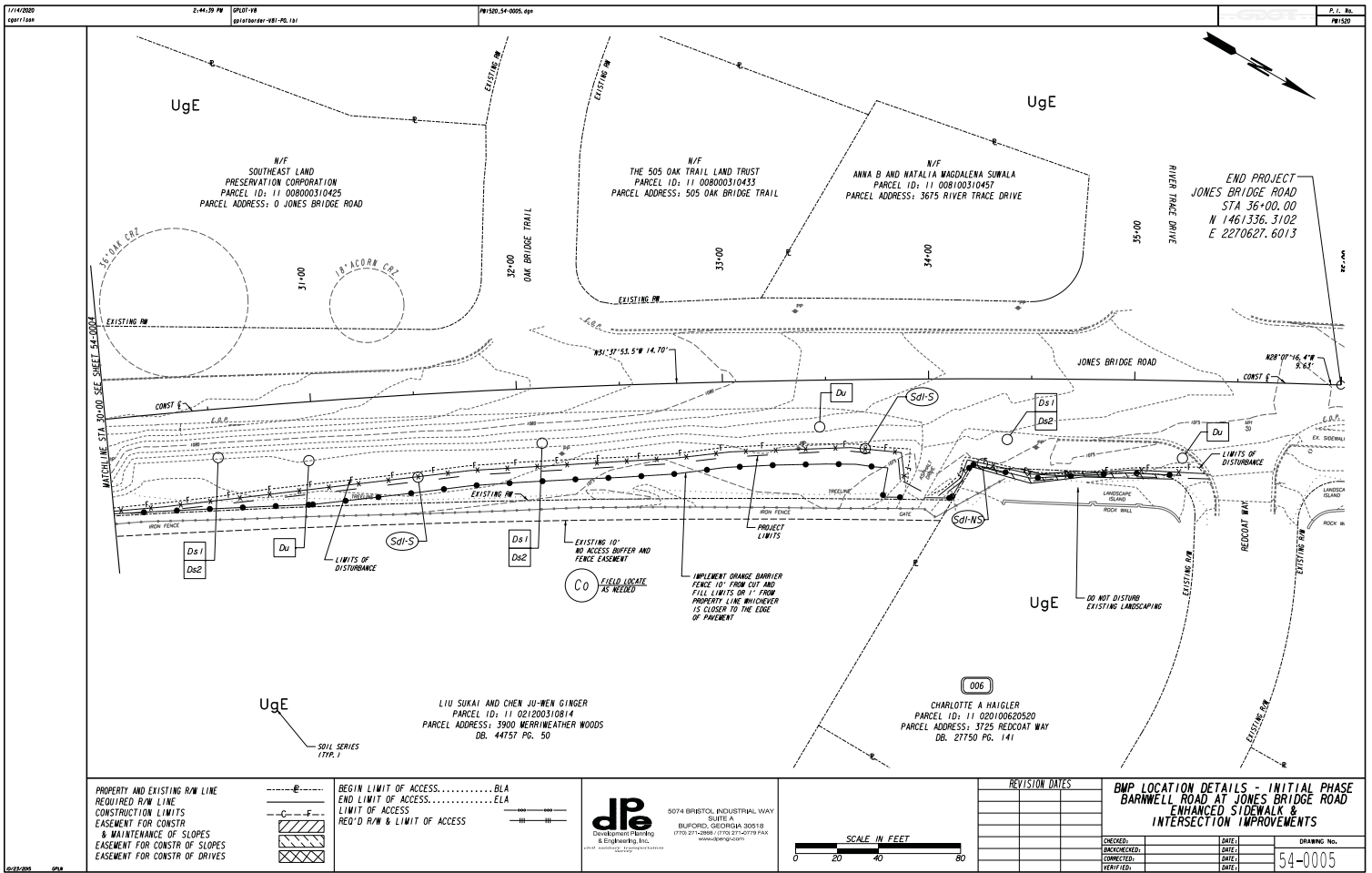


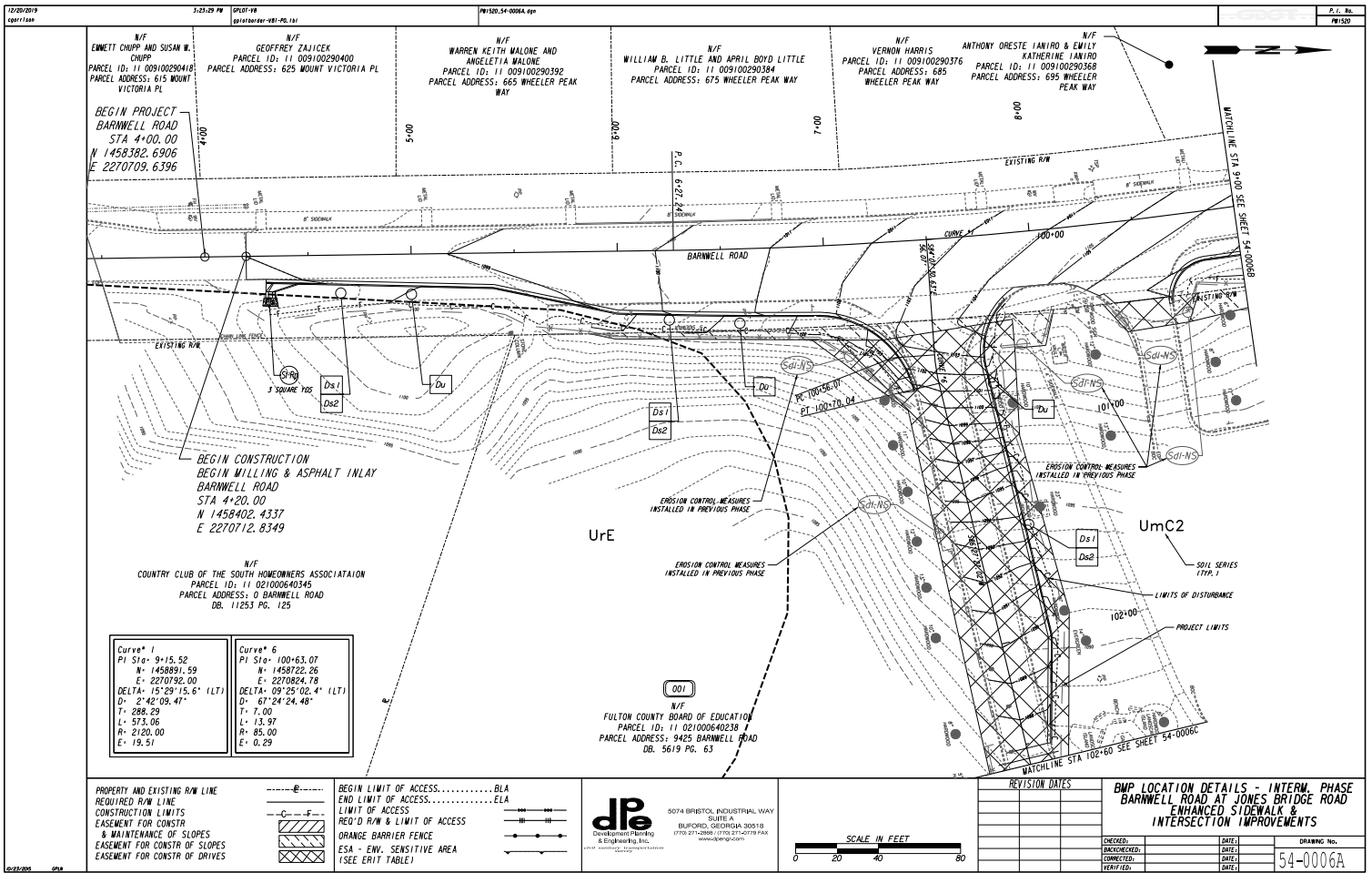


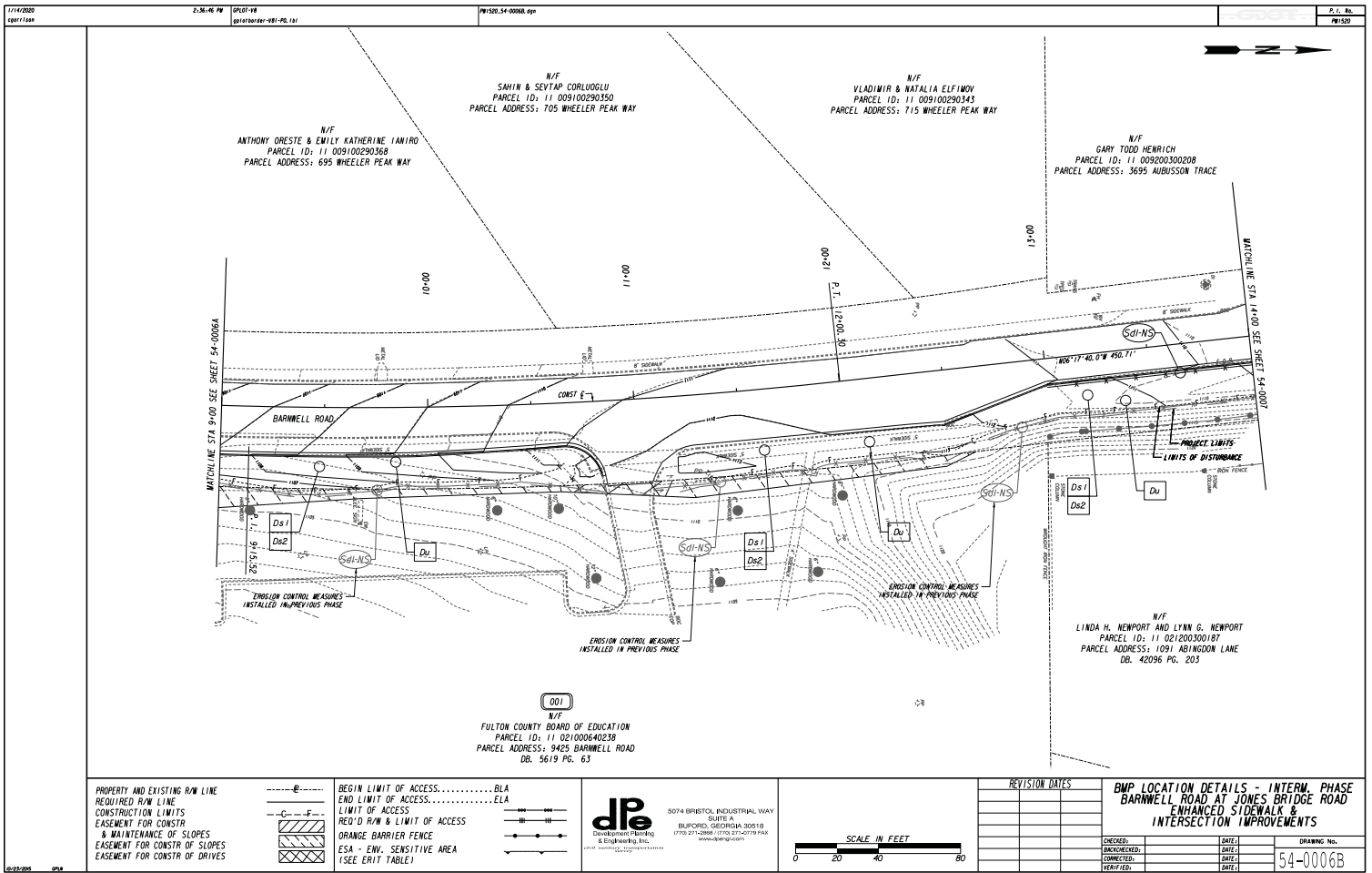








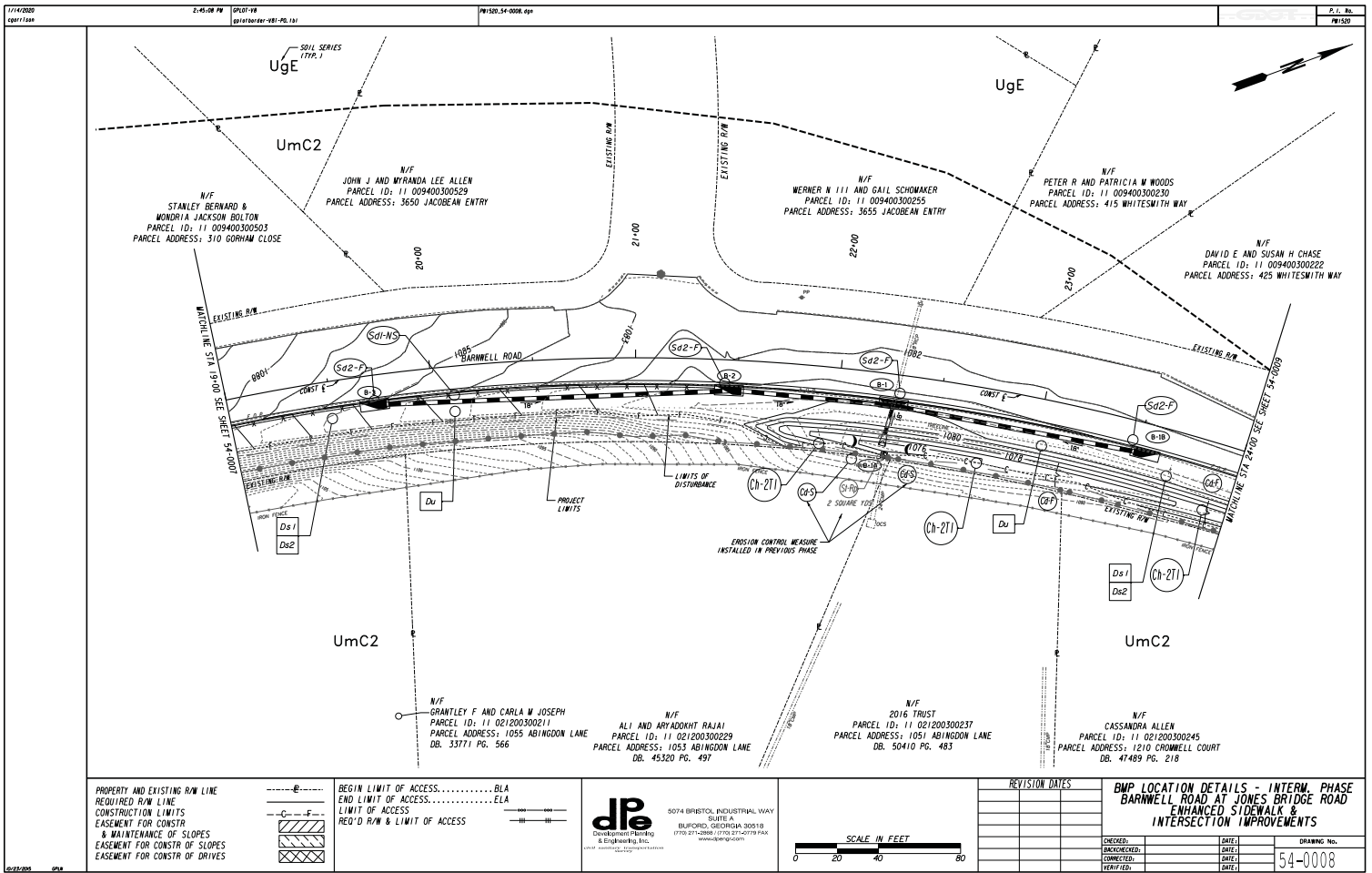


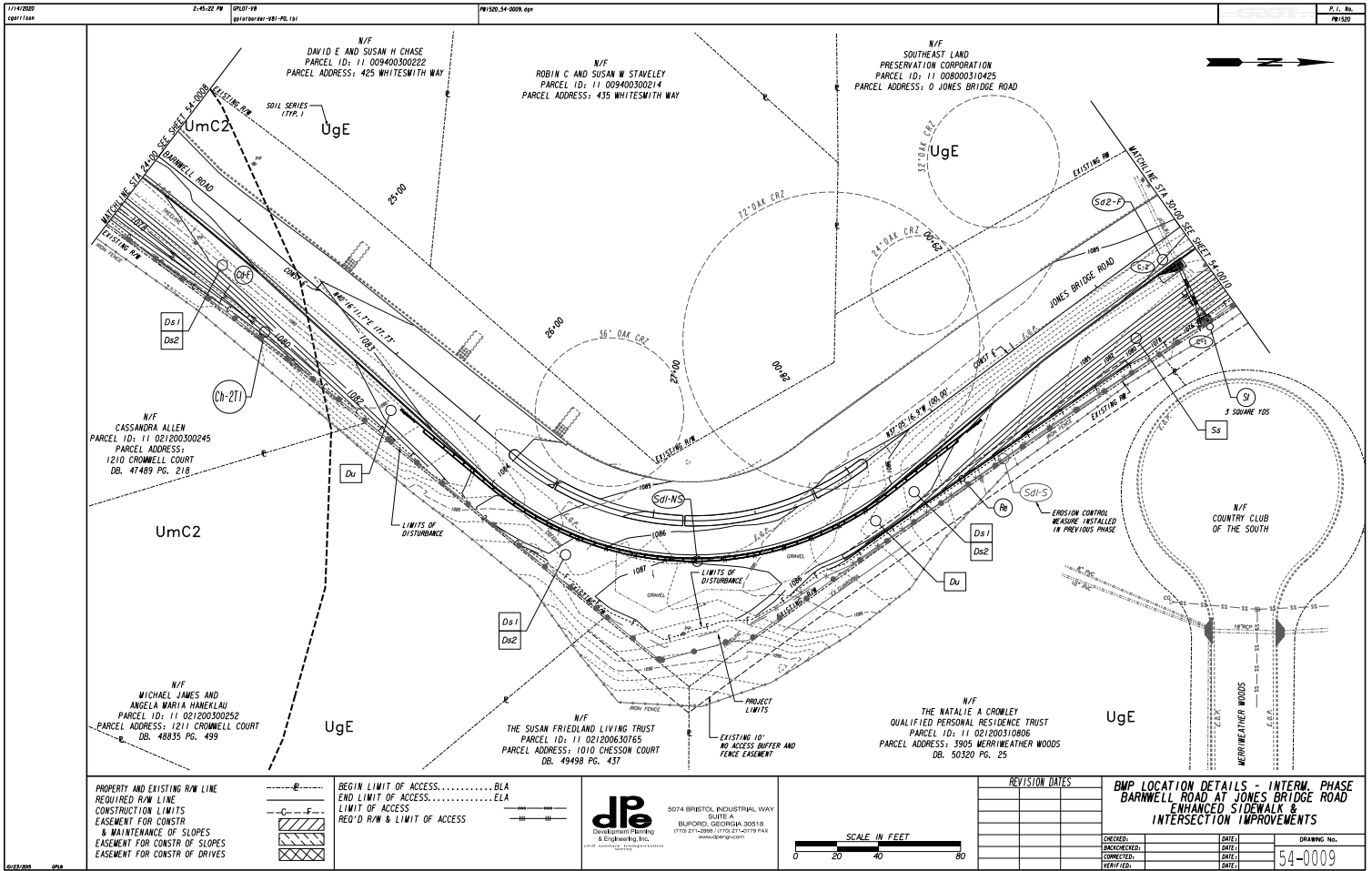


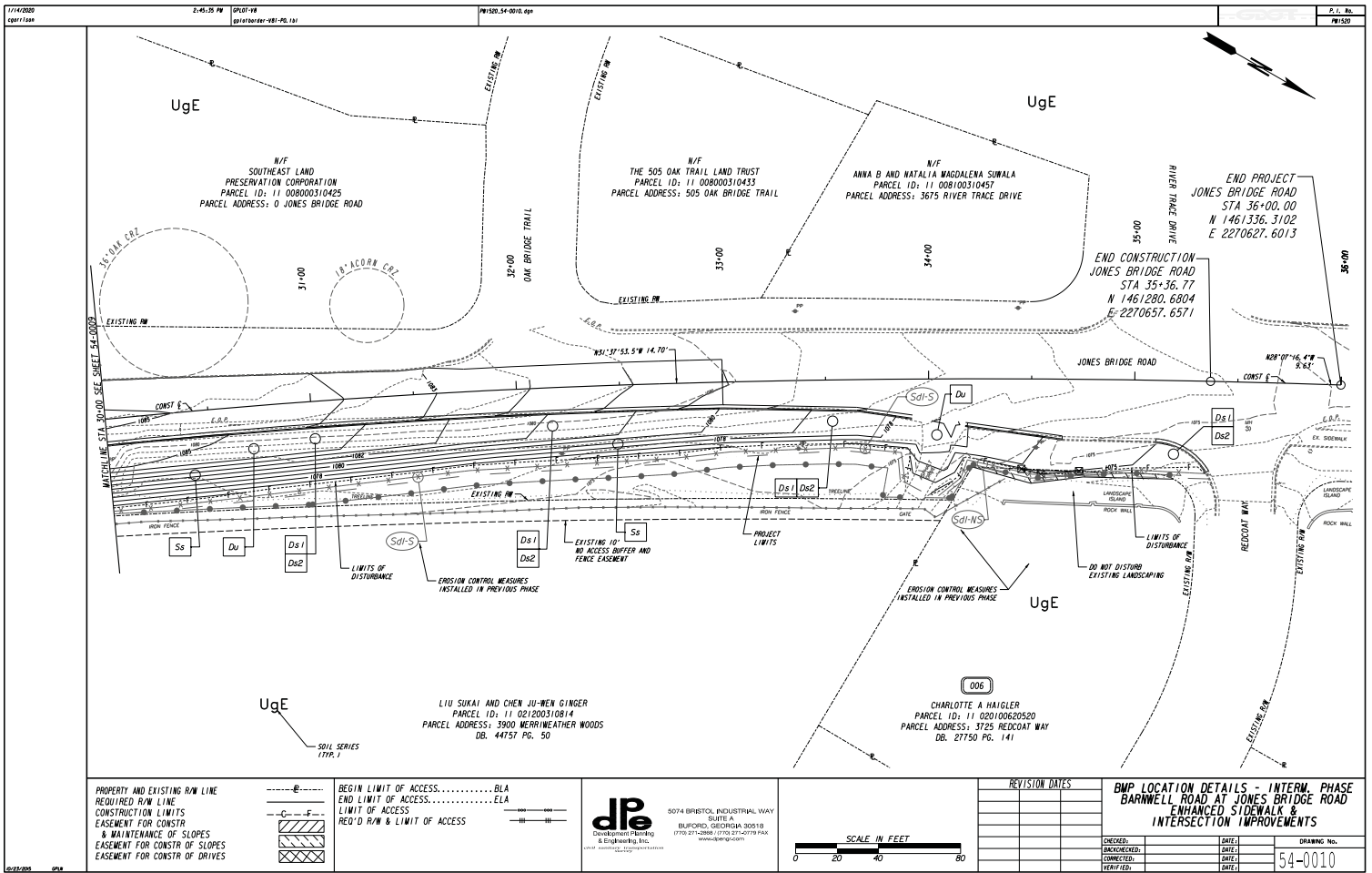




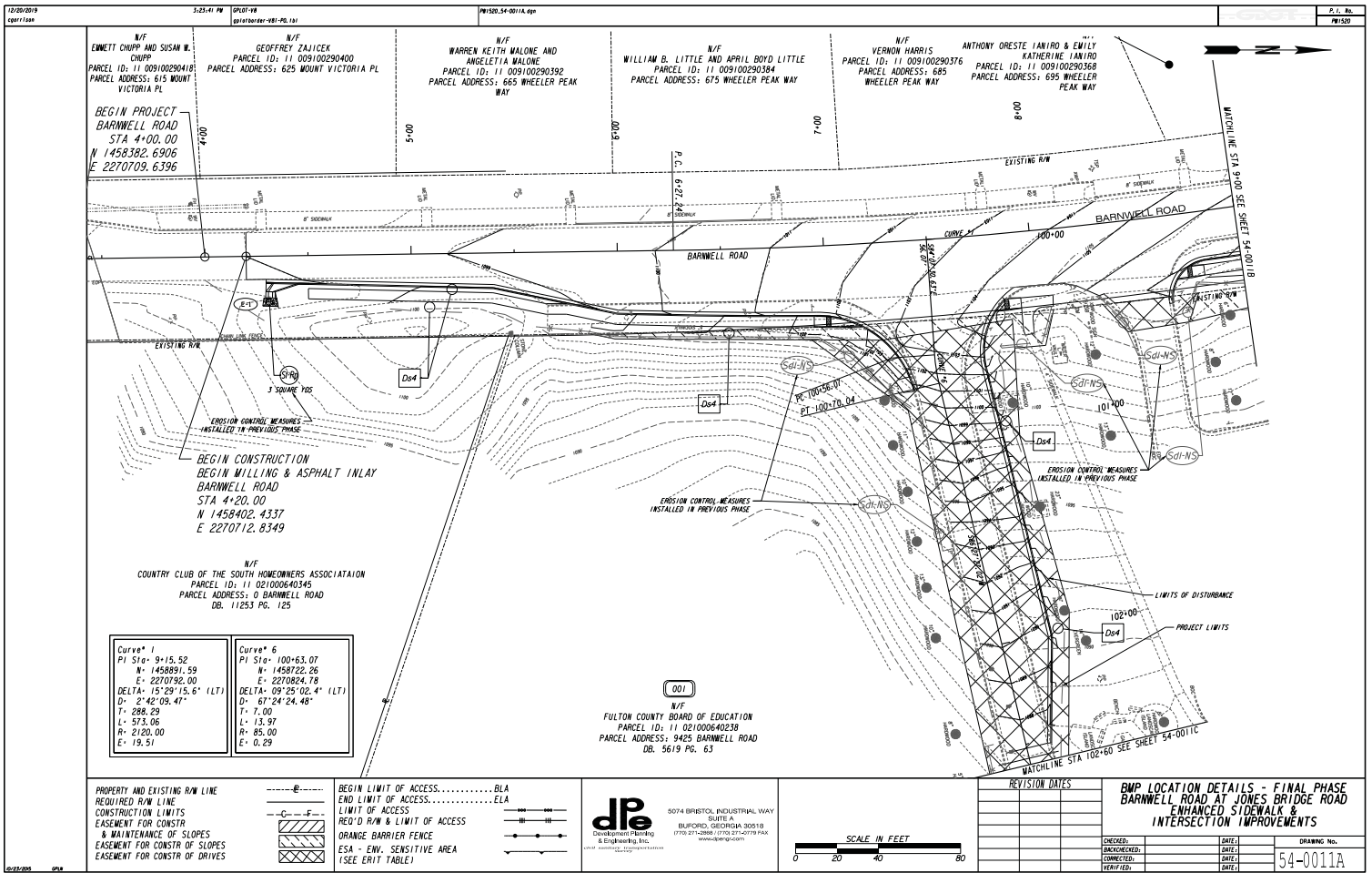


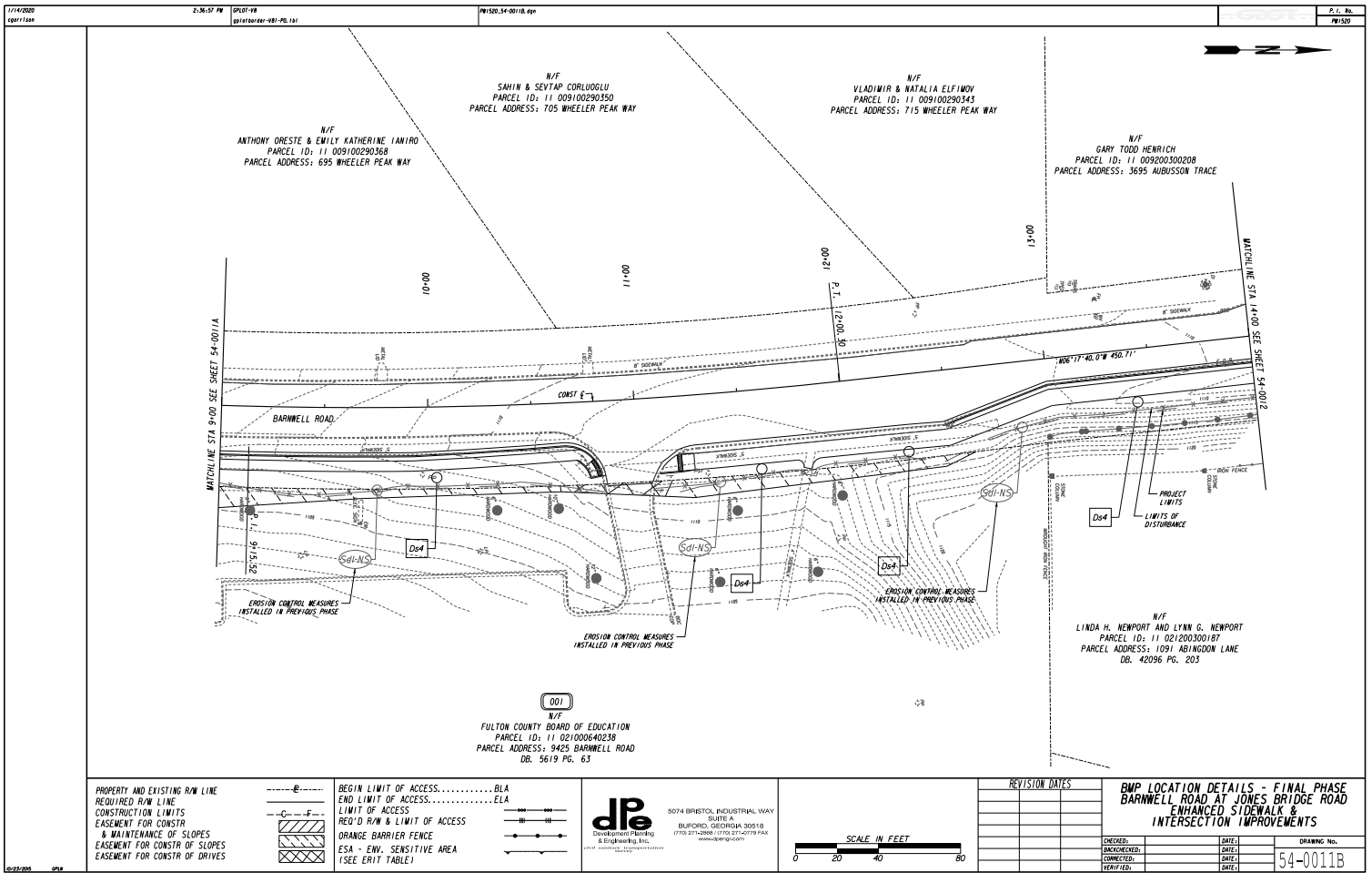


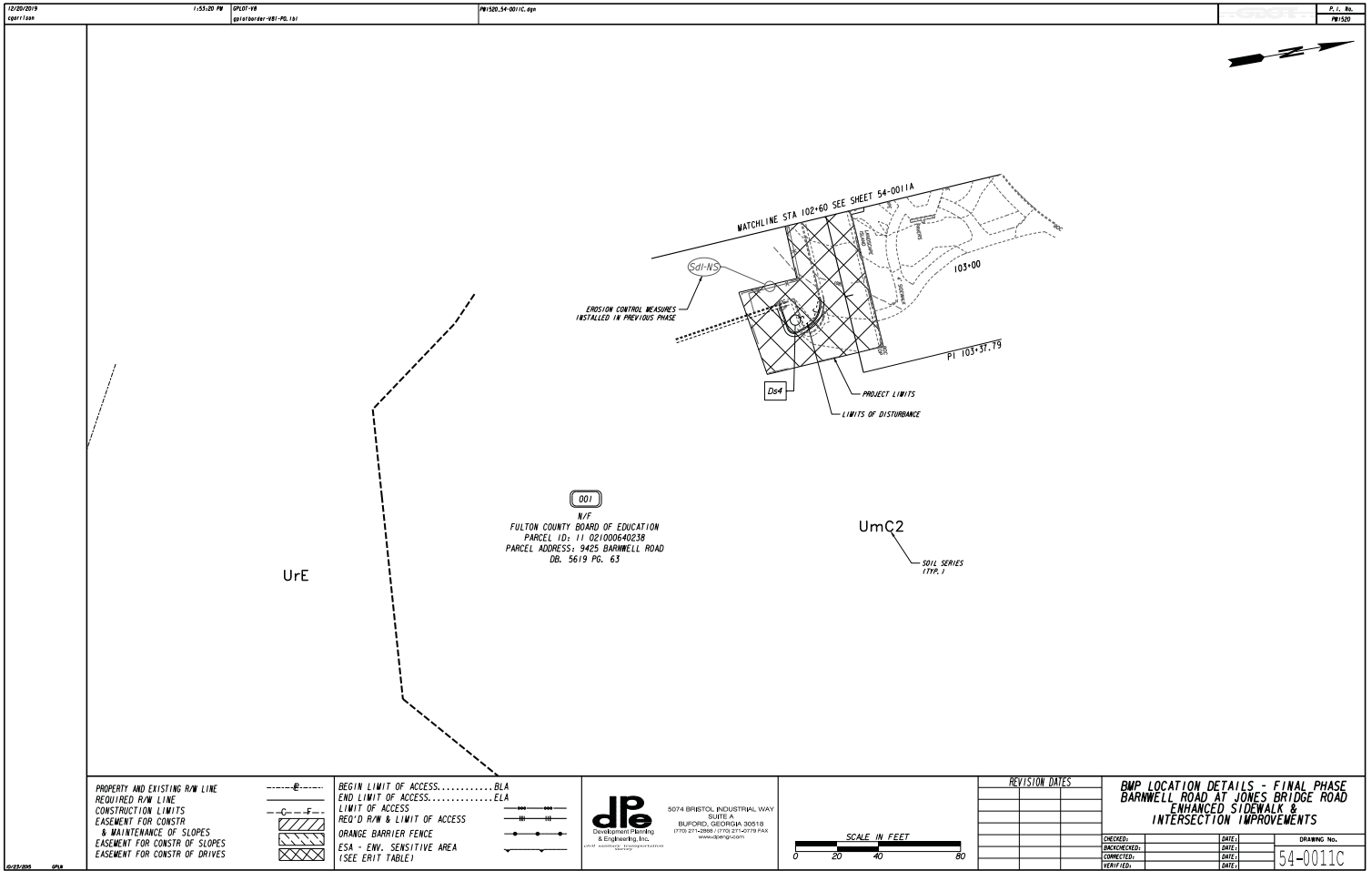


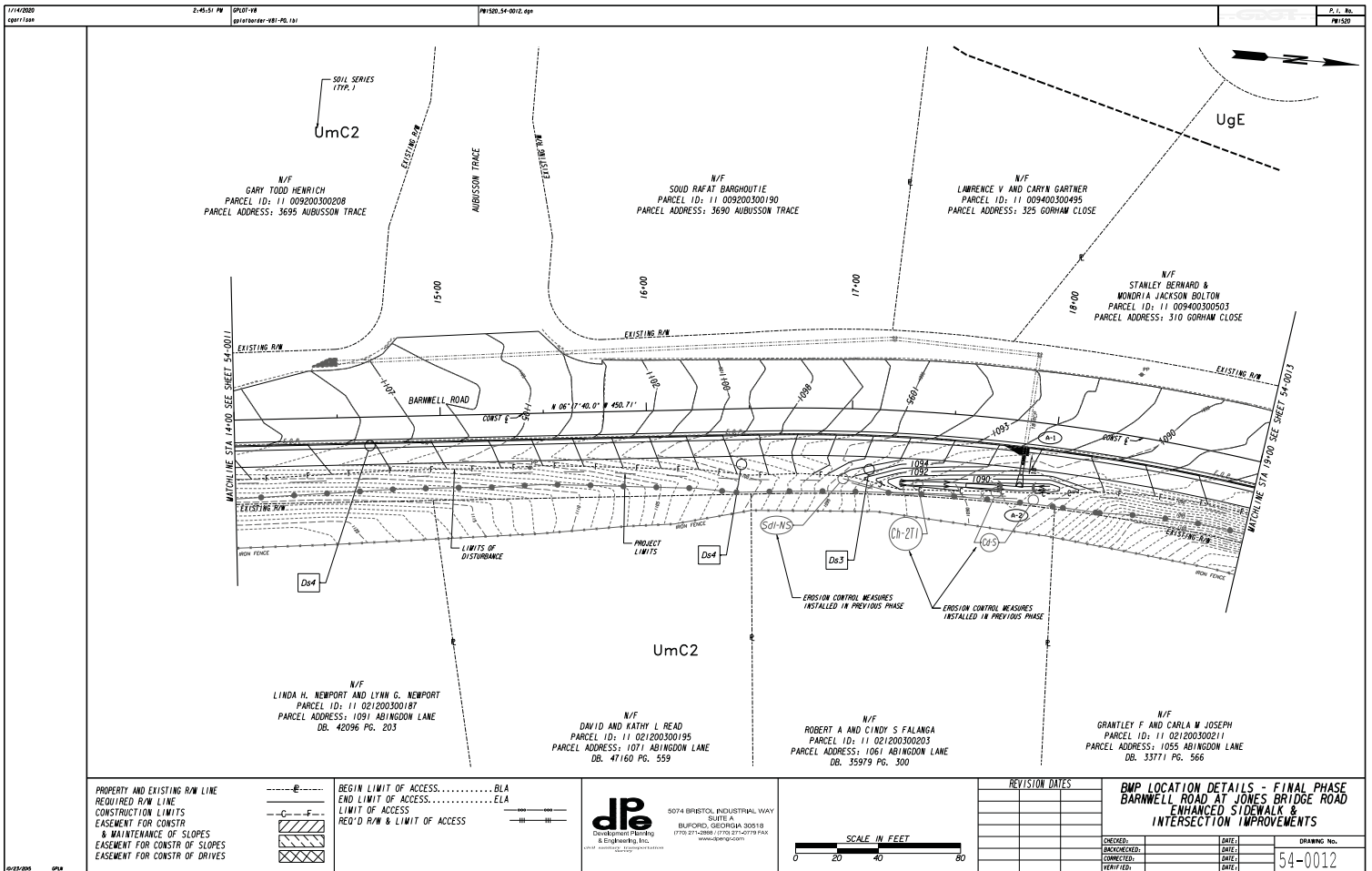








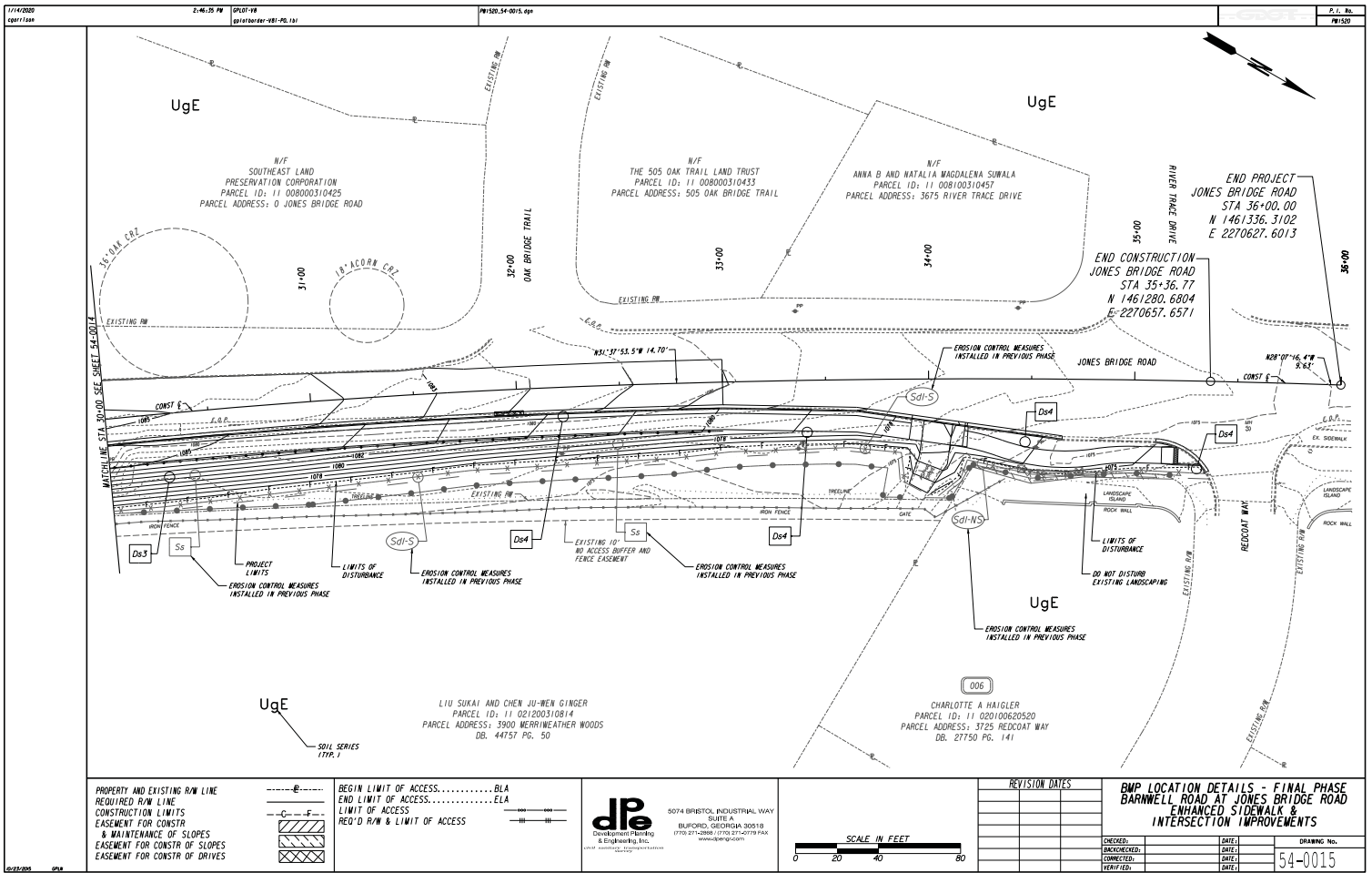


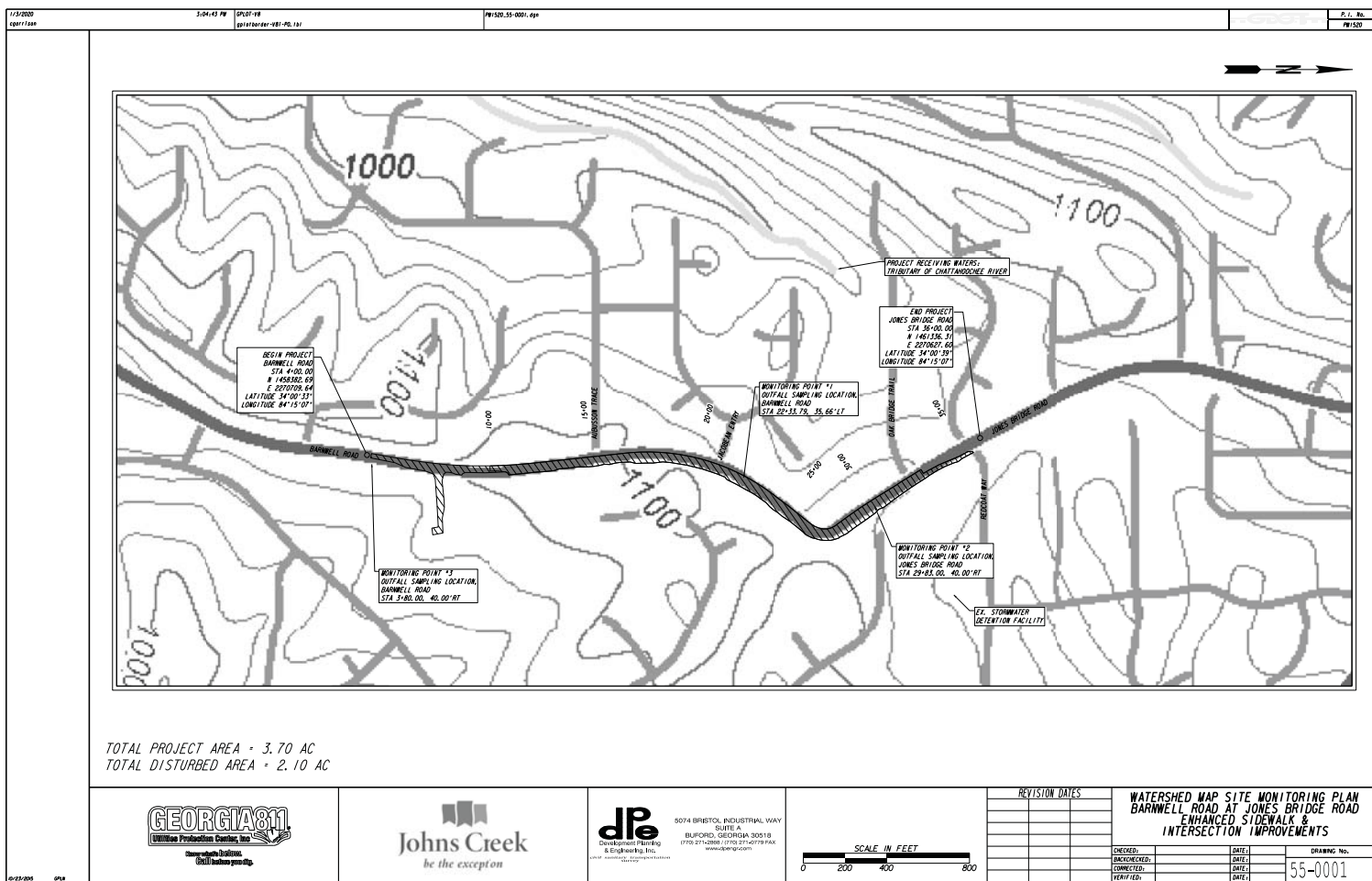






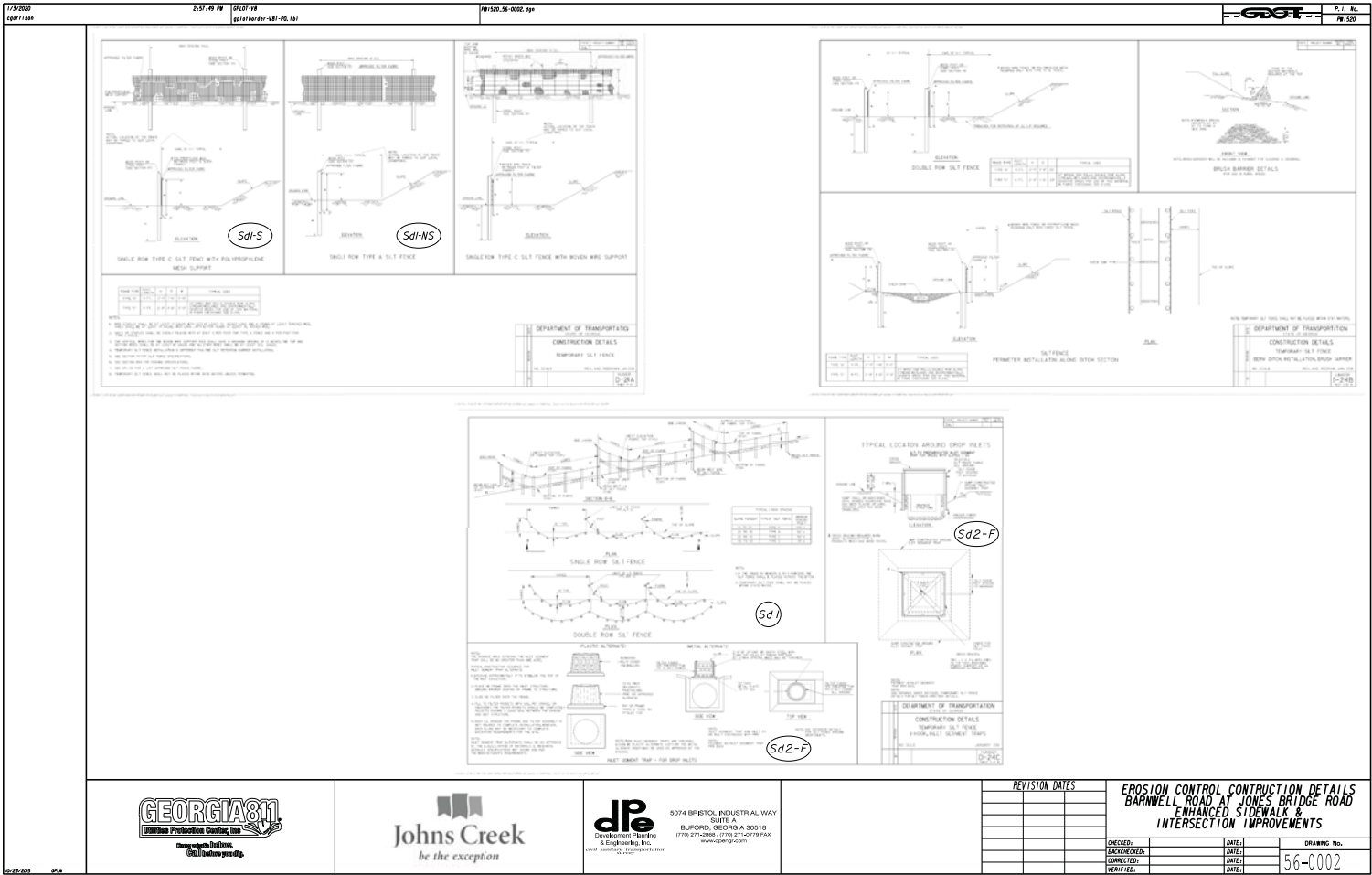


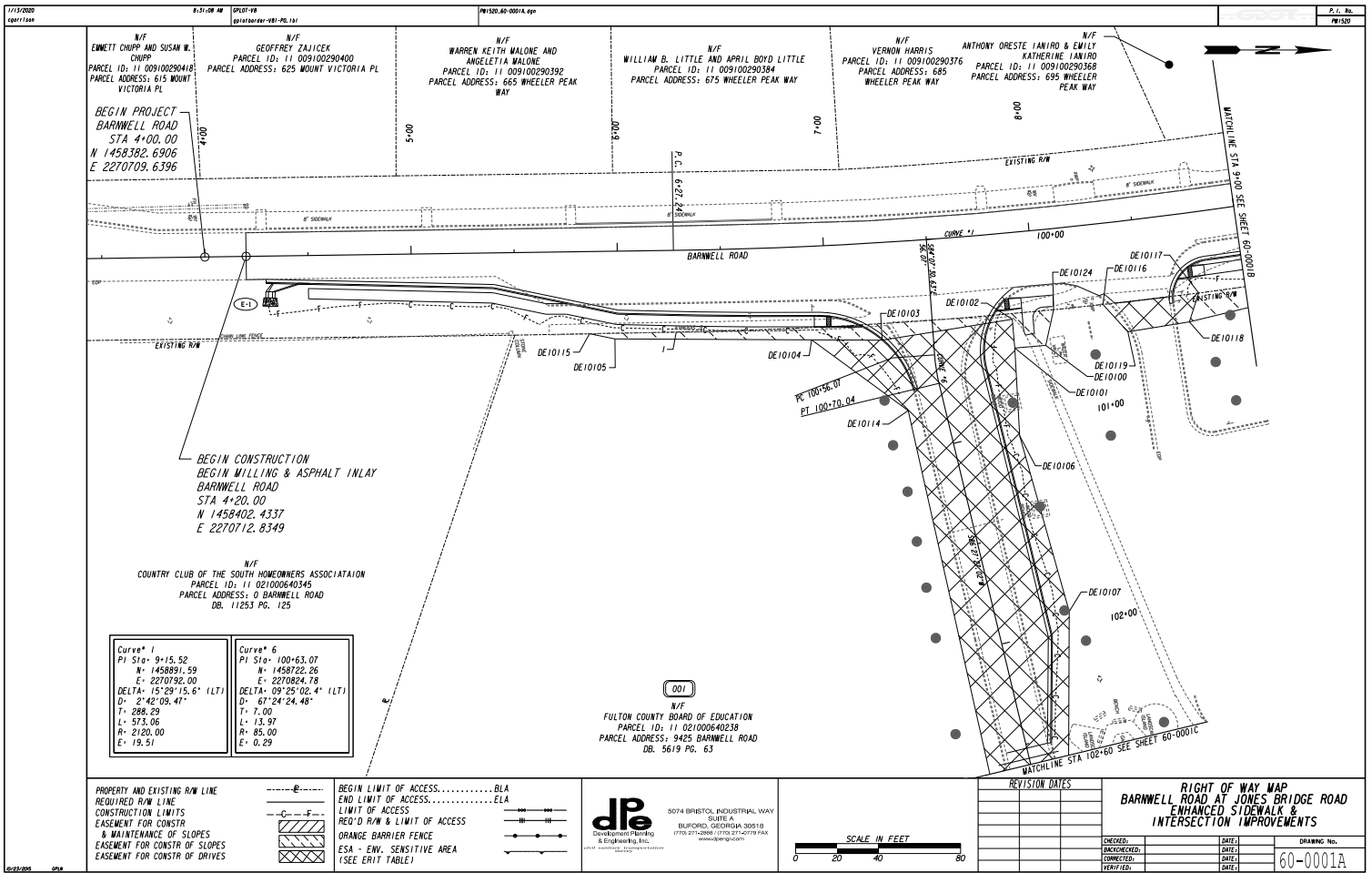


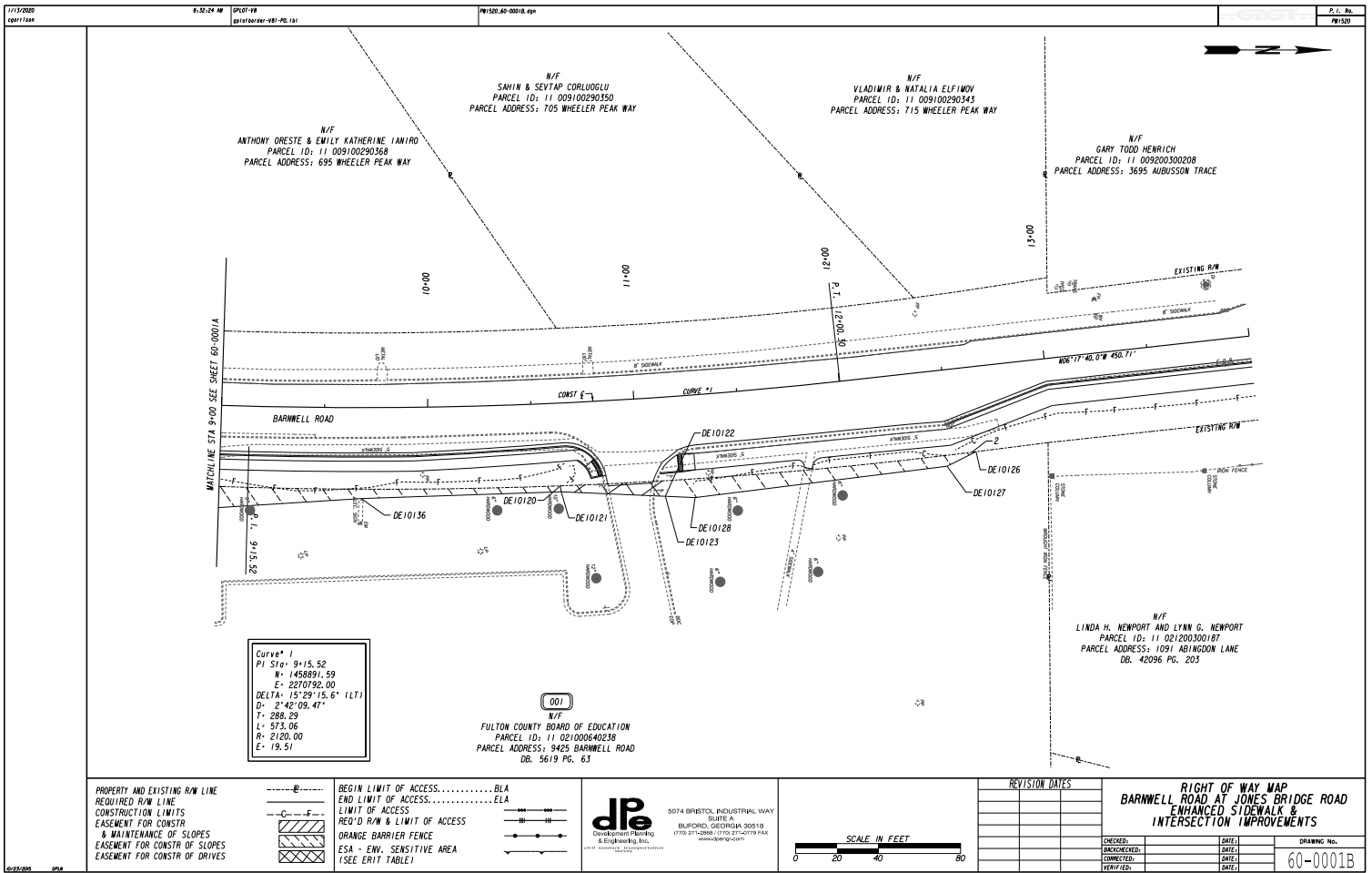




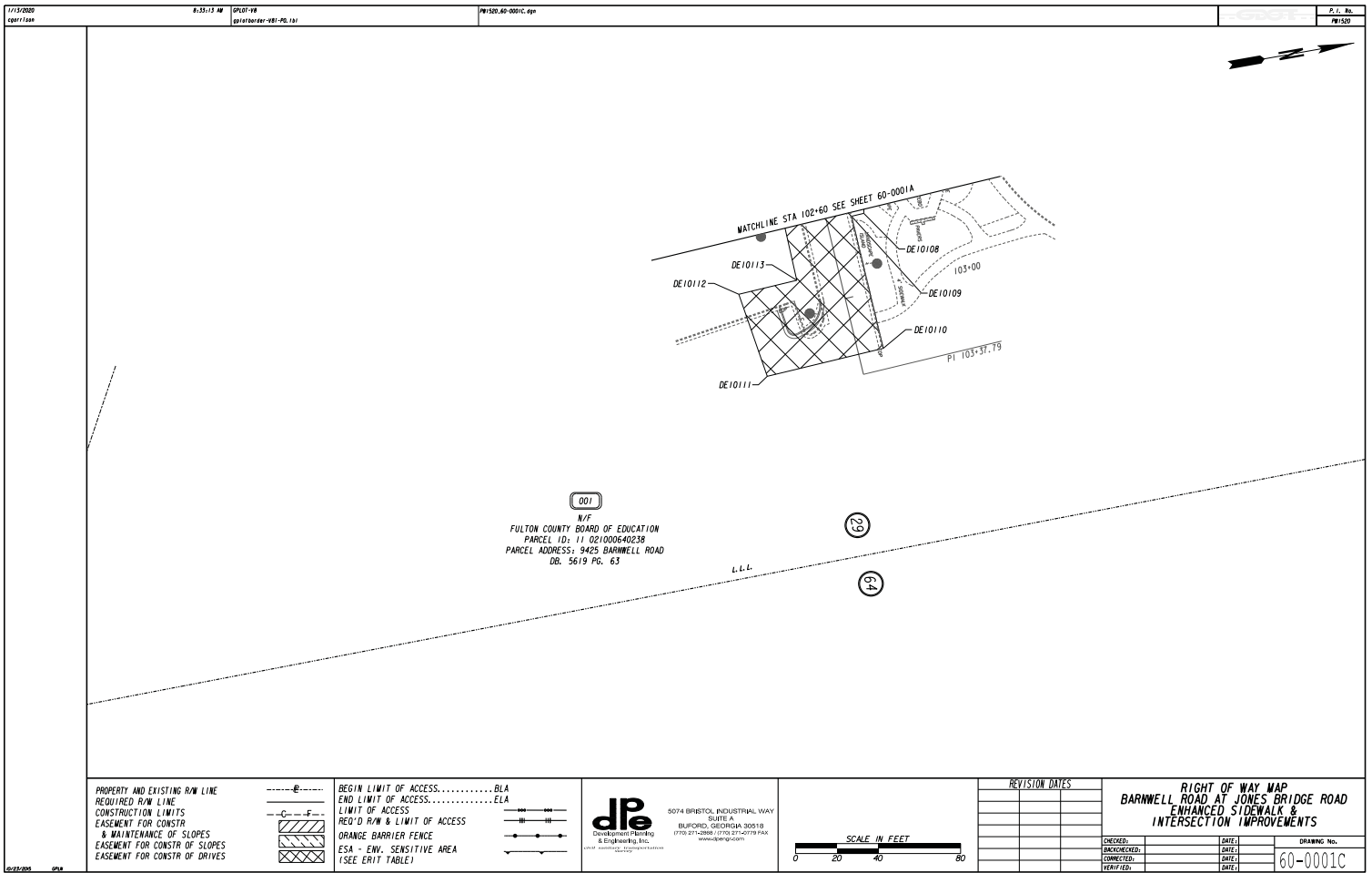












11/15/2020  
08:17:10

11/30/20 10:00:00  
gpr@barco-vel-06.10

11/30/20 10:00:00  
gpr

P.L. 60  
PW150

001

FULTON COUNTY BOARD OF EDUCATION  
SEE SHEET 0001A, 0001B AND 0001C

ESWT - PAR 001 / SV 001 REQ'D TEMP. EASW'T. DE20

PNT	OFFSET/	STATION/	ALIGNMENT
DE10115	39.81 R	5+96.00	BARNWELL ROAD
I	39.60 R	6+28.05	BARNWELL ROAD
ARC LENGTH = 183.40			
CHORD BEAR = N 61°36' 27.9" E			
LNTH CHORD = 183.35			
RADIUS = 2290.00			
DEGREE = 2°30'07.2"			
DE10124	39.18 R	8+08.12	BARNWELL ROAD
DE10100	56.00 R	8+02.72	BARNWELL ROAD
DE10101	55.90 R	7+88.05	BARNWELL ROAD
DE10102	41.92 R	7+88.08	BARNWELL ROAD
DE10103	47.28 R	7+25.73	BARNWELL ROAD
DE10105	42.52 R	5+98.29	BARNWELL ROAD
DE10115	39.81 R	5+96.00	BARNWELL ROAD
REQD EASMT AREA = 1276.81 SF			
REQD EASMT AREA = 0.029 ACRES			

ESWT - PAR 001 / SV 001 REQ'D TEMP. EASW'T. DE21

PNT	OFFSET/	STATION/	ALIGNMENT
DE10104	45.32 R	6+92.27	BARNWELL ROAD
DE10103	47.28 R	7+25.73	BARNWELL ROAD
DE10102	41.92 R	7+88.08	BARNWELL ROAD
DE10101	55.90 R	7+88.05	BARNWELL ROAD
DE10106	58.47 R	7+86.66	BARNWELL ROAD
DE10107	165.51 R	8+01.69	BARNWELL ROAD
DE10108	256.83 R	7+95.29	BARNWELL ROAD
DE10109	257.71 R	7+89.89	BARNWELL ROAD
DE10110	322.86 R	7+98.16	BARNWELL ROAD
DE10111	331.70 R	7+48.62	BARNWELL ROAD
DE10112	291.09 R	7+38.99	BARNWELL ROAD
DE10113	286.37 R	7+64.10	BARNWELL ROAD
DE10114	82.13 R	7+35.87	BARNWELL ROAD
DE10104	45.32 R	6+92.27	BARNWELL ROAD

ESWT - PAR 001 / SV 001 REQ'D TEMP. EASW'T. DE22

PNT	OFFSET/	STATION/	ALIGNMENT
DE10116	39.19 R	8+31.73	BARNWELL ROAD
ARC LENGTH = 46.77			
CHORD BEAR = N 5°07' 35.8" E			
LNTH CHORD = 46.77			
RADIUS = 2290.00			
DEGREE = 2°30'07.2"			
DE10117	39.26 R	8+77.65	BARNWELL ROAD
DE10118	52.56 R	8+71.48	BARNWELL ROAD
DE10119	53.70 R	8+42.02	BARNWELL ROAD
DE10116	39.19 R	8+31.73	BARNWELL ROAD

ESWT - PAR 001 / SV 001 REQ'D TEMP. EASW'T. DE23

PNT	OFFSET/	STATION/	ALIGNMENT
DE10117	39.26 R	8+77.65	BARNWELL ROAD
ARC LENGTH = 188.29			
CHORD BEAR = N 0°11'09.6" E			
LNTH CHORD = 188.24			
RADIUS = 2290.00			
DEGREE = 2°30'07.2"			
DE10120	40.11 R	10+62.48	BARNWELL ROAD
DE10121	43.00 R	10+62.83	BARNWELL ROAD
DE10136	44.09 R	9+67.73	BARNWELL ROAD
DE10118	52.56 R	8+71.48	BARNWELL ROAD
DE10117	39.26 R	8+77.65	BARNWELL ROAD
REQD EASMT AREA = 1126.28 SF			
REQD EASMT AREA = 0.026 ACRES			

ESWT - PAR 001 / SV 001 REQ'D TEMP. EASW'T. DE24

PNT	OFFSET/	STATION/	ALIGNMENT
DE10120	40.11 R	10+62.48	BARNWELL ROAD
ARC LENGTH = 54.53			
CHORD BEAR = N 2°51'06.0" W			
LNTH CHORD = 54.53			
RADIUS = 2290.00			
DEGREE = 2°30'07.2"			
DE10122	40.53 R	11+15.99	BARNWELL ROAD
DE10123	48.03 R	11+12.08	BARNWELL ROAD
DE10121	43.00 R	10+62.83	BARNWELL ROAD
DE10120	40.11 R	10+62.48	BARNWELL ROAD

ESWT - PAR 001 / SV 001 REQ'D TEMP. EASW'T. DE25

PNT	OFFSET/	STATION/	ALIGNMENT
DE10122	40.53 R	11+15.99	BARNWELL ROAD
ARC LENGTH = 145.80			
CHORD BEAR = N 5°21' 28.0" W			
LNTH CHORD = 145.78			
RADIUS = 2290.00			
DEGREE = 2°30'07.2"			
2	41.20 R	12+60.16	BARNWELL ROAD
4	41.17 R	12+62.26	BARNWELL ROAD
DE10127	46.65 R	12+47.52	BARNWELL ROAD
DE10128	49.68 R	11+26.10	BARNWELL ROAD
DE10123	48.03 R	11+12.08	BARNWELL ROAD
DE10122	40.53 R	11+15.99	BARNWELL ROAD
REQD EASMT AREA = 957.22 SF			
REQD EASMT AREA = 0.022 ACRES			

PROPERTY AND EXISTING R/W LINE  
REQUIRED R/W LINE  
CONSTRUCTION LIMITS  
EASEMENT FOR CONSTR  
& MAINTENANCE OF SLOPES  
EASEMENT FOR CONSTR OF SLOPES  
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA

END LIMIT OF ACCESS.....ELA

LIMIT OF ACCESS

REQ'D R/W & LIMIT OF ACCESS

ORANGE BARRIER FENCE

ESA - ENV. SENSITIVE AREA

(SEE ERIT TABLE)

DRP

5074 BRISTOL INDUSTRIAL WAY  
SUITE A  
BURLINGTON, GEORGIA 30018  
(770) 271-2000 / (770) 271-4078 FAX  
www.drpengineering.com

DRP Engineering, Inc.

SCALE IN FEET

0 20 40 80

REVISION DATES

NO.	DATE	DESCRIPTION

RIGHT OF WAY MAP  
BARNWELL ROAD AT JONES BRIDGE ROAD  
ENHANCED SIDEWALK &  
INTERSECTION IMPROVEMENTS

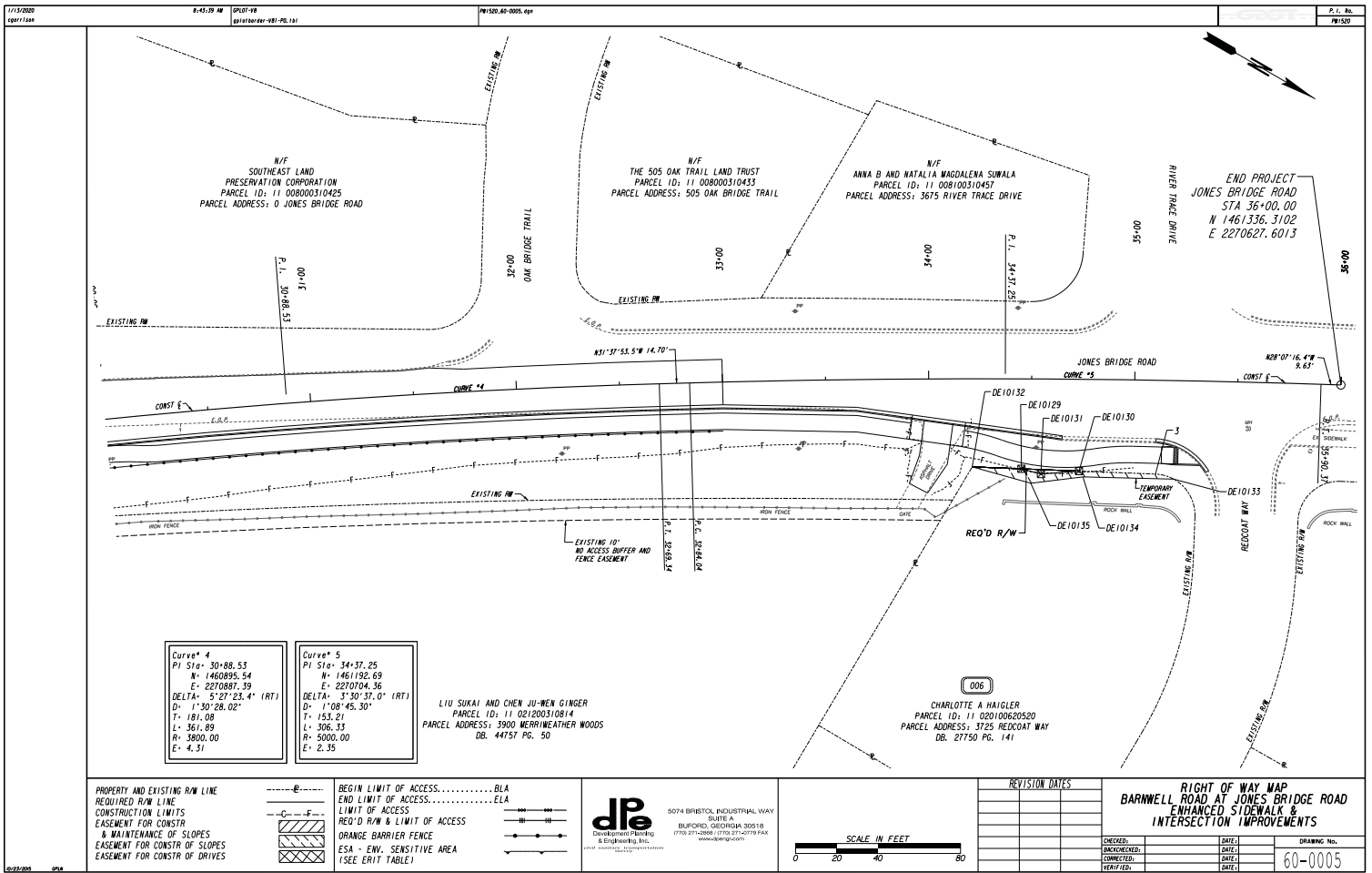
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ARCHITECTED:  
CORRECTED:  
REVIEWED:

DATE:  
DATE:  
DATE:  
DATE:

DRAWING NO.

60-0002

230



CHARLOTTE A HAIGLER  
SEE SHEET 0005

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PNT	OFFSET	STATION	ALIGNMENT
DE10132	42.70 R	34+21.09	BARNWELL ROAD
DE10139	43.61 R	34+45.18	BARNWELL ROAD
DE10131	46.09 R	34+54.72	BARNWELL ROAD
DE10134	44.52 R	34+71.56	BARNWELL ROAD
3	45.49 R	35+10.79	BARNWELL ROAD
ARC LENGTH = 9.24			
CHORD BEAR = R 143°33'44.3" W			
LCHD CHORD = 9.16			
RADIUS = 19.91			
DEGREE = 27°47'18.3"			
DE10137	42.77 R	35+19.75	BARNWELL ROAD
DE10134	47.33 R	34+75.30	BARNWELL ROAD
DE10135	50.60 R	34+49.79	BARNWELL ROAD
DE10132	42.70 R	34+21.09	BARNWELL ROAD
READ EAST AREA = 288.51			
READ EAST AREA = 0.007 ACRES			

REQD R/W - PAR 006 / SV 006      REQ'D R/W    DE27

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10129	43.61 R 27.95	N 34°45.18 W 27°45'04.0" W	BARNWELL ROAD
DE10130	44.54 S 18.54	S 34°73.36 S 34°26'13.0" E	BARNWELL ROAD
DE10131	46.09 R 9.78	S 34°54.72 S 14°59'39.1" E	BARNWELL ROAD
DE10129	43.61 R 30.16 SF	N 34°45.18	BARNWELL ROAD
REGD R/W	0.001	ACRES	

PROPERTY AND EXISTING R/W LINE  
REQUIRED R/W LINE  
CONSTRUCTION LIMITS  
EASEMENT FOR CONSTR  
& MAINTENANCE OF SLOPES  
EASEMENT FOR CONSTR OF SLOPES  
EASEMENT FOR CONSTR OF DRIVES

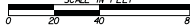
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 -----C-----F-----  
 [Hatched Box]  
 [Hatched Box]  
 [Cross-hatched Box]

BEGIN LIMIT OF ACCESS.....	BLA
END LIMIT OF ACCESS.....	ELA
LIMIT OF ACCESS	-
REQ'D R/W & LIMIT OF ACCESS	-
ORANGE BARRIER FENCE	-
ESA - ENV. SENSITIVE AREA	-
(SEE ERIT TABLE)	



5074 BRISTOL INDUSTRIAL WAY  
SUITE A  
BUFORD, GEORGIA 30518  
(770) 271-2888 / (770) 271-0779 FAX  
[www.dpengr.com](http://www.dpengr.com)

SCALE IN FEET



REVISION DATES


RIGHT OF WAY MAP  
BARNWELL ROAD AT JONES BRIDGE ROAD  
ENHANCED SIDEWALK &  
INTERSECTION IMPROVEMENTS

CHECKED:
BACKCHECK
CONNECTED
VERIFIED

DATE:		DRAWING No. 60-0006
DATE:		
DATE:		
DATE:		



**EXHIBIT B**

**COST PROPOSAL**

Release by: BidNet Opened by: Neil Trust

Code	Description	UOM	QTY	Group Name	Triscapes	
					Price	Total Cost
150-1000	TRAFFIC CONTROL	LS	1	Roadway	\$19,440.00	\$19,440.00
210-0100	GRADING COMPLETE	LS	1	Roadway	\$167,204.81	\$167,204.81
310-1101	GR AGGR BASE CRS, INCL MATL	TN	1500	Roadway	\$35.63	\$53,445.00
318-3000	AGGR SURF CRS	TN	100	Roadway	\$35.63	\$3,563.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	600	Roadway	\$143.40	\$86,040.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1100	Roadway	\$143.40	\$157,740.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	350	Roadway	\$138.60	\$48,510.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	175	Roadway	\$140.40	\$24,570.00
413-0750	TACK COAT	GL	1000	Roadway	\$6.30	\$6,300.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	11000	Roadway	\$5.83	\$64,130.00
441-0016	DRIVEWAY CONCRETE, 6 IN TK	SY	40	Roadway	\$70.88	\$2,835.20
441-0104	CONC SIDEWALK, 4 IN	SY	2600	Roadway	\$44.74	\$116,324.00
441-4020	CONC VALLEY GUTTER, 6 IN	SY	40	Roadway	\$68.36	\$2,734.40
441-0748	CONCRETE MEDIAN, 6 IN	SY	110	Roadway	\$68.36	\$7,519.60
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	3200	Roadway	\$15.48	\$49,536.00
446-1100	PVMT REINF FABRIC STRIPS, TP2, 18 INCH WIDTH	LF	1200	#VALUE!	\$12.00	\$14,400.00
515-2015	DECORATIVE HANDRAIL - SPEC DESIGN	LF	600	Roadway	\$84.00	\$50,400.00
500-3201	CLASS B CONCRETE, RETAINING WALL	CY	30	Roadway	\$543.75	\$16,312.50
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	CY	20	Roadway	\$468.75	\$9,375.00
607-3000	STONE FACING	SF	700	Roadway	\$21.11	\$14,777.00
610-0306	REM METAL GATE -	EA	1	Roadway	\$750.00	\$750.00
611-4997	RESET METAL GATE -	EA	1	Roadway	\$750.00	\$750.00
641-1100	GUARDRAIL, TP T	LF	250	Roadway	\$91.50	\$22,875.00
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	EA	2	Roadway	\$4,058.40	\$8,116.80
441-0303	CONC SPILLWAY, TP 3	EA	1	Drainage	\$2,156.25	\$2,156.25
500-3800	CLASS A CONCRETE, INCL REINF STEEL	CY	2	Drainage	\$1,012.50	\$2,025.00
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10 FT	LF	450	Drainage	\$35.40	\$15,930.00
550-4218	FLARED END SECTION 18 IN, STORM DRAIN, 4:1 SLOPE	EA	2	Drainage	\$1,359.38	\$2,718.76
573-2006	UNDDR PIPE INCL DRAINAGE AGGR, 6 IN	LF	120	Drainage	\$30.00	\$3,600.00
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	SY	10	Drainage	\$101.25	\$1,012.50
603-7000	PLASTIC FILTER FABRIC	SY	10	Drainage	\$33.75	\$337.50
668-1100	CATCH BASIN, GP 1	EA	6	Drainage	\$2,625.00	\$15,750.00
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	LF	10	Drainage	\$450.00	\$4,500.00
610-9001	REM SIGN	EA	6	Signing and Marking	\$180.00	\$1,080.00
611-5360	RESET HIGHWAY SIGN	EA	1	Signing and Marking	\$180.00	\$180.00
611-5551	RESET SIGN	EA	6	Signing and Marking	\$180.00	\$1,080.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING TP 9	SF	15	Signing and Marking	\$36.00	\$540.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	80	Signing and Marking	\$36.00	\$2,880.00
636-2070	GALV STEEL POSTS, TP 7	LF	160	Signing and Marking	\$18.00	\$2,880.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	15	Signing and Marking	\$98.40	\$1,476.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	5500	Signing and Marking	\$0.80	\$4,400.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	6700	Signing and Marking	\$0.80	\$5,360.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	150	Signing and Marking	\$5.83	\$874.50
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	2000	Signing and Marking	\$2.74	\$5,480.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	LF	375	Signing and Marking	\$3.60	\$1,350.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	510	Signing and Marking	\$8.23	\$4,197.30
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	450	Signing and Marking	\$8.23	\$3,703.50
654-1001	RAISED PVMT MARKERS TP 1	EA	200	Signing and Marking	\$5.70	\$1,140.00
654-1002	RAISED PVMT MARKERS TP 2	EA	400	Signing and Marking	\$6.00	\$2,400.00
654-1003	RAISED PVMT MARKERS TP 3	EA	50	Signing and Marking	\$6.00	\$300.00
163-0232	TEMPORARY GRASSING	AC	3	Erosion Control	\$1,140.00	\$3,420.00
163-0240	MULCH	TN	15	Erosion Control	\$360.00	\$5,400.00
163-0300	CONSTRUCTION EXIT	EA	3	Erosion Control	\$2,156.25	\$6,468.75
163-0527	CONSTR AND REM RIP RAP CHECK DAMS, STONE PLAN RIP RAP/SAND BAGS	EA	8	Erosion Control	\$360.00	\$2,880.00
163-0528	CONSTR AND REM FAB CHECK DAM - TP C	LF	400	Erosion Control	\$7.20	\$2,880.00
163-0542	CONSTR AND REMOVE STONE FILTER RING	EA	1	Erosion Control	\$420.00	\$420.00
163-0550	CONSTR AND REMOVE INLET SEDIMENT TRAP	EA	6	Erosion Control	\$264.00	\$1,584.00
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	420	Erosion Control	\$3.60	\$1,512.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	2	Erosion Control	\$360.00	\$720.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	6	Erosion Control	\$90.00	\$540.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	1400	Erosion Control	\$1.20	\$1,680.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	700	Erosion Control	\$1.80	\$1,260.00
165-0111	MAINTENANCE OF STONE FILTER RING	EA	1	Erosion Control	\$180.00	\$180.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	4	Erosion Control	\$510.00	\$2,040.00
167-1500	WATER QUALITY INSPECTIONS	MTH	15	Erosion Control	\$510.00	\$7,650.00
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	1400	Erosion Control	\$1.38	\$1,932.00
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	700	Erosion Control	\$2.58	\$1,806.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	2500	Erosion Control	\$1.86	\$4,650.00
700-9300	SOD	SY	3000	Erosion Control	\$4.80	\$14,400.00
700-7000	AGRICULTURAL LIME	TN	5	Erosion Control	\$594.00	\$2,970.00
700-8000	FERTILIZER MIXED GRADE	TN	2	Erosion Control	\$1,074.00	\$2,148.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	120	Erosion Control	\$1.80	\$216.00
711-0200	TURF REINFORCING MATTING, TP 2	SY	800	Erosion Control	\$2.98	\$2,384.00
716-2000	EROSION CONTROL MATS SLOPES	SY	650	Erosion Control	\$1.80	\$1,170.00
					<b>Total</b>	<b>\$1,105,310.37</b>
					<b>Rank</b>	<b>1</b>

**EXHIBIT C**

**IMMIGRATION & SECURITY FORM / REQUIRED DOCUMENTS**

## CITY OF JOHNS CREEK

### PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Invitation to Bid (ITB) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the ITB.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Johns Creek, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Johns Creek.

It is understood and agreed that we have read the City's specifications shown or referenced in the ITB and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Johns Creek reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this proposal shall be valid and held open for a period of Seventy Five (75) days from proposal opening date.

### PROPOSAL SIGNATURE AND CERTIFICATION (Offeror to sign and return with proposal)

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

Authorized Signature  Date 02/11/2020

Print/Type Name Rebecca Martin

Print/Type Company Name Here Tri Scapes, Inc.

**Purchasing Division**



# CITY OF JOHNS CREEK

## DISCLOSURE FORM

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

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

Name of Offeror Tri Scapes, Inc.

Name and the official position of the Johns Creek Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.) *Offeror(s) will list N/A-Not Applicable to the fields below, if applies:*

None

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

Amount/Value

Description

None

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Johns Creek and your relation:

None

Purchasing Division

## IMMIGRATION AND SECURITY FORM

### CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Johns Creek has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The [Contractor] further certifies that at the time of the execution of this contract, the [Contractor] employs 78 employees.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time the subcontractor(s) is retained to perform such service.

123689

EEV / Basic Pilot Program\* User Identification Number

Rebecca Martin  
BY: Authorized Officer or Agent

(Contractor Name)

President/CFO

02/11/2020

Date

Title of Authorized Officer or Agent of Contractor

Rebecca Martin

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 11th DAY OF February 2020

Mitzi J Chambers  
Notary Public

My Commission Expires: 7-19-20



\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**Purchasing Division**



**O.C.G.A. § 50-36-1(e)(2) Affidavit**  
**Verifying Lawful Presence in the United States**  
(Individual submitting proposal on behalf of firm or individual)

By executing this affidavit under oath, as an applicant for a(n) Bid Proposal, as referenced in O.C.G.A. § 50-36-1, from the City of Johns Creek, a municipal corporation of the State of Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

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

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

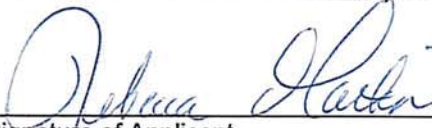
The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

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

Georgia Driver's License

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

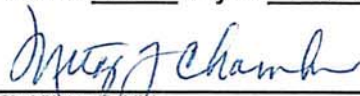
Executed in Alpharetta (city), Georgia (state).

  
\_\_\_\_\_  
Signature of Applicant

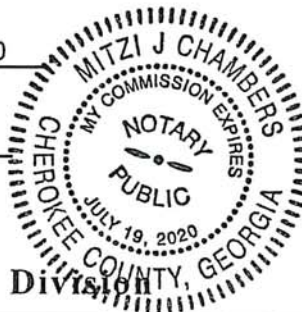
Rebecca Martin, President|CFO  
Printed Name of Applicant and Title

Subscribed and sworn to before me on

this the 11th day of February, 2020

  
\_\_\_\_\_  
(Clerk/Notary Public)

My commission expires: 7-19-20



**Purchasing Division**



## CERTIFICATION ON SPONSER

### DRUG-FREE WORKPLACE

I hereby certify I am a principle and duly authorized representative of  
Tri Scapes, Inc., ("Contractor"), whose address is  
1595 Peachtree Parkway, Suite 204-396, Cumming, Georgia 30041  
\_\_\_\_\_, and I further certify that:

(1) The Provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from the Subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, Tri Scapes, Inc. certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The Undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

**CONTRACTOR**

Date: 02/11/2020

Signature: \_\_\_\_\_



Print Name: Rebecca Martin

Title: President | CFO

**Purchasing Division**



## LIST OF SUBCONTRACTORS

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

SUBCONTRACTOR	WORK TO BE PERFORMED	% OF THE WORK
Lori's Transportation and Excavation	Asphalt Paving	30%
MTZ Construction, LLC	Retaining Walls	1%
Martin Robbins Fence Company	Guardrail	2%
The Erosion Company	Erosion Control	4%
Highway Services, Inc.	Striping and signage	3%

Company Name: Tri Scapes, Inc.

- City of Johns Creek requires 51% participation by the Prime Contractor on all projects.
- Prime Contractor required to submit E-verify affidavit's for each Subcontractor performing services. Subcontractor Affidavit OCGA 13-10-91 form.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

(Name of Contractor) Tri Scapes, Inc.

(Address of Contractor) at 1595 Peachtree Pkwy #204-396, Cumming GA 30041

(Corporation, Partnership and or Individual) hereinafter called Principal, and \_\_\_\_\_

Hartford Fire Insurance Company

(Name of Surety)

One Hartford PLaza, Hartford, Connecticut 06155

(Address of Surety)

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

City of Johns Creek Georgia

(Name of Obligee)

10700 Abbotts Bridge Rd., Suite 190, Johns Creek, Georgia 30097

(Address of Obligee)

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

WHEREAS, the Principal is about to submit, or has submitted, to the City of Johns Creek, Georgia, a proposal for furnishing materials, labor and equipment for:

**Barnwell Jones Bridge Improvements**

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

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

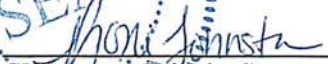
PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And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

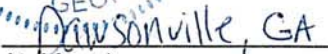
Signed, sealed, and dated this 11th day of February A.D., 2020

ATTEST:

  
\_\_\_\_\_  
(Principal Secretary)

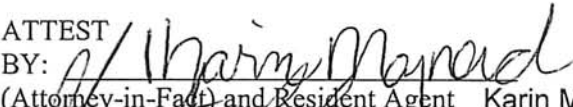
(SEAL)

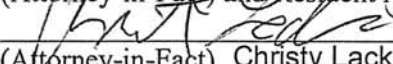
  
\_\_\_\_\_  
(Witness to Principal)

  
\_\_\_\_\_  
(Address)

(Surety)

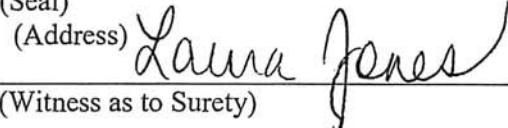
ATTEST

BY:   
\_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent Karin Maynard

  
\_\_\_\_\_  
(Attorney-in-Fact) Christy Lackey

(Seal)

(Address)

  
\_\_\_\_\_  
(Witness as to Surety)

1100 Circle 75 Pkwy, Atlanta GA 30339  
(Address)

Tri-Scapes, Inc.

(Principal)

BY:   
\_\_\_\_\_  
Rebecca Martin, President/CFO

1595 Peachtree Pkwy #204-396, Cumming GA 30041  
(Address)



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: POINTENTORTH INSURANCE GROUP LLC

Agency Code: 20-262197

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut  
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana  
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut  
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut  
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana  
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois  
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana  
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Marilyn Brown, Keith H. Dillon, Christy Lackey, John Langsfeld, Fred R. Mitchell, William H. Skeeles, Rita L. Smith, Carolyn F. Smith of ATLANTA, Georgia

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of  
Signed and sealed at the City of Hartford.

2-11-2020



*Kevin Heckman*

Kevin Heckman, Assistant Vice President



# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Tri Scapes, Inc.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>		
	5 Address (number, street, and apt. or suite no.) See instructions. <b>1595 Peachtree Parkway, Suite 204-396</b>	Requester's name and address (optional)	
6 City, state, and ZIP code <b>Cumming, Georgia 30041</b>			
7 List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-				-		
or									
Employer identification number									
5	8		-	2	0	7	7	6	1 5

## Part II Certification

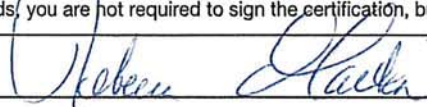
Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►



Date ► 02/11/2020

## General Instructions

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

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

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2019

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

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

<b>PRODUCER</b> PointeNorth Insurance Group, LLC PO Box 724728  Atlanta GA 31139		<b>CONTACT NAME:</b> Stephanie Smith, CISR <b>PHONE (A/C, No, Ext):</b> (770) 858-7540 <b>FAX (A/C, No):</b> (770) 858-7545 <b>E-MAIL ADDRESS:</b> ssmith@pointenorthins.com	
<b>INSURED</b>  Tri Scapes, Inc. 1595 Peachtree Parkway, Suite 204-396  Cumming GA 30041		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Grange Mutual Ins Co <b>INSURER B:</b> Accident Fund Ins. Co of America <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 19/20 Pkg & WC**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	CPP2771706	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices \$ 50,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA 2771709	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP2771712	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Follows Form \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WCV6168314	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Installation Floater			CPP2771706	12/01/2019	12/01/2020	Limit 35,000 Limit 100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)Project: ITB #19-318  
KIMBALL BRIDGE TRAIL LANDSCAPING

\* to be corrected & submitted with final bonds upon Award.

**CERTIFICATE HOLDER****CANCELLATION**The City of Johns Creek, Georgia  
11360 Lakefield Drive

Johns Creek

GA 30097

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

AUTHORIZED REPRESENTATIVE

246

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## Additional Named Insureds

### Other Named Insureds

1595 PEACHTREE PKWY

Insured Multiple Names

M&M INVESTMENTS LLC

Insured Multiple Names

QR MARTIN

Insured Multiple Names





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

August 5, 2019

**CERTIFICATE OF QUALIFICATION**  
**Vendor ID: 2TR550**

Tri Scapes, Inc.  
1595 Peachtree Parkway  
Cumming, GA 30041

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

**MAXIMUM CAPACITY RATING:** \$39,200,000  
**CERTIFICATE EXPIRES:** July 31, 2021  
**PRIMARY WORK CLASS/CODE:** 702  
**SECONDARY WORK CLASS(ES)/CODE(S):** 163, 201, 441, 700

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

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

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

Sincerely,

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

MM:ASB



## Questions & Answers - 1

**Project** 20-042 - Barnwell/Jones Bridge Improvements - Barnwell Elementary School to Redcoat Way  
**Buying Organization** The City of Johns Creek

No	Question/Answer	Question Date
Q1	<p><b>Question: Milling/Paving</b>  How long does the contractor have to cover milled surfaces with asphalt?</p> <p><b>Answer:</b> The contractor has 1 week to cover milled surfaces with asphalt</p>	01/28/2020
Q2	<p><b>Question: Asphalt Work</b>  Is City allowing night time milling and overlay work?</p> <p><b>Answer:</b> The City does not permit night time milling and overlay work.</p>	01/31/2020
Q3	<p><b>Question: Pre-bid Meeting 1.29.2020</b>  Question 1 from Prebid meeting:  How long does the contractor have to cover milled surfaces with asphalt?</p> <p><b>Answer:</b> The city will require contractors to cover milled surfaces within a week of milling.</p>	01/31/2020
Q4	<p><b>Question: Pre-bid Meeting 1.29.2020</b>  Statement from Pre-bid meeting: Comments regarding the plans displaying the T-Beam guardrail extending to the backside of the Type 12A guardrail anchor  Bid plans as shown. You can't have anything on the backside. Can't change the back.</p> <p><b>Answer:</b> Revisions to guardrail layouts will be coordinated with the selected contractor.</p>	01/31/2020
Q5	<p><b>Question: Pre-bid Meeting 1.29.2020</b>  What are the restriction dates for Barnwell Elementary School construction?</p> <p><b>Answer:</b> The Contractor will not begin work with the Barnwell Elementary School property until June 1st and must be off the property by August 1st, 2020.</p>	01/31/2020
Q6	<p><b>Question: Pre-bid Meeting 1.29.2020</b>  When do you expect to start project?</p> <p><b>Answer:</b> NTP expected mid-March.</p>	01/31/2020

## Questions & Answers - 2

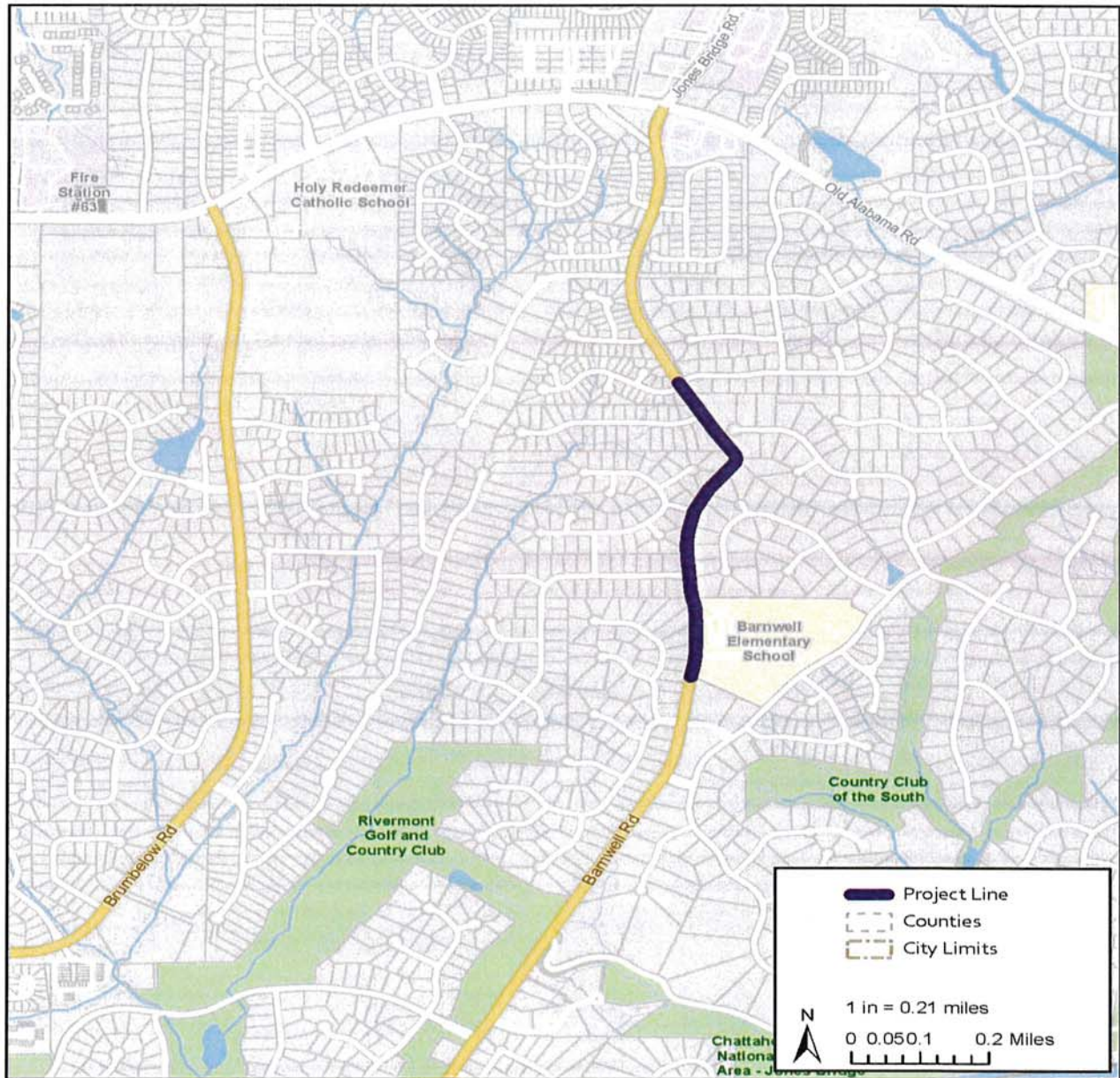
**Project** 20-042 - Barnwell/Jones Bridge Improvements - Barnwell Elementary School to Redcoat Way  
**Buying Organization** The City of Johns Creek

No	Question/Answer	Question Date
Q7	<p><b>Question: Retaining Wall</b>  Please provide Gravity Type Retaining Wall Envelope drawing.</p> <p><b>Answer:</b> Please refer to plan sheets and cross sections. The wall height is less than 5 ft.</p>	02/03/2020
Q8	<p><b>Question: Duration for WECS</b>  The construction duration is specified as 300 days but the WECS Bid Item has 15 months set up. Shouldn't the WECS Bid Item be for 10 Months?</p> <p><b>Answer:</b> Bid plans as shown.</p>	02/04/2020
Q9	<p><b>Question: Curb Painting</b>  Note 25 on Dwg 04-0001 mentions painting curbs red. Which curb on the project should be painted red? We did not see it called out anywhere in the drawings.</p> <p><b>Answer:</b> Please see sheet 26-0001A for curb painting callouts.</p>	02/04/2020
Q10	<p><b>Question: Incidental Work for Parking Lot</b>  Page 7 of the proposal mentions that the work in the Barnwell Elementary School parking lot is incidental. However, there are bid items for moving the gate. Is the new curb in the parking lot incidental or measured for payment?</p> <p><b>Answer:</b> The new curb for the parking lot is included in the curb quantities provided. Any additional work required for the parking lot that is not listed in the bid items is considered incidental and will be the responsibility of the contractor.</p>	02/04/2020

**EXHIBIT D**  
**LOCATION MAP**

## EXHIBIT D. LOCATION MAP

### BARNWELL/JONES BRIDGE IMPROVEMENTS FROM BARNWELL ELEMENTARY SCHOOL TO REDCOAT WAY





Lowe Engineers

Construction Management/Inspection Scope, Materials Testing, Drone Footage Fee 01.31.2020

RFQ #15-216-1 – Barnwell/Jones Bridge Improvements Project

Based on Plans prepared by  
DPE, Inc. dated 12.20.2019

Lowe will provide Construction Engineering and Inspection (CEI) Services to assist the City. Our Core Team will manage administration, construction engineering, inspection, and management of materials sampling and testing necessary to ensure construction and payment in accordance with City codes, standards, and procedures. Our construction management services will include, as the City elects, the following major components discussed below:

Key Tasks/Milestones/Deliverables: Below are the key areas of responsibilities required for this project.

1. Bidding Process / Contract Award / Issuance of NTP - By City of Johns Creek (the City) ongoing.
2. Pre-Construction Meeting - It is our understanding that the bidding is currently in progress and that the City anticipates project award by early 2<sup>nd</sup> Quarter this year. Upon approval of the contractor, Lowe will conduct a pre-construction meeting with the City, the contractor, the materials testing company, utilities, and any special affected interests. Additional utility coordination meetings will be set up to coordinate the schedule and to identify and resolve conflicts. Subsequent meetings with utilities and the contractor will be held throughout the construction duration as well as day to day conflict resolution (up to 15 meetings total).
3. Public Notification/Coordination with Property owners - Lowe will work with the City to provide status updates on a weekly basis. Lowe and the contractor will communicate and coordinate with all affected property owners, especially in the event of temporary driveway closures, and temporary lane closures.
4. Reporting - Lowe will maintain a complete and accurate record of events associated with the project and will provide hard copies and/or electronic files to the City as required. Included in the standard reporting are: > Daily reports > Material Testing reports > Approved Submittal packages > Digital photos before/during/after construction, including monthly drone footage > Meeting minutes > Schedules and updates > Change order requests > Punch list items and progress > Final close out and as-built files (generated by the GC).

5. Construction Management and Inspection – The Construction Management team will include an overall Project Manager that will coordinate all activities and serve as the day to day contact with the City. The staff will be augmented with additional personnel as necessary for total coverage of construction. Each of the staff assigned to the project has experience in both construction management as well as daily inspection and/or project monitoring responsibilities. We anticipate having our field technician on-site 4 days per week and will be available my phone during normal business hours, Monday through Friday.
6. Utility Coordination—Based on the utility conflicts observed on the project documents, the CM team anticipates that construction activity by the sidewalk contractor should be able to begin concurrent with utility coordination and re-location. The Lowe CM Team will coordinate a Major Projects Meeting with all affected utilities to occur within 10 business days of issuance of NTP from the Owner.
7. Materials Testing Services - Our proposal includes a **\$22,000 allowance** for Materials testing services which have been budgeted per the assumptions noted in the Nova Engineering proposal dated 1.21.2020.

The final cost for materials testing services is dependent on the actual work schedule as it occurs; therefore, it is not possible to develop a cost estimate that is 100% accurate. Additionally, there are events that can result in additional costs above the recommended budget and scope of services provided. Such events can include:

1. Subsurface conditions different than those expected or encountered during the geotechnical exploration.
  2. Retesting and/or re-observations of previous inspections previously found deficient.
  3. Evaluating unsuitable soil conditions and/or groundwater concerns.
  4. Re-evaluating unstable soil conditions resulting from exposure to inclement weather and/or excessive construction traffic.
  5. Site and/or other meetings requested by design or construction team.
  6. Services provided prior to 7:00 am or after 5:00 pm Monday through Friday, and on Saturdays, Sundays, or holidays.
  7. Construction activities needing our services beyond the estimated time frames within the attached cost estimate.
8. Change Orders – Lowe will analyze all contractor claims for changes and aid in negotiation of prices as necessary. Lowe will use a combination of designer and contractor resources in this effort. If additional items, funding, or contract time are requested, Lowe will prepare a detailed recommendation for acceptance / rejection. If changes involve quantities only, with no additional scope items, funding or time required, Lowe will render a decision which will be thoroughly documented to the City project files.

9. Payment Request Review – Monthly Payment applications from the contractor will be reviewed and recommended for payment to the City on a monthly basis, including a preliminary “Pencil App” walk with the contractor prior to submission of the formal Pay Request. Lowe will perform an assessment of payment vs % complete for each monthly payment. The assessment will also serve to project the rate of use of each line item against the total contract amount.
10. Final Punch List - Once the contractor has reached Substantial Completion of the Work, The City will be invited to attend a final punch list field review. Additionally, the City will be notified at any point during the construction should the need arise for their review and approval of installations or modifications to the plans.

**Fee Proposal:**

<b>Task 1 – CEI Services (Drone imagery included)</b>	<b>\$83,340.50</b>
<b>Task 2 – Material Testing Allowance</b>	<b><u>\$22,000.00</u></b>
<b>Total Fee*</b>	<b>\$105,340.50</b>

**Conditions and Disclaimers:**

1. Our proposal includes Lowe filing NOI, issuing 7-day letter and filing NOT upon successful completion of the Work.
2. Our proposal is based on an overall construction duration of 180 days. If construction exceeds this, we reserve the right to negotiate add-service agreements subject to our contract hourly rates.
3. Additional meetings in excess of those listed in this proposal are excluded.