

Mayor

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**Council**

Mayor Pro Tem Antonio

Jones

Madelyn Orochena

Tracey Viars

Pat Ferris

Anthony Gutierrez

City Council Work Session**Meeting Agenda**

July 8, 2024 6:30 PM

Council Chambers

(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)

Livestream: <https://www.facebook.com/CityofKennesaw/>

1. Invocation**2. Pledge of Allegiance****3. Call to Order****4. Announcements**

- A. If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record. **Facebook Live is not monitored for public comment.**

5. Presentations**6. Public Comment/Business from the Floor****7. Old Business****8. New Business****9. Committee and Board Reports****10. Public Hearing(s)****11. Consent Agenda**

A. **Minutes: July 1, 2024 Regular Meeting**

Approval of the July 1, 2024, City Council regular meeting minutes.

12. General and Administrative

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

A. Resolution: 2024 Pipe Rehabilitation Project

Consideration for approval of a Resolution to award the bid and contract for the 2024 Pipe Rehabilitation Project

B. Resolution: City Hall Roof Top Unit (RTU) Replacement

Consideration for approval of a resolution to award the bid and contract for the City Hall RTU Replacement

C. DISCUSSION ONLY: Update on Cherokee Street Quiet Crossing

D. DISCUSSION ONLY: Public Safety Facility Update

16. Recreation and Culture

17. Community Development

18. Public Comment/Business from the Floor

19. City Manager's Report

A. Reports, Discussions, and Updates

20. Mayor's Report

A. Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

21. Council Reports & Discussions

22. Executive Session

Pursuant to the provisions of O.C.G.A 50-14-3, the City Council could, at any time during the meeting, vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney; and/or personnel matters; and/or real estate matters.

23. Adjourn

**MINUTES OF CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)**

Livestream: <https://www.facebook.com/CityofKennesaw/>

July 1, 2024

6:30 PM

Present	Mayor Derek Easterling Mayor Pro Tem Antonio Jones Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Pat Ferris Councilmember Anthony Gutierrez City Clerk Lea Alvarez City Manager Jeff Drobney City Attorney Randall Bentley, Sr.
---------	---

1. Invocation

City Attorney Randall Bentley, Sr. led the Invocation.

2. Pledge of Allegiance

Mayor Easterling led the Pledge of Allegiance.

3. Call to Order

Mayor Easterling called the meeting to order at 6:30 p.m.

4. Announcements

- A. If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record. **Facebook Live is not monitored for public comment.**

5. Presentations

6. Public Comment/Business from the Floor

6:32 p.m. Floor Open for Public Comments

No comments.

6:33 p.m. Floor Closed for Public Comments

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

11. Consent Agenda

A. Minutes: June 10, 2024 Work Session

Approval of the June 10, 2024, City Council work session minutes.

B. Minutes: June 17, 2024 Regular Meeting

Approval of the June 17, 2024, City Council regular meeting minutes.

Motion by Councilmember Viars to approve the Consent Agenda engross. Seconded by Mayor Pro Tem Jones.

Vote taken, motion unanimously approved 5-0. Motion passed.

12. General and Administrative

A. Alcohol License: Joe's Up Top

Consideration for approval of an Alcohol License for Beer, Wine, Liquor, and Sunday Sales for Joe's Up Top LLC d/b/a Joe's Up Top located at 3900 Legacy Park Blvd Suite B100 Kennesaw, GA 30144.

Business License Manager LaMaya Edmonds presented an alcohol license for Beer, Wine, Liquor and Sunday Sales for Joe's Up Top, LLC d/b/a Joe's Up Top located at 3900 Legacy Park Boulevard, Suite B100. The applicant has completed the full license application and the required workshops. Ms. Edmonds shared that signs have been posted at the location, and the license has been properly advertised.

Mayor Easterling mentioned that the business would be where Bar North was located, to which Ms. Edmonds responded he was correct.

Motion by Councilmember Ferris to approve an alcohol license for Beer, Wine, Liquor and Sunday Sales for Joe's Up Top, LLC d/b/a Joe's Up Top located at 3900 Legacy Park Boulevard, Suite B100 as presented. Seconded by Councilmember Orochena.

Vote taken, motion unanimously approved 5-0. Motion passed.

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

16. Recreation and Culture

A. Resolution: Terry Lane Playground Expansion

Consideration for approval of a Resolution authorizing the Mayor to execute an agreement with GameTime, Inc. for the installation of playground equipment at Terry Lane Park.

Parks and Recreation Director Bill McNair presented a resolution authorizing the Mayor to execute an agreement with GameTime, Inc. for the installation of playground equipment at Terry Lane Park. Mr. McNair mentioned that this installation would expand the park to 2,750 square feet and will include new swings, a climbing dome, and a new spinner.

Motion by Mayor Pro Tem Jones to approve [RESOLUTION NO. 2024-31, 2024](#), authorizing the Mayor to execute an agreement with GameTime, Inc. for the installation of playground equipment at Terry Lane Park as presented. Seconded by Councilmember Gutierrez.

Councilmember Ferris is glad to see the expansion. He asked Mr. McNair if the city has a plan in place for additional improvements to the other pocket parks. Mr. McNair said yes. Since he has been here, Parks and Recreation has covered most of the pocket parks. There are plans to expand Kennesaw Station and Adams Park.

Vote taken, motion unanimously approved 5-0. Motion passed.

17. Community Development

18. Public Comment/Business from the Floor

6:37 p.m. Floor Open for Public Comments

ANDREW BRAMLETT [City Resident]: Mr. Bramlett shared the respective histories of some of Kennesaw's lakes, including Wooten Lake and Bozeman Lake [See **Exhibit A**].

MARTY HUGHES [Assistant City Manager]: Mr. Hughes read an email sent to kennesawcouncil@kennesaw-ga.gov from Brittany Haugen regarding speeding concerns on North Main Street [See **Exhibit B**].

6:39 p.m. Floor Closed for Public Comments

19. City Manager's Report

A. Reports, Discussions, and Updates

Assistant City Manager Marty Hughes did not have any reports or updates to provide.

20. Mayor's Report

A. Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations,

and to create or dissolve boards and commissions, as deemed necessary.

21. Council Reports & Discussions

Councilmember Gutierrez shared it was a hectic week as his fiancé will be moving in soon, and he has been working on a ton of home projects to prepare.

Councilmember Ferris is looking forward to Salute to America. He said it will be hot, so bring water! Fireworks start at 9:30 p.m.

Mayor Pro Tem Jones praised the Kennesaw Police Department and its officers' professionalism. He asked for the community to keep Davis McCollum's family in their prayers as he recently passed away.

Councilmember Orochena had a wonderful time at the Georgia Municipal Association's annual conference in Savannah. She learned a lot and is grateful for the opportunity to get additional training.

Councilmember Viars is excited about Salute to America and the second event at our new amphitheater.

22. Executive Session

Pursuant to the provisions of O.C.G.A 50-14-3, the City Council could, at any time during the meeting, vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney; and/or personnel matters; and/or real estate matters.

23. Adjourn

Mayor Easterling adjourned the meeting at 6:45 p.m. The next regularly scheduled meeting will be held Monday, July 8, 2024, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend or view via Facebook Live.

Lea Alvarez, City Clerk

KENNESAW HISTORY

Kennesaw Lakes

Children on Wooten Lake

c. 1947



Since the weather has been so hot recently, I wanted to focus today on several lakes around Kennesaw. All are just outside of our city limits. The first is Wooten Lake, which I have covered before. The lake is named after Elmon Wooten, a farmer who built it back in 1946. He also owned a grocery store downtown in the building later home to the Whistle Stop Café.

Nearby Frey Lake takes its name from the family who farmed in the area that is now Pinetree Country Club and Kennesaw State University. Bozeman Lake was built by Joseph L. Bozeman Sr., the father of longtime resident and local historian Joe Bozeman. In 1957, the Bozeman's sold their land and lake to the county. Two years later, the Freys did the same. Using this land, the county worked on developing the Cobb County Recreation Area, a project that included improving the lakes. The development is now Pinetree Country Club.

Presented by Andrew J. Bramlett at the July 1, 2024,
City of Kennesaw Mayor & Council Meeting

Lea Alvarez

From: Brittany Haugen [REDACTED]
Sent: Monday, June 10, 2024 7:48 PM
To: kennesawcouncil
Subject: Fwd: Speeding on Main Street

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

Good afternoon,

My name is Brittany Haugen. I am a resident at 2990 N. Main St NW. My family and I absolutely love living in the city of Kennesaw and have been doing so most of our lives.

Along with many others, I have concerns with the speeding on Main Street. We have contacted the police multiple times, and usually see an increase in police activity on the street for a week or so, but then it slows down. We understand the police physically cannot be everywhere at once, so many of us were wondering what the city plans on doing about this issue. With the growth of our city comes more pedestrians and safety needs to be a priority.

In addition to being a resident, I, like most of neighbors, am also an involved community member. My sister and I walk through downtown with our children multiple times a week, to each other's houses, as well as friends' houses on Main Street. In addition, our neighbors walk their dogs, to Adams Park for games, to play at Swift Cantrell, to pick up their child at daycare, to dinner and ice cream downtown, etc. We have seen mailboxes get hit, many fender benders, a dog get hit, and cars flying through the city every couple minutes. I feel like we hear that things will be addressed but haven't heard plans for anything else. Are there any traffic calming plans in the works? The flashing pedestrian signs are great in their locations, but is it possible to extend them further down each side of Main Street? Can we do speed humps, paint the speed limit on the street, do a hanging flashing light?

Thank you for taking the time to read this. I hope we can all work together as a community to help with this safety issue. I appreciate all that every one of you do for our city!

Brittany Haugen

Get [Outlook for iOS](#)

Names and Addresses will be disclosed in the Permanent Minutes of the
City of Kennesaw

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

Mayor & Council Regular Meeting

7/1/2024

Public Comment Sign-in

	Name	Address	Topic
1	Andrew J. Brantlett	2990 Stonefield Ct., Kennesaw	Local History
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
19			



Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: July 8, 2024

TITLE: **Resolution: 2024 Pipe Rehabilitation Project**
Consideration for approval of a Resolution to award the bid and contract for the 2024 Pipe Rehabilitation Project

Summary:

Request for Bids were advertised to repair failing storm water pipes throughout the City. Three (3) bids were received, with Proshot Concrete, Inc. being the lowest bid in the amount of \$277,610.00.

Recommendation:

The Public Works Director recommends approval of bid and award of the contract to Proshot Concrete, Inc.

Fiscal Impact:

560.4320.54.142000.00000 Storm Water Construction & Improvement

Attachments:

1. RESOLUTION - 2024 Pipe Rehabilitation - Proshot
2. Attachment A CONTRACTOR AGREEMENT - Proshot Concrete - 2024
3. Proshot Bid
4. Bid Log

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2024-____, 2024

**RESOLUTION TO APPROVE BIDS AND AWARD CONTRACT TO PROSHOT
CONCRETE, INC. FOR 2024 PIPE REHABILITATION PROJECT**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW,
COBB COUNTY, GEORGIA, AS FOLLOWS:**

WHEREAS, the City solicited bids to engage a qualified and experienced Contractor to provide stormwater rehabilitation for storm pipes on Vintage Wood Way, Nuthatch Court, North Hampton Drive, Drayton Way and Sumit Wood Drive; and

WHEREAS, Three bids were received with Proshot Concrete, Inc. being the lowest responsive bid; and

WHEREAS, Proshot Concrete, Inc. has represented to the City they are experienced and qualified to perform the project; and

WHEREAS, Proshot Concrete, Inc. has offered to provide the required construction services for an amount of \$277,610.00.

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute a contract with Proshot Concrete, Inc. to perform described work as shown as Attachment A.

BE IT FURTHER RESOLVED this Resolution shall become effective from and after its adoption and execution by the mayor.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of July, 2024.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

CONTRACTOR AGREEMENT
CITY OF KENNESAW
2023 PIPE REHABILITATION PROJECT

This Agreement is executed this ____ day of July 2024, by and between the City of Kennesaw, a political subdivision of the State of Georgia, hereinafter referred to as the “City”, and Proshot Concrete Incorporated, hereinafter designated as the “Contractor.” The Contractor hereby agrees to deliver to and perform for the City, and the City agrees to pay for those items and services described in the special provisions to this Agreement, which are attached hereto as Exhibits “A” and by this reference made a part hereof. The parties hereby agree to each and every general condition and special provision contained herein as follows:

1. Adequate Personnel; Conditions.

The Contractor hereby warrants that it possesses adequate personnel, equipment, and financial strength to perform each and every obligation contained in the Agreement documents. The Contractor further warrants that it does not have preexisting business commitments, which would prevent it from successfully completing each and every term of this Agreement. Contractor warrants that it is professionally and fully qualified to act as the general contractor for the work designated herein and is and will remain licensed to practice engineering and architecture and general contracting by all public entities having jurisdiction over Contractor or the work designated herein.

2. Duration.

This Agreement shall be deemed in effect on the date of execution. Contractor shall commence performing the services herein described upon receipt of the letter to proceed delivered by the City. Contractor shall complete the services herein described within 60 days of issuance of Notice To Proceed, unless sooner terminated pursuant to the provisions contained herein.

3. Price.

The parties have stated the Contract Price in the special provisions attached hereto as Exhibit “A” and by this reference made a part hereof. The Contract Price for Exhibit “A” is two hundred seventy-seven thousand, six hundred ten dollars (\$277,610.00).

4. Time of Essence.

Time is of the essence for the completion of all work pursuant to this Agreement. It is hereby understood and mutually agreed by the parties that the beginning date, rate of progress, and time for completion of the work designated herein are essential conditions of this Agreement. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood that the time for completion of the work described herein is a reasonable time for the completion of the same.

5. Governing Law.

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this Agreement is executed in Cobb County, Georgia and that the Agreement is to be performed in the City of Kennesaw, Georgia. Each party hereby consents to the Cobb Superior Court's sole jurisdiction over any dispute, which arises as a result of the execution or performance of this Agreement, and each party hereto waives any and all objections to venue in the Cobb Superior Court.

6. Assignments.

The Contractor shall not assign or subcontract, in whole or on part, its rights, or obligations pursuant to this Agreement, or any moneys due or to become due hereunder, without the prior written consent of the City.

7. Modification.

This Agreement shall not be modified verbally. Any modification of the terms of this Agreement shall be reduced to writing and signed by the duly authorized representative of each party hereto.

8. Due Diligence.

The Contractor shall perform all authorized work pursuant to this Agreement promptly and diligently in a good, proper, and workmanlike manner in accordance with the terms of this Agreement.

9. Risk of Loss.

The Contractor shall be responsible for, and bear the expense of, any damage to or destruction of the goods and supplies furnished pursuant to this Agreement until such goods or supplies are delivered to, and accepted by, the City at 2529 J.O. Stephenson Avenue, Kennesaw, Cobb County, Georgia or such other destination as is indicated in the special provisions attached hereto.

10. Invoices.

The City shall have no obligation to pay for the materials furnished pursuant to this Agreement until the Contractor has submitted proper invoices or vouchers describing with specificity the nature of the supplies furnished, the quantity of supplies furnished, and a statement that the supplies are furnished free from any lien or encumbrance.

11. Taxes.

The Contractor shall pay all applicable taxes assessed against the supplies, which form the subject of this Agreement.

12. Permits and Licenses; Inspection; Tests.

The Contractor shall procure all permits and licenses or other authorization necessary, pay all charges and fees, and give all notices necessary and incidental to

the performance of the terms of this Agreement. Contractor has visited and inspected the work site and local conditions under which the work is to be performed and Contractor has performed such tests, if any, as are necessary to determine the conditions under which the work will be performed, and Contractor accepts the conditions of the work site and taken those conditions into account in entering into this Agreement.

13. Termination for Cause.

If the Contractor shall be adjudged as bankrupt, or if it shall make a general assignment for the benefit of its creditors, or if a receiver shall be appointed for the Contractor, or if it shall consistently or repeatedly refuse or fail to supply the products designated herein, or if it should refuse or fail to make payment to persons supplying labor or materials for the products pursuant to the Agreement, or if the Contractor fails to observe or perform the provisions of this Agreement or is guilty of a substantial violation of any provision of the Contract Documents, then the City, after serving at least ten (10) days prior written notice to the Contractor of its intent to terminate this Agreement pursuant to such default, may terminate this Agreement without prejudice to any other rights or remedies provided by law and may take possession of the supplies delivered to the City prior to such termination. The Contractor shall be liable to the City for any damage resulting from the Contractor's default.

14. Inspection.

The Contractor shall make the materials or supplies, which are the subject of this Agreement available to the City for inspection and testing by the City at the Contractor's expense prior to the Contractor's delivery of the materials or supplies to the City.

15. Liquidated Damages.

In the event that the materials which form the subject of this Agreement are not delivered as set forth in the special provisions to this Agreement, the City may terminate this Agreement and recover liquidated damages in an amount set forth in the special provisions to this Agreement. The liquidated damages enumerated herein are not intended to penalize the Contractor, but the parties agree that due to each party's difficulty in specifically quantifying the damages which would be occasioned due to the breach of this Agreement, the parties deem it advisable to stipulate a specific sum per day as damages as a result of the Contractor's failure to deliver the supplies which form the subject of this Agreement in a timely manner. The Contractor shall not be liable for liquidated damages due to a delay occasioned by unforeseeable causes beyond the control of the Contractor if such causes do not result from the default or negligence of the Contractor. The Contractor shall not be liable for damages due to delay in the performance of this Agreement if such delay is caused by acts of God or of the public enemy, acts of the government, fires, epidemics, quarantine restrictions, strikes or freight embargoes. Such liquidated damages enumerated herein shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects on Contractors

performance hereunder for other matters other than delays in completion. When the City believes that completion may be delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due Contractor and amount then believed by City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part thereof, for which City has withheld payment, the City shall promptly release to Contractor those funds withheld, but no longer applicable as liquidated damages.

16. Contract Documents.

The Contract Documents are composed of those documents listed in Exhibit A, Special Stipulations. Copies of the Contractor's proposal to furnish the labor, materials, and supplies which form the subject of this Agreement and all drawings and specifications submitted during the bidding process are attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall list each such document and describe each original document's location as a part of the special provisions to this Agreement. In the event of conflicting terms or ambiguity between this Agreement and the Contractor's proposal, the Contractor's proposal shall control.

17. Additional Security.

The Contractor shall provide additional bond security in the event that the City deems additional security necessary to insure performance of the Agreement.

18. Accounting and Records Retention.

Contractor shall maintain accounts and records, including books, records, documents, personal property, financial records and other evidence adequate to identify and account for all costs and expenses pertaining to this Agreement and such other records as may be requested by the City to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the City or its representative(s) upon request and without additional charge to the City, and shall be retained for at least six (6) years after expiration of this Agreement, termination or completion of this project unless permission to destroy them is granted by the City. Contractor's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and City law, rules and regulations.

19. Indemnification.

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, its elected officials, department heads, agents, attorneys, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses including, but not limited to, attorneys fees arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

including the loss of use resulting there from, and is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether such injury is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described herein.

20. Severability.

In the event that any provision of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, such provision shall be deemed severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

21. New Materials.

The Contractor hereby represents and warrants to the City that any and all materials will be new unless otherwise specified, and the Contractor further represents that all work will be of good and workmanlike quality and free from defects in accordance with the specifications.

22. Set-off.

In the event that the City accepts supplies with minor defects, the Contractor shall deduct the proportionate cost of such defects from its invoice to the City concerning such supplies.

23. Defective Materials.

The Contractor agrees to remedy promptly, and without cost to the City, any defective materials or workmanship which appear within the warranty period stated in the special provisions attached to this Agreement.

24. Defective Materials-Liability.

No provision contained in this Agreement shall be held to limit the Contractor's liability to the City for defects in the supplies furnished to an amount less than the legal limit of liability in accordance with law.

25. Manufacturer's Warranties.

No provision contained in this Agreement shall be construed to limit the terms and conditions of any manufacturer's warranty concerning the supplies furnished pursuant to this Agreement.

26. Notices.

Any and all notices pursuant to this Agreement shall be deemed to have been properly delivered when deposited in the United States mail for delivery to the Contractor at the address provided on the Contractor's proposal. Notices to the City shall be deemed to have been properly delivered when mailed to the City Manager, City of Kennesaw, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144-2797.

27. Bid Bond.

If a bid bond is required pursuant to the City's specifications, such bond must be in an amount of not less than five percent of the bid submitted by the Contractor. The bid bond will be forfeited if the Contractor fails to execute an Agreement with the City substantially similar to this Agreement within fifteen days after notification of the award of the contract.

29. Performance and Payment Bonds.

The Contractor shall furnish the City a performance bond in the form enclosed in the City's request for bids in an amount of one hundred percent (100%) of the lump sum amount bid for the full and complete performance of this Agreement. The Contractor shall also furnish a payment bond on the form enclosed in the City's request for bids insuring the payment of all persons performing labor and furnishing materials or equipment in connection with this Agreement. Accordingly, the Contractor warrants and agrees that, for any Change Order increasing the Contract Sum by five percent or more or when the total cost of the work has increased by five percent (5%) or more, it shall obtain a written amendment to the payment bond and the performance bond increasing the penal amounts of both bonds to one hundred and ten (110%) and one hundred percent (100%) respectively of the new Contract Sum, effective as of the date of the Change Order. The premium increase, if any, may be properly included in the cost of the Change Order. The City shall approve no payment for the work provided by the Change Order until the Contractor has provided the written amendment to the City.

The Contractor shall furnish in writing both a performance bond and a payment bond executed by a duly authorized representative within (30) days of the execution of this Agreement. The Contractor's failure to provide said bonds shall authorize the City to terminate this Agreement and pursue all remedies available to the City at law or in equity. All bonds at the time of issuance must be issued by a company authorized by the Georgia Insurance Commissioner to transact the business of suretyship in the State of Georgia, and shall have a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger.

30. Change Orders.

The City may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this Agreement, in any one or more of, but not limited to, the following: (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith; (b) method of shipment or packing; (c) construction materials; (d) construction design; (e) construction specifications; and (f) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, an equitable adjustment shall be made in the Contract Price of delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt

by the Contractor of the notification of change; provided, however, that the City, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment pursuant to this Agreement. Where the cost of property made obsolete or rendered unnecessary as a result of a change is included in the Contractor's claim for adjustment, the City shall have the right to prescribe the manner of disposition of such property. However, nothing in this clause shall excuse the Contractor from proceeding with the Agreement as changed.

31. Variation in Quantity.

No variation in the quantity of any item or materials called for by this Agreement shall be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in the manufacturing or construction processes, and then only to the extent, if any, specified elsewhere in this Agreement.

32. Testing.

All supplies (which term throughout this Agreement includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and testing by the City, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

33. Rejection of Nonconforming Materials.

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Agreement, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or, if permitted or required by the City, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies/materials or lots of supplies/materials which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the City either: (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned to the City thereby, or (ii) may terminate this Agreement for default. Unless the Contractor corrects or replaces such supplies within the delivery schedule, the City may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances.

34. Inspection Facilities.

If any inspection or test is made by the City on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the City inspectors in the performance of their duties. If City inspections or tests are made at a point other than the premises of the Contractor or a subcontractor, said inspections or tests shall

be at the expense of the City except as otherwise provided in this Agreement; provided that in case of rejection, the City shall not be liable for any reduction in value of samples used in connection with such inspections or tests. All inspections and tests by the City shall be performed in such a manner as not to unduly delay the work. The City reserves the right to charge to the Contractor any additional costs of City inspections and tests when supplies are not ready at the time such inspections and tests are requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Agreement; but failure to inspect and accept or reject the supplies shall neither relieve the Contractor from responsibility for such supplies which are not in accordance with the contract requirements nor impose liability on the City therefore.

35. Testing-Liability.

The inspection and testing by the City of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this Agreement, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistake as amounts to fraud.

36. Inspections-Records.

The Contractor shall provide and maintain an inspection system acceptable to the City covering the supplies/materials and construction hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the City during the performance of this Agreement and for such longer period as may be specified elsewhere in this Agreement.

37. Payments.

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies/materials delivered and accepted or services or labor rendered and accepted, less deductions, if any, as herein provided.

(a) The Contractor shall submit to the City an itemized Invoice for Payment in an AIA format. The invoice shall include backup material including, but not limited to, receipts or other vouchers, showing its payments for materials and labor, including payments previously made to Subcontractors.

(b) The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the City from loss because of the following conditions:

- (i) Defective work not remedied;
- (ii) Claims or liens filed;
- (iii) Failure of the Contractor to make payments properly to Subcontractor or Supplier for materials or labor;
- (iv) A reasonable doubt that the Agreement can be completed for the balance then unpaid;
- (v) Damage to a Separate Contractor or to the City or a third party;

(vi) Failure to maintain a rate of progress consistent with the schedule;
or

(vii) Failure to supply enough skilled workers or proper materials.

When the above grounds are removed, payment shall be made for amounts withheld because of them. With regard to cases (ii) and (iii) above, the City may agree to payment upon receipt of a satisfactory Bond to Discharge Claim in the amount of double the claim. At the option of the City, adherence to the Overall Project Schedule shall be a condition precedent to the right of the Contractor to demand payment of an application for payment or certificate. No omission on the part of the City to exercise the aforesaid option shall be construed to be a waiver of breach of the Overall Project Schedule or acquiescence therein, and the City may exercise its option from time to time and as often as may be expedient.

38. Termination for Cause.

The City may, in addition to the provisions of Paragraph 13 herein, and subject to the provisions of Paragraph 42, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

- (i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
- (ii) If the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

39. Costs to Cure.

In the event the City terminates this Agreement in whole or in part as provided in Paragraph 13, 38, or Paragraph 46, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated pursuant to the provisions of Paragraph 13, 38, and/or Paragraph 46.

40. Force Majeure.

Except with respect to defaults of subcontractor, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or to the public enemy, acts of the City, acts of the City, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic conditions in the area of the Work. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the

Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The Contractor shall, within seven (7) days from the beginning of such delay, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and the extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

41. Title to Materials Upon Termination.

If this Agreement is terminated as provided in Paragraph 13, 38, and/or Paragraph 46, the City, in addition to any other rights provided in this Agreement, may require the Contractor to transfer title and deliver to the City: (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Agreement rights (hereinafter called “construction materials”) as the Contractor has specifically produced or specifically acquired for the performance of such part of this Agreement as has been terminated. The Contractor shall, upon direction of the City, protect and preserve property in possession of the Contractor in which the City has an interest. Payment for completed supplies delivered to and accepted by the City shall be at the Contract Price. Payment for construction materials delivered to and accepted by the City and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the City. The City may withhold from amounts otherwise due the Contractor for such completed supplies, construction services, or construction materials such sum as the City determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

42. Review of Termination.

If, after notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this Agreement, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued for the convenience of the City.

43. Additional Remedies.

The rights and remedies of the City provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

44. Subcontractors.

As used in this Agreement, the terms “subcontractor” and “subcontractors” mean subcontractor(s) at any tier. Contractor assumes full responsibility for the improper acts and omissions of its subcontractors or others employed or retained by Contractor in connection with the work designated herein.

45. Solicitation of Contract.

The Contractor, in accordance with Title 13 of the Code of Georgia, warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage,

brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

46. Termination for Convenience.

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon termination for convenience by the City, the provisions of Paragraphs 13, 38, 40, 41, 43 herein shall apply to the extent applicable.

47. Contractor's Duties upon Termination.

After receipt of a Notice of Termination pursuant to any of the applicable Paragraphs herein, and except as otherwise directed by the City, the Contractor shall:

- (a) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- (d) Assign to the City, in the manner, at the time, and to the extent directed by the City, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
- (f) Transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City:
 - (i) the fabricated or unfabricated parts, work in process, completed work, supplies and other materials produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and
 - (ii) The completed or partially completed plans, drawings, information, and other property, which, if the Agreement had been completed, would have been required to be furnished to the City.

- (g) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the City, any property of the types referred to in (f), above; provided, however, that the City:
 - (i) Shall not be required to extend credit to any purchaser, and
 - (ii) May acquire any such property under the conditions prescribed by and at a price or prices approved by the City; provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such other manner as the City may direct;
- (h) Complete performance of such part of the work as shall not have been terminated by the Notices of Termination; and
- (i) Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to this Agreement, which is in the possession of the Contractor, and in which the City has or may acquire an interest.

48. Termination-Claims.

After receipt of a Notice of Termination pursuant to any of the applicable Paragraphs herein, the Contractor shall submit to the City his termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than one (1) month from the effective date of termination, unless one or more extensions in writing are granted by the City upon request of the Contractor made in writing within such one-month period or authorized extension thereof. However, if the City determines that the facts justify such action it may receive and act upon any termination claim at any time after such one-month period of any extensions thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the City may, subject to any review required by the City's procedures in effect as of the date of execution of this Agreement, determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

49. Settlement of Claims.

Subject to the provisions of Paragraph 50, the Contractor and the City may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work, which amount or amounts may include a reasonable allowance for profit on work done; provided, however, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. The Agreement shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in Paragraph 50 prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the City to agree upon the whole amount to be paid to the Contractor by reason of the termination of work shall be deemed to

limit, restrict, or otherwise determine or affect the amount which may be agreed upon to be paid to the Contractor.

50. Payment of Claims.

In the event of the failure of the Contractor and the City to agree upon the amount to be paid to the Contractor by reason of the termination of work, the City shall determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

- (a) For completed work, services, or materials accepted by the City (or sold or acquired as provided above) and not previously paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price specified in the Agreement, appropriately adjusted for any saving of freight or other charges;
- (b) The total of:
 - (1) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies/materials paid or to be paid for under Subparagraph (a) hereof;
 - (2) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, which are properly chargeable to the terminated portion of the Agreement (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable above).

The total sum to be paid to the Contractor under (a) and (b) of this Paragraph shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, the fair market value, as determined by the City, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the City or to a buyer.

51. Set-Offs from Payment.

In arriving at the amount due the Contractor there shall be deducted:

- (a) all unliquidated advance or other payments on account heretofore made to the Contractor, applicable to the terminated portion of this Agreement;
- (b) any claim which the City may have against the Contractor in connection with this Agreement; and
- (c) the agreed price for, or the proceeds for, any work, services, materials, supplies or other things not provided or performed by the Contractor or sold pursuant to the provisions of this Agreement, and not otherwise recovered by or credited to the City.

52. Partial Termination.

If the termination hereunder is partial, prior to the settlement of the terminated portion of this Agreement, the Contractor may file with the City a request in writing for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price.

53. Partial Price.

The City may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Agreement whenever in the opinion of the City the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due such excess shall be payable by the Contractor to the City upon demand, together with interest computed at the rate of seven (7) percent per annum for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the City; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by the City by reason of the circumstances.

54. Records Inspection.

Unless otherwise provided for in this Agreement, or by applicable statute, the Contractor, from the effective date of termination and for a period of six (6) years after final settlement under this Agreement, shall preserve and make available to the City at all reasonable times at the office of the Contractor but without direct charge to the City, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Agreement and relating to the work terminated hereunder, or, to the extent approved by the City, photographs, microphotographs or other authentic reproductions thereof.

55. Compliance

This Agreement shall be governed by the law of Georgia. The Contractor shall comply with all laws, rules, regulations, ordinances, and orders of any government agency having jurisdiction in the performance of the Work and shall ensure the compliance of its Subcontractors. Without limiting the generality of the foregoing Paragraph, the following laws are specifically referenced:

- (a) Contractor agrees that any payments made by it to any subcontractor, agent or representative in performance of the obligations hereunder shall fully comply with the terms and requirements of the Federal Davis-Bacon Act as applicable.
- (b) Contractor agrees to comply with Federal Buy America regulations as applicable.
- (c) Contractor agrees to comply with Department of Transportation Seismic Safety Regulations as applicable.

- (d) Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act as applicable.
- (e) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act.
- (f) Contractor agrees to comply with all applicable standards, orders or regulations related to lobbying, including the Byrd Anti-Lobbying Amendment. The undersigned Contractor certifies, to the best of his or her knowledge and belief that:
 - (ii) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.
 - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
 - (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.
 - (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (g) Contractor agrees to comply with all applicable standards, orders or regulations related to access to records and reports under state and federal law.
- (h) Contractor agrees to comply with all applicable standards, orders or regulations related to Federal Changes.
- (i) Contractor agrees to comply with all applicable standards, orders or regulations related to bonding requirements.

- (j) Contractor agrees to comply with all applicable standards, orders or regulations related to the Clean Air Act.
- (k) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligation or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the underlying Agreement.
- (l) Contractor agrees to comply with all applicable standards, orders or regulations related to Program Fraud and False or Fraudulent Statements and Related Acts.
- (m) Contractor agrees to comply with all applicable standards, orders or regulations related to Civil Rights, including Nondiscrimination, Equal Employment Opportunity, Race, Color, Creed, National Origin, Sex, Age or Disabilities.
- (n) Contractor agrees to comply with all applicable standards, orders or regulations related to Disadvantaged Business Enterprise.
- (o) Contractor agrees to comply with all applicable standards, orders, or regulations related to Georgia Department of Transportation Local Maintenance & Improvement Grant (LMIG) Program and assist the City with reporting requirements, if any.

56. Insurance.

The Contractor shall be responsible to the City from the time of the signing of the Agreement or the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the Work by the Contractor, or any of its Subcontractors, its agents, employees or others working at the direction of the Contractor or on its behalf. The Contractor shall procure the insurance coverage identified below at the Contractor's expense and shall furnish the City an insurance certificate listing the City of Kennesaw as the certificate holder and as an additional insured and should read "The City of Kennesaw, Georgia, 2529 J.O. Stephenson Ave., Kennesaw, GA 30144". Occurrence coverage is required. Claims-made coverage is not acceptable. The insurance certificate must provide the following:

- (a) Name and address of authorized agent;
- (b) Name and address of insured;
- (c) Name of insurance company(ies);
- (d) Description of policies;
- (e) Policy Number(s);
- (f) Policy Period(s);
- (g) Limits of liability;
- (h) Name and address of City as certificate holder;
- (i) Project Name and Number;
- (j) Signature of authorized agent;
- (k) Telephone number of authorized agent; and
- (l) Mandatory sixty-day notice of cancellation or non-renewal

The insurance coverage required below shall be issued by a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

- (a) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire until sixty (60) days after the City has received written notice thereof, as evidenced by return receipt of certified mail or statutory mail, or until such time as other insurance coverage providing protection equal to protection called for in this Agreement shall have been received, accepted and acknowledged by the City.
- (b) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives.
- (c) All deductibles shall be paid for by the Contractor.
- (d) These policies shall be primary, noncontributing with any applicable insurance carried by the City of Kennesaw and shall contain a severability of interests clause in respect to cross liability, protecting each additional insured as though a separate policy had been issued to each.
- (e) Certification of each policy shall be furnished, in duplicate, to the City, at least fifteen (15) days prior to commencement of services under the signed Agreement.

The Contractor also agrees to purchase insurance and have the authorized agent state on the insurance certificate that the Contractor has purchased the following types of insurance coverage, consistent with the policies and requirements of O.C.G.A. §50-21-37. The minimum required coverage and liability limits are as follows:

- (a) The Contractor agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. The Contractor shall require all Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language: *This is to certify that all Subcontractors performing work on this Project are covered by their own workers' compensation insurance or are covered by the Contractor's workers' compensation insurance.*

State of Georgia statutory limits required:

- (i) \$1,000.000;
 - (ii) \$1,000.000 each accident;
 - (iii) \$1,000.000 disease policy limit; and
 - (iv) \$1,000.000 disease each employee.
- (b) The Contractor shall provide Commercial General Liability Insurance that shall include, but need not be limited to, coverage for bodily injury and property

damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

- (i) Premises and Operations \$ 1,000,000.00 per Occurrence;
 - (ii) Products and Completed Operations \$ 1,000,000.00 per Occurrence;
 - (iii) Personal Injury \$ 1,000,000.00 per Occurrence;
 - (iv) Contractual \$ 1,000,000.00 per Occurrence; and
 - (v) General Aggregate \$ 2,000,000.00.
- (c) The Contractor shall provide Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limit Bodily Injury, Property Damage for each Occurrence.

57. Georgia Security and Immigration Compliance Act Requirements.

The Contractor hereby certifies its compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 *et seq.*, by registering and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et seq.* Contractor warrants that Contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

58. Dispute Resolution.

- (a) If a dispute arises out of or relates to this Contract or its breach, the parties shall endeavor to settle the dispute first through direct discussions between the parties' representatives who have the authority to settle the dispute. If the parties' representatives are not able to promptly settle the dispute, they shall refer the dispute to the City Manager who shall have the authority to settle the dispute. If the dispute is not settled by the City Manager, the parties may submit the dispute to mediation.
- (b) If the dispute cannot be settled pursuant to Section (a) above, the parties may elect to submit the dispute to mediation. The parties agree to conclude such mediation within sixty (60) days of electing mediation. The parties shall select a mutually agreeable mediator and shall share the cost of the mediator equally. Either party may terminate the mediation at any time after the first session, but the decision to terminate shall be communicated in writing directly by the party's representative to the other party's representative and the mediator.
- (c) No litigation may be commenced without first following the process in this Section. Litigation may be filed in the Superior Court of Cobb County, Georgia, after the filing party provides thirty (30) days written notice to the opposing party.

The parties hereby agree that the Superior Court of Cobb County, Georgia shall have exclusive jurisdiction and venue in all matters concerning this Contract.

(d) Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

59. Waiver.

A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power, or privilege.

60. LIEN.

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

61. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

62. ACCEPTANCE OF FINAL PAYMENT.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or their sureties from any obligations under this Agreement or the Performance and Payment Bond.

63. AMENDMENT.

This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.

64. ENTIRE AGREEMENT.

The Contract Documents, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the parties, preceding the date of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date first above written.

CITY OF KENNESAW, GEORGIA

Derek Easterling, Mayor
City of Kennesaw

ATTEST:

City Clerk

CONTRACTOR: _____

By: _____

Title: _____

ATTEST:

Corporate Secretary (Seal)

Sworn and subscribed before me this
____ day of _____, 2024. _____
WITNESS

Notary Public
Commission Expires:

EXHIBIT "A"
SPECIAL STIPULATIONS

- a) The Contractor shall provide materials and labor necessary to rehabilitate the following pipes in accordance with the 2024 Pipe Rehabilitation Project bid "Specifications".

210 LF of 60" CMP at Vintage Wood Way

316 LF of 36" CMP at Nuthatch Court

58 LF of 30" CMP at North Hampton Drive

97 LF of 66" CMP at Drayton Way

58 LF of 36" CMP at Summit Wood Drive

- b) The Contract Price for such materials and construction services shall not exceed the amount of \$277,610.00.

- c) Pursuant to Paragraph 16 of this Agreement, the Contractor shall provide copies of its proposal and all drawings and specifications submitted during the bidding process. Each such document and the location of the original is listed as follows:

1) Description of Specifications

2) Proposal and Contract

3) Bid quotation

4) E-Verify Forms for All Contracts

5)

6) _____

7) _____

8) _____

9) _____

10) _____

- d) Pursuant to Paragraph 23 of this Agreement, the Contractor agrees to remedy promptly, and without cost to the City, any defective materials or workmanship which appear within two (2) years of the date of completion of the services outlined in this Agreement.

- e) Pursuant to Paragraph 15 of this Agreement, the Contractor agrees to pay liquidated damages in the amount of \$250.00 per day for each day the Contractor fails to complete its duties and obligations under this Agreement beyond the time period set forth within.

PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

Pursuant to O.C.G.A. § 13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime contractors may participate in 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").

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

_____ The undersigned has registered for and is participating in a qualifying federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services within this state pursuant to this contract with a public employer, the undersigned will secure from such subcontractor(s) a verification of compliance with O.C.G.A. § 13-10-91 using the form "Subcontractor's Work Authorization Certification" or a substantially similar form. The undersigned will maintain records of compliance and provide a copy of each subcontractor's verification to the public employer at the time the sub-contractor is retained to perform such service.

By: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Basic Pilot User Identification Number
(if applicable)

Printed Name of Authorized Officer or Agent

With express authority on behalf of:

Printed Name of Prime Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

SUBCONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with the City of Kennesaw 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. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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 Kennesaw, contractor will secure from each subcontractor(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 a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Kennesaw at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

By: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

*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).

SUBMITTAL REQUIREMENTS

Specific Requirements

Georgia Security and Immigration Compliance Act

Complete Section I. Contractor Affidavit

Contractor agrees to comply with all of the contractor requirements of the: “Georgia Security and Immigration Compliance Act of 2006,” as codified on O.C.G.A. sections 13-10-90 and 13-10-91 and regulated and regulated in chapter 300-10-1 of the Rules and Regulations of the State of Georgia, “Public Employers, Their Contractor and Sub-Contractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program,” Accessed at <http://www.dol.state.ga.us> as further set forth below.

- A. Contractor Agreement to Verify the Work Eligibility of its New Hires through the U. S. Department of Homeland Security’s “Employment Eligibility Verification(EEV)/Basic Pilot Program.”
 - **Contractor** agrees to verify the work eligibility of all of **Contractor’s** newly hired employees through the U. S. Department of Homeland Security’s **Employment Eligibility Verification(EEV)/Basic Pilot Program**, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-02 of the Rules and Regulations of the State of Georgia.
- B. Contracts Affected by the “Georgia Security and Immigration Compliance Act.”
 - **Contractor** agrees that the contractor and subcontractor requirements of the “Georgia Security and Immigration Compliance Act of 2006” apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.
- C. Contractor’s Agreement to Require “Georgia Security Immigration Compliance Act” Compliance of its Subcontractors connected with this Contract.
 1. **Contractor** agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written Agreements with any subcontractor employed by **Contractor** to provide services connected with this contract, as required pursuant to O.C.G.A. 13-10-91.

2. **Contractor** agrees to obtain from any subcontractor that is employed by **Contractor** to provide services connected with this contract, the subcontractor's indication of the employee-number category applicable to the subcontractor.
3. **Contractor** agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.
4. **Contractor** agrees to maintain all records of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1 of the Rules and Regulations of the State of Georgia.
5. **Contractor** must have and maintain telephone, fax and email contacts for all subcontractors.



**CITY OF KENNESAW
2529 J.O. STEPHENSON AVE.
KENNESAW, GA 30144**

REQUEST FOR BIDS (RFB)

**2024
*Pipe Rehabilitation***

CITY OF KENNESAW
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS

BID FORM

2024 Pipe Rehabilitation

TO: CITY OF KENNESAW

FROM: Proshot Concrete, Inc.

(Vendor)

THE UNDERSIGNED PROPOSER, having familiarized themselves with the work required by the Bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work;

HEREBY agrees if selected to enter into a contract and perform all work necessary to the successful completion of the contract as indicated and specified in the RFB for the total contract price of:

Pipe Lining System: \$ 277,610.00

Bidder must also complete the unit price information in the Specification section.

Name of Firm: Proshot Concrete, Inc

Firm Address: 4158 Musgrove Drive Florence, AL 35630

Federal Identification No: 20-5269497

Email: cdill@proshotconcrete.com

Telephone No: 256-764-5941

Fax No: 256-764-5946

By: Anthony McDougle

(Typed or Printed)

6-19-24

(Date)

Signature:

Anthony M. Dougle

(Signature)



President

(Title)

CERTIFICATE OF CORPORATE AUTHORITY

(This Certificate shall be submitted as part of the bid/proposal or signed contract if the bidder/offeror is a corporation.)

CERTIFICATE

I, Donnie Barnes, certify that I am the Assistant Corporate Secretary of the corporation named as bidder/offeror therein, that Anthony McDougle, who signed this bid/proposal on behalf of the bidder/offeror, was then President of said corporation; that said bid/proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By:

Donnie Barnes

(Signature) Donnie Barnes

Proshot Concrete, Inc

(Typed Name of Corporation)



NOTE: A CORPORATE OFFICER OTHER THAN THE OFFICER SIGNING THE BID/PROPOSAL MUST FILL OUT AND SIGN THIS FORM.



Evidence of Authority to Sign

Unanimous Consent
Of the Director
Of Proshot Concrete, Inc

The sole director of Proshot Concrete, Inc., an Alabama corporation ("Company") hereby confirms the following facts:

1. Anthony L. McDougale is the sole shareholder and director of the Company.
2. Anthony L. McDougale is the president of the Company.

The sole director hereby consents to the following resolutions:

RESOLVED THAT Anthony L. McDougale, as president of the Company is authorized to sign contracts binding the corporation and to establish bank accounts on behalf of the Company and to be the sole signatory on such accounts.

Dated: April 14, 2010

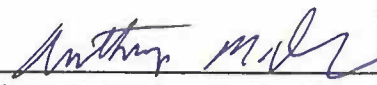
Corporate address:

4158 Musgrove Drive

Florence, AL 35630

State of Incorporation: Alabama

Date of Incorporation: 7-25-2006



Anthony L. McDougale, President and director



Attested by:



Donnie Barnes, Assistant Corporate Secretary

Donnie Barnes, Assistant Corporate Secretary

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946
WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

**CITY OF KENNESAW
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS**

SPECIFICATIONS

Liner System Unit Price Sheet

Item	Quantity	Units	Unit Price	Amount
Mobilization (Bonds, etc.)	LS	LS	10,000.00	\$ 10,000.00
Traffic Control	LS	LS	2,500.00	\$ 2,500.00
60" CMP Vintage Wood Way	210	LF	425.00	\$ 89,250.00
36" CMP Nuthatch Court	316	LF	300.00	\$ 94,800.00
30" CMP North Hampton Drive	58	LF	295.00	\$ 17,110.00
66" CMP Drayton Way	97	LF	450.00	\$ 43,650.00
36" Sumit Wood Drive	58	LF	350.00	\$ 20,300.00

TOTAL \$ 277,610.00

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Proshot Concrete, Inc.
4158 Musgrove Drive
Florence, AL 35630

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

2024 Pipe Rehabilitation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 21st day of June, 2024.



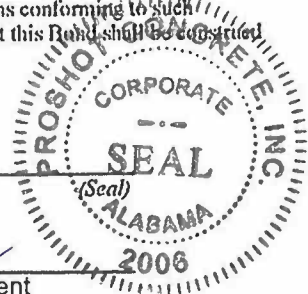
(Witness)

Proshot Concrete, Inc.

(Principal)

By:


(Title) Anthony McDougale President



Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

By:


(Title) Gregg A. Tatum, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Bruce S. DENSON, JR, Sharon E. GRIFFITH, Grantland RICE, III, Gregg A. TATUM, Thomas J. BOLE, Grace BROWN of Birmingham, Alabama, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

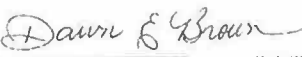
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of January, A.D. 2024.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 24th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**CITY OF KENNESAW
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS**

ATTACHMENT 1

FEDERAL WORK AUTHORIZATION PROGRAM

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 Kennesaw, 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), in P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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 Kennesaw, contractor will secure from such subcontractor(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 a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Kennesaw at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

228037

7/6/2009

BY: Authorized Officer or Agent

Date

President

Title of Authorized Officer or Agent of Contractor

Anthony McDougle

Printed Name of Authorized Officer Agent

*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)

PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

**CITY OF KENNESAW
REQUEST FOR BIDS**

Pursuant to O.C.G.A. § 13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime contractors may participate in 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").

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

 X The undersigned has registered for and is participating in a qualifying federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services within this state pursuant to this contract with a public employer, the undersigned will secure from such subcontractor(s) a verification of compliance with O.C.G.A. § 13-10-91 using the form "Subcontractor's Work Authorization Certification" or a substantially similar form. The undersigned will maintain records of compliance and provide a copy of each subcontractor's verification to the public employer at the time the sub-contractor is retained to perform such services.

Anthony M. Dougle
By: Authorized Officer or Agent

President

Title of Authorized Officer or Agent of Contractor

6-19-24

Date

228037

Basic Pilot User Identification Number
(if applicable)

Anthony McDougle

Printed Name of Authorized Officer or Agent

With express authority on behalf of:

Proshot Concete, Inc

Printed Name of Prime Contractor

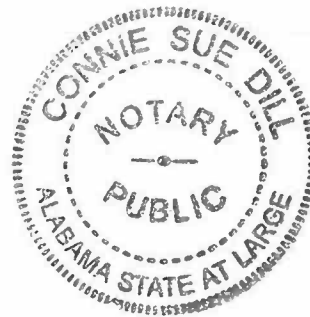
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

19th DAY OF June, 2024

Connie Sue Dill

Notary Public Connie Sue Dill

My Commission Expires: 7-26-26



00-10-1-.08 Subcontractor Affidavit (Georgia Administrative Code)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 228037

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Proshot Concrete, Inc.

Donald J Barnes

Name (Please Type or Print)

Title

Electronically Signed

Signature

07/06/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

07/06/2009

Date



Company ID Number: 228037

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Proshot Concrete, Inc.

Company Facility Address: 4158 Musgrove Drive

Florence, AL 35630

Company Alternate

Address: P.O. Box 1636

Florence, AL 35630

County or Parish: LAUDERDALE

Employer Identification

Number: 205269497

North American Industry

Classification Systems

Code: 238

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)



Company ID Number: 228037

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Donald J Barnes	Fax Number:	(256) 764 - 5946
Telephone Number:	(256) 764 - 5941		
E-mail Address:	donnie@proshotconcrete.com		

N/A Proshot Concrete, Inc intends to self perform all work associated with this project

**CITY OF KENNESAW
REQUEST FOR BIDS**

O.C.G.A. § 13-10-91 (2007), TITLE 13. CONTRACTS

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with the City of Kennesaw 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. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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 Kennesaw, contractor will secure from each subcontractor(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 a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Kennesaw at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

By: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 2017

Notary Public

My Commission Expires: _____

*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).

Authority O.C.G.A. Sec., 13-10-91. History. Original Rule entitle "Contractor Affidavit and Agreement" adopted. F. May 25, 2007; eff. June 18, 2007, as specified by the Agency.

Proshot Concrete, Inc.

References

Project No. 1

Restoration Method: Thermoform Pipe Lining PVC Fold and Form

Name/Address of Owner: Rockdale County Georgia 958 Milstead Ave Conyers, GA

Name of Contact Person: Terrence Simpkins Phone No. 770-278-7122

Contact Email : Terrence.simpkins@rockdalecountyga.gov

Date of Installation: Ongoing-Maintenance Contract Award. Proshot Concrete, Inc has been performing work for Rockdale County under this contract this 2022

Project No. 2

Restoration Method: Thermoform Pipe Lining PVC Form and Fold

Name/Address of Owner: City of Brentwood Tennessee 1750 General Patton Brentwood, TN

Name of Contact Person: Todd Hoppenstedt Phone No. 615-371-0080

Contact Email : Todd.hoppenstedt@brentwoodtn.gov

Date of Installation: Ongoing-Maintenance Contract Award. Proshot Concrete, Inc has been performing work for Rockdale County under this contract this July 2020

Project No. 3

Restoration Method: PVC Fold and Form pipe lining

Name/Address of Owner: AL North Region 295 Highway 20 East Tuscumbia, AL

Name of Contact Person: Derrick Simpson Phone No. 256-389-1435

Contact Email : simpsond@dot.state.al.us

Date of Installation: Ongoing-Maintenance Contract Award. Proshot Concrete, Inc has been performing maintenance pipe inspections and lining for AL DOT since 200



SHOTCRETE REFERENCES

Owner	Description	Contact Information
DeKalb County Government Roads and Drainage 727A Camp Road Decatur, GA 30032	Shotcrete Restorative Services for Stormwater services	Melvin Robinson, Operations Manager 404-297-2568 mrobinson@dekalbcountyga.gov
City of Eufaula, AL 205 E Barbour Street Eufaula, AL 36027	Storm Drainage Pipe Rehabilitation	Tim Brannon 334-687-1236 ftbrannon@eufaula.rr.com
Rockdale County Government 958 Milstead Ave Suite 300 Conyers, GA 30012	Shotcrete Restoration services for storm water services	Terrance Simpkins 770-278-7122 Terrence.simpkins@rockdalecountyga.gov
City of Phenix City, AL 1119 Broad Street Phenix City, AL 36867	22 nd Avenue Storm Drainage Pipe Rehabilitation	Mike Pattillo 334-448-2766 mpattillo@phenixcityal.us
Baltimore County MD 111 W. Chesapeake Ave Baltimore, MD 21204	Pipe Lining Rehab-Justin Drive and Bentley Parkway	Sheldon Epstein 410-887-3711 sepstein@baltimorecountymd.gov
City of Brentwood 1750 General George Patton Brentwood, TN 37027	Stormwater Culvert Lining	Todd Hoppenstedt 615-371-0080 Todd.hoppenstedt@brentwoodtn.gov
Alabama Dept of Trans 295 Highway 20 Tuscumbia, AL 35674	Pipe Lining Rehabilitation	Derrick Simpson 256-389-1400 simpsond@dot.state.al.us
Howard County MD 6751 Columbia Gateway Columbia, MD 21046	Storm Drain Gunite Repairs	Matt Wolf 443-630-9395 mwolf@howardcountymd.gov

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946

WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

PROSHOT CONCRETE, INC. 2019 JOB LISTINGS CULVERTS														
JOB NO.	SALES LOCATION	ST	TYPE	OWNER	GEN CONTRACTOR	DESCRIPTION	CONTRACT AMOUNT	CONTACT & PHONE	START DATE	COMPLTN DATE	LIQUIDATED	LEGAL ACTION	LEGAL ACTION	BONDING CO
19-001	AFP ANNE ARUNDEL CO.	MD	CULVERT	ANNE ARUNDEL COUNTY, MD	STROHECKER, INC. 1565 SKINNERS TURN RD. OWINGS, MD 20736	CROFTON LAKE AND VARIOUS TRENCHLESS PIPE REPAIR	399,510.00	RICK LARRIMORE	Jan-19	Dec-19	NO	NO	NO	N/A
19-002	AFP BUNCOMBE CO.	NC	CULVERT	NC DOT 20 OLD US 74 ASHEVILLE, NC 28803	PROSHOT CONCRETE, INC.	HUNTDAL CULVERT REPAIR PO # 360004164	53,480.00	JUSTIN RICE PH: 828-208-1128	Mar-19	Mar-19	NO	NO	NO	N/A
19-003	AFP HANFORD CO	MD	TORN DRAIN	HANFORD COUNTY PUBLIC WORKS 12 S. BOND ST. 3RD FLOOR BEL AIR, MD 21014	PROSHOT CONCRETE, INC.	STORM DRAIN GUNITE REPAIR PROGRAM (BD 18-175) W/ 2 RENEWAL PERIODS ONE YEAR CONTRACT W/ RENEWAL	320,432.00	NAVEED SHAH PH: 410-936-1100 X 1305 F: 410-803-3840	Jan-19	Dec-19	NO	NO	NO	N/A
19-004	AFP BALTIMORE CO.	MD	CULVERT	BALTIMORE COUNTY, MD 111 W. CHESAPEAKE AVE. BALTIMORE, MD 21204	PROSHOT CONCRETE, INC.	CULVERT REHABILITATION THROUGH THE COUNTY MAINTENANCE CONTRACT	402,748.00	SHELDON EPSTEIN PH: 410-887-3711 F: 410-887-4505	Jan-19	Dec-19	NO	NO	NO	N/A
19-005	AFP HOWARD CO.	MD	TORN DRAIN	HOWARD CO. MD / DEPT OF PUBLIC 6751 COLUMBIA GATEWAY DR. SUITE 501 COLUMBIA, MD 21046	PROSHOT CONCRETE, INC.	STORM DRAIN GUNITE REPAIRS PIGGY BACK BALTIMORE COUNTY CONTRACT	303,178.00	HOWARD SHIEH PH: 410-313-7471	Jan-19	Dec-19	NO	NO	NO	N/A
19-006	AFP NORTH VERSAILLES	PA	CULVERT	TOWNSHIP OF NORTH VERSAILLES GLENN ENGINEERING	REHABILITATION OF CORRUGATED METAL PPE (DIX DR. & BACH DR.)	88,000.00	BOB ZISCHAU PH: 412-824-5872	Feb-19	Feb-19	NO	NO	NO	N/A	
19-007	AFP WASHINGTON	DC	SEWER	DC WATER 5000 OVERLOOK AVE SW WASHINGTON DC 20032	ANCHOR CONSTRUCTION 2254 25TH PLACE NE WASHINGTON, DC 20018	SEWER REPAIR FOR DC WATER THROUGH ANCHOR CONSTRUCTION	378,422.00	JILL WEST PH: 410-802-5540	Jan-19	Dec-19	NO	NO	NO	N/A
19-008	AFP CARROLL CO.	MD	CULVERT	CARROLL COUNTY 225 N. CENTER ST. WESTMINSTER, MD 21167	PROSHOT CONCRETE, INC.	STORM DRAIN REPAIRS PIGGY BACK BALTIMORE COUNTY CONTRACT	304,668.00	ERIC SILVERMAN PH: 410-386-017 F: 410-86-8078	Jan-19	Dec-19	NO	NO	NO	N/A
19-009	AFP CHARLES CO.	MD	CULVERT	CHARLES CO. MD 200 BALTIMORE ST. LAPLATA, MD 20646	PROSHOT CONCRETE, INC.	CULVERT LINING PINEFIELD RD / SCENIC MEADOW / ARIEL CT	170,922.00	JOHN KEARN / ART SWANN PH: 301-885-1314	Jan-19	Dec-19	NO	NO	NO	N/A
19-010	AFP HANCOCK CO.	IN	CULVERT	HANCOCK COUNTY 921 W. OSAGE ST. GREENFIELD, IN 46140	PROSHOT CONCRETE, INC.	CULVERT (4) REHABILITATION PROJECT	100,900.00	RYAN HARTLEY PH: 317-477-1130 F: 317-477-1156	Apr-19	May-19	NO	NO	NO	N/A
19-012	PAM LAKE CITY	FL	CULVERT	FL DOT DISTRICT 2 11000 SOUTH MARION AVE. LAKE CITY, FL 32025	M & J CONSTRUCTION 809 SAFFORD AVE TARPON SPRINGS, FL 34688	CONTRACT #E2X8 FL DOT DESILT & SHOTCRETE SURFACE OF BRIDGE CULVERT #35047	321,489.07	JAMES BOUTZOUKAS, VP PH: 813-975-6000 F: 727-004-4805	Jan-19	Apr-19	NO	NO	NO	N/A
19-014	PAM NASHVILLE	TN	TUNNEL	CONSTELLATION NEWENERGY, INC 90 PELABODY ST. NASHVILLE, TN 37210	PROSHOT CONCRETE, INC.	TUNNEL DAMAGE REPAIRS - 4 LOCATIONS	354,172.00	EDDIE WISDOM PH: 615-742-1883 F: 615-742-0973	Feb-19	Apr-19	NO	NO	NO	N/A
19-015	AFP HOWARD COUNTY	MD	TORN DRAIN	CSX RAILROAD 8450 DORSEY RUN ROAD JESSUP, MD	COMMERCIAL MAINTENANCE 400-B BETHEL AVE ASTON, PA 19014	STORM DRAIN REPAIRS AT CSX RAILROAD DISTRIBUTION CENTER	280,870.00	RICK ORNER PH: 610-587-2334	Feb-19	Mar-19	NO	NO	NO	N/A
19-018	PAM OSCEOLA COUNTY	FL	CULVERT	FL DOT - DISTRICT 5 719 S. WOODLAND BLVD. DELAND, FL 32720	PROSHOT CONCRETE, INC.	CONTRACT #E248 DISTRICT 5 US 441 CULVERT SHOTCRETE REPAIRS	521,373.04	CHARLES M. HEFFINGER JR., P.E. PH: 321-318-8101	Mar-19	Jun-19	NO	NO	NO	N/A
19-010	PAM FAYETTE	AL	PIPE LINING	ALABAMA DOT FAYETTE DIST. 51 PO BOX 865 FAYETTE, AL 35555	PROSHOT CONCRETE, INC.	PO DOO 012 19000002038	21,232.00	BRIAN LATHAM DIST. ENG. PH: 205932-8930	Feb-19	Feb-19	NO	NO	NO	N/A
19-020	PAM VANDENBURG	IN	CULVERT	INDIANA DEPT. OF TRANSPORTATION 230 N. BOND STREET SUITE D SCOTTSDURG, IN 47170	IN DOT CONTRACT R-39301 SMALL STRUCTURE PIPE LINING VINCENNES DISTRICT	384,208.00	PATRICK HOWSER PH: 812-595-6313	Mar-19	May-19	NO	NO	NO	N/A	
19-022	AFP CRANBERRY	PA	CULVERT	CRANBERRY TOWNSHIP, PA 2525 ROCHESTER ROAD CRANBERRY TOWNSHIP, PA 16060	PROSHOT CONCRETE, INC.	REHABILITATION OF CORRUGATED METAL PIPE ON NORTH BOUNDARY ROAD	15,845.00	BOB HOWLAND PH: 724-908-0831 F: 724-776-6100	Feb-19	Feb-19	NO	NO	NO	N/A
19-023	PAM JACKSON	TN	CULVERT	CITY OF JACKSON, TN 101 EAST MAIN STREET JACKSON, TN 38301	PROSHOT CONCRETE, INC.	PIPE CLEANING & LINING 60" DIAMETER	58,690.00	SCOTT CHANDLER PH: 731-425-9201 schandler@cityofjackson.net	Mar-19	Mar-19	NO	NO	NO	N/A
19-024	PAM TUSCUMBIA	AL	CULVERT	ALABAMA DOT N REGION 285 HIGHWAY 20 EAST TUSCUMBIA, AL 35674	PROSHOT CONCRETE, INC.	48" 54" & 66" SHOTCRETE LINER Hwy 43 TUSCUMBIA Hwy 19 FRANKLIN COUNTY Hwy 172 FRANKLIN COUNTY	114,325.50	DALTON OGLE PH: 256-386-1413 amthompson@ogle.net	Mar-19	Apr-19	NO	NO	NO	N/A
19-025	PAM FLORENCE	AL	CULVERT	ALABAMA DOT N REGION 285 HIGHWAY 20 EAST TUSCUMBIA, AL 35674	PROSHOT CONCRETE, INC.	REPAIRS TO COLLAPSED PIPE AT 1850 FLORENCE BLVD.	280,840.00	DERICK SIMPSON PH: 256-386-1441 dsimpson@ogle.net	Mar-19	May-19	NO	NO	NO	N/A
19-027	PAM GALLIA COUNTY	OH	CULVERT	OHIO DOT DISTRICT 10 338 MUSKINGUM DRIVE MARIETTA, OH 45750	PROSHOT CONCRETE, INC.	INVERT PAVING SR 554 CULVERT CONTRACT 31818-1 PO 335119	222,327.00	JOHN COEN PH: 740-568-3060	Mar-19	Mar-19	NO	NO	NO	N/A

10-028	AFP	FAIRFAX	VA	CULVERT	APARTMENT COMPLEX	STORMWATER MAINTENANCE & CULVERT	REHABILITATION OF CORRUGATED METAL PIPE - EATON PLACE & WILLOWOOD PLAZA	80,840.00	JEFF FISHER PH. 717-887-6306	Apr-10	Apr-10	NO	NO	NO	N/A
10-030	PAM	KNOX CO.	IN	CULVERT	IN DOT 100 NORTH SEVATE AVE. INDIANAPOLIS, IN 46204	INFRASTRUCTURE SYSTEMS, INC. 260 WEST VINCENTS STREET ORLEANS, IN 47452	IN DOT R-30892-A SMALL STRUCTURE PIPE LINING & PAVED INVERT, DAVIES & KNOX COUNTIES	132,044.00	JON STALKER PH. 812-865-3309 jstalker@infrastructure.org ANDREW PINKSTAFF - ENGINEER VINCENTS DISTRICT - INDOT PH. 812-821-0980	Apr-10	May-10	NO	NO	NO	N/A
10-031	PAM	KNOX CO.	IN	CULVERT	IN DOT 100 NORTH SEVATE AVE. INDIANAPOLIS, IN 46204	INFRASTRUCTURE SYSTEMS, INC. 260 WEST VINCENTS STREET ORLEANS, IN 47452	IN DOT R-3841-A SMALL STRUCTURE PIPE LINING & PAVED INVERT, GIBSON & KNOX COUNTIES	137,028.50	JON STALKER PH. 812-865-3309 jstalker@infrastructure.org ANDREW PINKSTAFF - ENGINEER VINCENTS DISTRICT - INDOT PH. 812-821-0980	Apr-10	May-10	NO	NO	NO	N/A
10-033	PAM	PERRY COUNTY	IN	CULVERT	INDIANA DEPARTMENT OF TRANSPORTATION 220 N. BOND STREET SUITE D SCOTTSDALE, IN 47170	IN DOT CONTRACT R-30381 SMALL STRUCTURE PIPE LINING VINCENTS DISTRICT	40,000.00	PATRICK HOWSWER PH. 812-585-6313	Apr-10	May-10	NO	NO	NO	N/A	
10-034	PAM	SULLIVAN COUNTY	IN	CULVERT	INDIANA DEPARTMENT OF TRANSPORTATION 1507 SOUTH SLATE ROAD 60 SALEM, IN 47167	IN DOT CONTRACT R-30392 SMALL STRUCTURE PIPE LINING SULLIVAN COUNTY	142,845.00	PATRICK HOWSWER PH. 812-585-6313	Apr-10	May-10	NO	NO	NO	N/A	
10-035	AFP	DES MOINES	IA	CULVERT	CITY OF DES MOINES 400 ROBERT D. RAY DR. DES MOINES, IA 50309-1891	PROSHOT CONCRETE, INC. GRAY ST. CONCRETE CULVERT REHABILITATION	603,844.00	MATT BECKER PH. 515-283-1028	Jun-10	Nov-10	NO	NO	NO	N/A	
10-036	AFP	WARREN COUNTY	PA	CULVERT	PENNDOT - WARREN COUNTY SR 198, B05 HARRISBURG, PA 17104	PROSHOT CONCRETE, INC. CULVERT REHAB - CONTRACT NO. 110411	504,403.01	Matthew Blasing 814-897-5804 mblasing@dot.pa.gov afo-10 SUSAN PH. 252-444-6400 PH. 252-665-0080	Jun-10	Nov-10	NO	NO	NO	N/A	
10-038	AFP	HAVELOCK	NC	CULVERT	CITY OF HAVELOCK, NC PO BOX 308 HAVELOCK, NC 28532	PROSHOT CONCRETE, INC. PIPE INSPECTION - WOODHAVEN DRIVE	23,800.00	SUSAN PH. 252-444-6400 PH. 252-665-0080	Jun-10	Jun-10	NO	NO	NO	N/A	
10-040	PAM	MARION CO.	TN	CULVERT	TN DOT 7TH FLOOR JAMES K POLK BLDG NASHVILLE, TN 37243	PROSHOT CONCRETE, INC. CONTRACT CNT914 - MARION CO.	130,425.00	VONDA LANE PH. 615-741-0700 vondalane@tn.gov	Jul-10	Aug-10	NO	NO	NO	N/A	
10-041	BM	FORT LAUDERDALE	FL	BRIDGE	FLORIDA DOT - DISTRICT 4 3400 W. COMMERCIAL BLVD. FORT LAUDERDALE, FL 33309	PROSHOT CONCRETE, INC. CONTRACT E4100-RO DISTRICT WIDE BRIDGE REHAB	110,221.00	MARGARET SIMPKINS PH. 654-777-4020	Jul-10	Aug-10	NO	NO	NO	N/A	
10-042	PAM	DUBOIS COUNTY	IN	CULVERT	INDIANA DEPT OF TRANS. TEMPLE & TEMPLE EXCAVATING & PAVING 1307 SOUTH STATE ROAD 80 SALEM, IN 47167	INDOT CONTRACT R-30390 SMALL STRUCTURE PIPE LINING DUBOIS COUNTY	509,675.00	JASON MILLER PH. 812-683-6044	Jul-10	Sep-10	NO	NO	NO	N/A	
10-044	PAM	NORTHPORT	AL	CULVERT	WATCO COMPANIES, LLC 315 W. 3RD ST. PITTSBURGH, KS 66702	CENTURY CONSTRUCTION GROUP WATCO ABS STORAGE EXPANSION 48 CULVERT REHAB	22,680.00	DAVID HORTON PH. 602-823-5172 F. 602-844-3002	Jul-10	Jul-10	NO	NO	NO	N/A	
10-048	BM	ORLANDO, FL	FL	CULVERT	ST JOHNS RIVER WATER MGT DIST WHARTON-SMITH, INC. CONSTR. 1750 MONROE ROAD SANFORD, FL 32771	LITTLE WENIVA RIVER EROSION CONTROL	840,632.00	FRANCOISE GUILMETTE PH. 407-321-1810 F. 407-327-6884	Sep-10	Aug-10	NO	NO	NO	N/A	
10-047	AFP	GARDNER	ME	CULVERT	MAINE DEPT. OF TRANSPORTATION 10 STATE HOUSE STATION AUGUSTA, ME 04333	PROSHOT CONCRETE, INC. ROLLING DAM 2 BRIDGE CULVERT REHAB STATE WINF 018094.00	210,450.00	GEORGE MACDUGALL P.E. PH. 207-624-3353 F. 207-624-3401	Sep-10	Oct-10	NO	NO	NO	N/A	
10-051	PAM	COBB COUNTY	GA	CULVERT	TREWORK ENVIRONMENTAL 533 N. BETHANY RD. MCDONOUGH, GA 30252	PROSHOT CONCRETE, INC. SHOTCRETE 30" CMP INVERT AT 1282 GREY SQUIRREL CROSSING	24,000.00	GERALD PHILLIPS PH. 770-826-8188	Sep-10	Sep-10	NO	NO	NO	N/A	
10-052	AFP	CITY OF FAIRFAX	VA	CULVERT	CITY OF FAIRFAX, VA 8350 TERMINAL RD. SUITE A LORTON, VA 22070	SAGRES CONSTRUCTION VIRGINIA LODGE TO HUNTINGTON AVE. CULVERT	29,600.00	CESAR MEDOZA PH. 703-924-7220	Nov-10	Nov-10	NO	NO	NO	N/A	
10-050	AFP	INDIAN HILL	OH	CULVERT	THE VILLAGE OF INDIAN HILL 6525 DRAKE RD. CINCINNATI, OH 45243	PROSHOT CONCRETE, INC. 2018 INDIAN HILL CULVERT REPAIRS	141,424.02	KATHLEEN WADE DORRMAN, PE PH. 513-207-5081 KDOORMAN@IHILL.ORG	Oct-10	Oct-10	NO	NO	NO	N/A	
10-050	PAM	PHENIX CITY	AL	CULVERT	CITY OF PHENIX CITY 1200 7TH AVE. PHENIX CITY, AL 36868	PROSHOT CONCRETE, INC. SHOTCRETE LINING 60" CMP ST. ANDREWS WAY	62,220.00	MICHAEL J PATILLO PH. 334-448-2760 MPATILLO@PHENIXCITYAL.US	Oct-10	Nov-10	NO	NO	NO	N/A	
10-005	PAM	JOHNS CREEK	GA	CULVERT	CITY OF JOHNS CREEK, GA 11390 LAKEFIELD DRIVE JOHNS CREEK, GA 30097	PROSHOT CONCRETE, INC. BRUMBLEWOW ROAD AT CHATTAHOOCHEE RIVER TRIBUTARY	48,900.00	ALTON MATTHEWS ALTON.MATTHEWS@JOHNSCREEKGA.GOV	Nov-10	Dec-10	NO	NO	NO	N/A	

PROSHOT CONCRETE, INC 2020 JOB LISTINGS CULVERT REPAIR											
JOB NO.	SALES	LOCATION	ST	TYPE	OWNER	GEN CONTRACTOR	DESCRIPTION	CONTRACT AMOUNT	CONTACT & PHONE	START DATE	COMPLTN DATE
20-003	TM	JACKSON	TN	CUL	MS&B, LLC 621 OLD HICKORY BLVD JACKSON, TN 38305	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	SHOTCRETE 36" CMP INVERT	36,720.00	BRANDON BUCHANAN (P) 731-300-3071 BUCHANANREALTYGROUP@GMAIL.COM	Jan-20	Jan-20
20-005	AFP	HOWARD CO	MD	STORM DRAIN REPAIRS	HOWARD COUNTY, MD DEPT OF PUBLIC WORKS 6751 COLUMBIA GATEWAY DR., SUITE 501 COLUMBIA, MD 21046	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	STORM DRAIN GUNITE REPAIRS PIGGY BACK BALTIMORE COUNTY CONTRACT	200,000.00	MATT WOLF (P) 443-630-9395	Jan-20	Dec-20
20-006	AFP	ANNE ARUNDEL COUNTY	MD	CUL	ANNE ARUNDEL COUNTY, MD	STROHECKER, INC. 1595 SKINNERS TURN RD. OWINGS, MD 20736	VARIOUS CULVERTS / HEADWALLS ANNE ARUNDEL COUNTY MD	100,000.00	JIMMY STROHECKER (P) 410-257-9136 443-336-0053	Jan-20	Dec-20
20-007	AFP	BALTIMORE CO	MD	CUL	BALTIMORE, COUNTY, MD 111 W. CHESAPEAKE AVE BALTIMORE, MD 21204	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REHABILITATION THROUGHOUT THE COUNTY FY 18-FY20	150,000.00	SHELDON EPSTEIN (P) 410-887-3711 (F) 410-887-4505	Jan-20	Dec-20
20-008	AFP	SILVER SPRING MONTGOMERY COUNTY	MD	CUL	MONTGOMERY COUNTY	D&F CONSTRUCTION 4017 PENN BELT PLACE FORESTVILLE, MD 20747	CULVERT REHAB	42,600.00	MARK BRONSON (P) 240-674-8977	Feb-20	Jan-20
20-009	TM	FAYETTE	AL	PIPE DIST 59 PO BOX 717 HAMILTON, AL 35570	ALDOT-WC REG HAMILTON	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	PO# D00 12 2000002075 48" PIPE LINER	35,499.98	WES SPILLER (P) 205-921-2117 SPILLERR@DOT.STATE.AL.US	Jan-20	Dec-22
20-012	AFP	CHARLES CO	MD	CUL	CHARLES COUNTY, MD 200 BALTIMORE ST LAPLATA, MD 20646	PROSHOT CONCRETE	CULVERT LINING - PINEFIELD RD TAMMY DR / SHEARWATER DR	150,000.00	JOH KEARN ART SWANN (P) 301-885-1314	Jan-20	Dec-20
20-013	AFP	HARFORD	MD	STORM DRAIN	HARFORD COUNTY PUBLIC WORKS 212 S. BOND ST., 3RD FLOOR BEL AIR MD 21014	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	STORM DRAIN GUNITE REPAIR PROGRAM (BID 18-175) WITH 2 RENEWAL PERIODS ONE-YEAR CONTRACT WITH RENEWAL	200,000.00	NAVEED SHAH (P) 410-638-4109 X 1395 (F) 410-893-3849	Jan-20	Dec-20
20-014	PAM	WARNER ROBBINS	GA	CULVERT	TREEWORKRD ENVIRONMENTAL 533 N BETHANY RD MCDONOUGH, GA 30252	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	SHOTCRETE LINING OF 54" CMP LOWES PARKING LOT	41,860.00	GERALD PHILLIPS (P) 770-826-9189	Jan-20	Feb-20
20-015	TM	FAYETTE CO	TN	CUL	TN DOT 1774 HWY 54 EAST COVINGTON, TN 38019	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CONTRACT NO CNT333	96,286.40	KATIE MCGINNIS, PE (P) 901-475-2519 KATIE.MCGINNIS@TN.GOV	Jan-20	May-20
20-018	TM	COLUMBUS	OH	SEWER	CITY OF COLUMBUS DEPT OF PUBLIC UTILITIES 910 DUBLIN ROAD RM 3012 COLUMBUS, OHIO 43215	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	ALUM CREEK TRUNK MIDDLE SANITARY SEWER REHAB PROJECT CIP # 650725-100016 PHASE C	5,729,118.30	MIKE PETTIFORD (P) 614-645-0484 (F) 614-645-8019	May-20	Dec-20
20-019	TM	BRENTWOOD	TN	CUL	CITY OF BRENTWOOD, TN 1750 GENERAL GEORGE PATTON BRENTWOOD, TN 37027	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	2020 PIPE REPAIR IN THE CITY OF BRENTWOOD, TN	500,000.00	TODD HOPENSTEDT (P) 615-371-0080 TODD.HOPENSTEDT@BRENTWOODTN.GOV	May-20	May-22

20-020	TM	DEKALB CO	GA	CUL	DEKALB COUNTY PUBLIC WORKS	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	SHOTCRETE RESTORATIVE SERVICE FOR STORMWATER PROJECT	74,400.00	TINA T PHAN PROCUREMENT (P) 404-371-6331 (F) 404-371-7006	Feb-20	Dec-21
20-022	AFP	WASHINGTON	DC	SEWER	DC WATER	ANCHOR CONSTRUCTION 2254 25TH PLACE NE WASHINGTON DC 20018-3144	SEWER REPAIR FOR DC WATER THROUGH ANCHOR CONST.	250,000.00	JILL WEST ANCHOR CONST (P) 410-802-5540 (P) 410-802-5540	Jan-20	Dec-22
20-023	AFP	SPRINGFIELD	VA	CUL	VDOT	A & M CONCRETE 32685 DULES TRADE CO STERLING, VA 20166	1-395 TURKEYCOCK SLIP RAMP EDSALL RD OFF RAMP	57,300.00	BRIAN GROVER A & M CONCRETE (P) 703-928-2261	Mar-20	Dec-20
20-025	AFP	GEORGETOWN	DE	CUL	TOWN OF GEORGETOWN 39 THE CIRCLE GEORGETOWN, DE 19947	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	GEORGETOWN CULVERT REPAIRS	261,000.00	JEFF WARD (P) 302-448-0542	Mar-20	Aug-20
20-027	PM	GLADES CO	FL	CUL	FLORIDA DOT - DBI 6395 TOWER LANE SARASOTA, FL 34240	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	DBI BRIDGE REPAIRS # 090055	48,532.00	KENNETH AKERS (P) 941-341-9300 KENNETH AKERS@DBISERVICES.COM	Apr-20	Apr-20
20-029	AFP	ERIC COUNTY	PA	CUL	PENNDOT - ERIC COUNTY 255 ELM ST OIL CITY, PA 1631	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REHAB - ECMS 106443	287,000.00	IDAX NUL PJ (P) 814-678-7126	May-20	Jul-20
20-031	TONY	WASHINGTON	IN	CUL	MIKE SIDLEY CHERRY TREE PLAZA WASHINGTON, IN 47501	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	SHOTCRETE 42 INVERT AT CHERRY TREE MALL	49,600.00	MIKE SIDLEY SIDLEYLAW@EARTHLINK.COM	Apr-20	Apr-20
20-032	AFP	ROMNEY	WV	CUL	HAMPSHIRE GAS 1114 HAMPSHIRE GAS RD ROMNEY, WV 26757	SUBMAR, INC 1711 DUNN ST HOUMA, LA 70360 LEE MARTIN - 931-232-1857	COMPRESSOR LAKE DAM CULVERT REPAIRS	91,920.00	RYAN MILLER (P) 703-750-4872 mwelton@swmlnk.com	Apr-20	Jul-22
20-034	TM	MUSCLE SHOALS	AL	CUL	CITY OF MUSCLE SHOALS 919 EAST AVALON, STE B MUSCLE SHOALS, AL	CIVIL GROUP	JOINT REPAIRS OF 60" CMP	15,750.00	BRAD WILLIAMS, PE (P) 256-320-1125 BRAD@GCCIVILGROUP.COM	Apr-20	May-20
20-036	TM	EUFULA	AL	CUL	CITY OF EUFAULA 205 EAST BARBOUR STREET EUFULA, AL 36027	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CYPRESS COVE STREET STORM DRAINAGE PIPE REHABILITATION	106,400.00	TIM BRANNON SUPERINTENDENT (P) 334-687-1236 (F) 334-687-1239	Apr-20	May-20
20-037	TM	VARIOUS		PIPE LINER	VARIOUS	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	30" OR LESS DIAMETER PIPE LINING	298,813.00	RAY OR BRANDI STOVER (P) 256-221-0011 (P) 256-530-3864	Apr-20	Apr-20
20-038	CRAIG	CRAWFORDSVIL	IN	CUL	INDIAN DEPT OF TRANS	TEMPLE & TEMPLE EXCAVATING & PAVING 1367 SOUTH STATE RD 60 SALEM, IN 47167	IN DOT CONTRACT R.37788 SMALL STRUCTURE PIPE LINING CRAWFORDSVIL DISTRICT	394,700.00	PIPEWORKSOLUTIONSLLC2012@GMAIL.COM BROOKLYNM@TEMPLEANDTEMPLE.COM (P) 812-833-2264	Jun-20	Dec-20
20-040	AFP	CARROLL CO	MD	CUL	CARROLL COUNTY 225 N. CENTER ST WESTMINSTER, MD 21157	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	STORM DRAIN REPAIRS PIGGYBACK BALTIMORE COUNTY CONTRACT	200,000.00	ERIC SILVERMAN (P) 410-386-6717 (F) 410-876-8978	May-20	Dec-20

20-042	TM	MARIETTA	OH	CUL	OHIO DOT DISTRICT 10 338 MUSKOGUM DRIVE MARIETTA, OH 45750	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	INVERT PAVING IN VARIOUS COUNTIES CONTRACT 316-20	200,000.00	JOHN COEN (P) 740-566-3956 JOHN.COEN@DOT.OHIO.GOV	Jun-20	Dec-20
20-043	TM	JACKSON	TN	CUL	PILOT TRAVEL CENTERS LLC 5508 LONAS ROAD KNOXVILLE TN 37909	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	REPAIR 96' CMP AT 1-40 EXIT 85 CHRISTMASVILLE RD PLOT # 366-04	310,500.00	ROBIN DUKES (P) 865-474-3499 ROBIN.DUKES@PILOTTRAVELCENTER.COM	Jun-20	Dec-20
20-046	AFP	WESTON	CT	CUL	TOWN OF WESTON, CT 56 NORFIEL RD WESTON, CT 06883	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT LINING - TIMBER MILL LANE	34,730.00	JOHN CONTE 203-222-2680	Aug-20	Dec-20
20-048	AFP	NEW BRIGHTON	PA	CUL	TOWN OF WEST MAYFIELD 3700 W 9TH ST BEAVER FALLS, PA 15010	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REPAIRS	64,400.00	ELI KOSANWICH 724-910-1955	Sep-20	Dec-20
20-052	TM	TROY	AL	CULVERT	AL DOT 299 ELBA HWY / HWY 87 S TROY, AL 36079	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	PIPE INSPECTIONS/PIPE LINING STORM DRAIN SERVICES MA 012 200000000345	100,000.00	ROBBIE SPEIGNER 334-353-6834 SPEIGNERR@DOT.STATE.US	Sep-20	Dec-20
20-054	AFP	ANDERSON	OH	CULVERT	ANDERSON TOWNSHIP OH 7850 FIVE MILE RD ANDERSON TOWNSHIP OH 45230	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	COPPERGLOW CT - CULVERT REHABILITATION	147,600.00	ERIC LUGNBUEHL PH: 513-688-6400 E: 513-276-8948	Sep-20	Dec-20
20-057	AFP	LORTON	VA	CULVERT	SUNBELT RENTAL 7909 KINCANNON PLACE LORTON, VA 22079	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	STORM DRAIN DENTENTION FACILITY	64,906.00	JOEL THEROS 703-550-8320	Oct-20	Oct-20
20-059	AFP	ATHENS	OH	CULVERT	ATHENS COUNTY, OH 15 S COURT STREET ATHENS, OH 45701	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REPAIRS-ATH-CR25-7.62	93,400.00	DONNIE STEVENS 740-593-5514 DSTEVEN@athensoh.org	Sep-20	Sep-20
20-063	AFP	VANDALIA	OH	CULVERT	CITY OF VANDALIA OHIO 333 JAMES E. BOHMAN VANDALIA, OH 45377	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	BUTTERCUP AVENUE STORM SEWER LINING	49,795.00	ROB CRON 937-415-2323 RCRON@vandaliaohio.org	Nov-20	Dec-20

PROSHOT CONCRETE, INC 2021 CULVERTS															
JOB NO.	SALES LOCATION	ST	TYPE	OWNER	GEN CONTRACTOR	DESCRIPTION	CONTRACT AMOUNT	CONTACT & PHONE	START DATE	COMPLTN DATE	LIQUIDATED DAMAGE	LEGAL ACTION OWNER	LEGAL ACTION	BONDING CO	HMBEAME
21-001	ASP ANNE ARUNDEL COUNTY	MD	CULVERT	ANNE ARUNDEL CITY, MD	STROHECKER INC. 1535 SKINNERS TURN RD. OWINGS, MD 20735	VARIOUS CULVERTS/HEADWALLS	86,594.00 (P) 410-257-9136	JIMMY STROHECKER	Jan-21	Dec-21	NO	NO	NO	N/A	NO
21-002	ASP SILVER SPRINGS	MD	CULVERT	MONTGOMERY COUNTY	DAF CONSTRUCTION 4017 PENN BELT PLACE FORESTVILLE, MD 20747	CULVERT REHAB - VARIOUS	654,921.00	MARK BROSMAN	Feb-21	Feb-22	NO	NO	NO	NA	NO
21-003	TM JACKSON	TN	CULVERT	GARY TAYLOR 2574 CHRISTIANVILLE COVE JACKSON, TN 38395	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	INVERT REPAIR OF 96" PIPE & JOINT REPAIR	27,500.00	GARY TAYLOR	Jan-21	Jan-21	NO	NO	NO	NA	NO
21-007	ASP SEMINOLE CITY	FL	CULVERT	FL DOT DISTRICT 5 719 S WOODLAND BLVD DELAND, FL 32720	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	DESILTING & BOX CULVERT REHAB ES2A3	220,073.00 (P) 407-272-2763	JIM WOODS	Jan-21	Apr-21	NO	NO	NO	Fidelity & Deposit Co of MD 1239 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-4100	NO
21-008	ASP BALTIMORE CITY	MD	CULVERT	BALTIMORE COUNTY 111 W. CHESAPEAKE AVE BALTIMORE, MD 21204	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REHAB THROUGHOUT THE C	509,173.00 (P) 410-487-5711 (P) 410-487-4505	SHELDON EPSTEIN	Jan-21	Dec-21	NO	NO	NO	Fidelity & Deposit Co of MD 1239 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-4100	NO
21-009	ASP WOODSTOCK	GA	CULVERT	CITY OF WOODSTOCK GA 12453 HWY 92 WOODSTOCK, GA 30188	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	JUSTIN DRIVE PIPE REHAB RFP: 2021-06	49,514.00 (P) 770-597-6000 jbentley@proshotconcrete.com	JEREMY PARKER	Jan-21	Feb-21	NO	NO	NO	Fidelity & Deposit Co of MD 1239 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-4100	NO
21-011	ASP S.FULTON	GA	CULVERT	CITY OF S. FULTON/PUBLIC WORKS 6095 BOAT ROCK BLVD SUITE A ATLANTA, GA 30136	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	LOCK LOUNUD TRAIL	76,516.00	ROLAND CAREY JACOBS ENGINEERING (P) 470-402-5722 (P) 470-402-5722	Mar-21	Mar-21	NO	NO	NO	NA	NO
21-013	TM LORETO	TN	CULVERT	CITY OF LORETO, TN P.O. BOX 176 LORETO, TN 38469	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	INVERT REPAIR OF 80" PIPE CLAY BRANCH ROAD	4,400.00 jbentley@proshotconcrete.com	JESSE TURNER, MAYOR	Feb-21	Feb-21	NO	NO	NO	NA	NO
21-014	ASP FREDERICKSBURG	VA	CULVERT	CHESAPEAKE EXPRESS 7325 BERRY LANE BALTIMORE, MD 21237	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REPAIR @ EXTRA STORAGE SPACE FACILITY	62,188.00 (P) 443-595-5727	BILL COCHRAN	Mar-21	Mar-21	NO	NO	NO	NA	NO
21-015	TM CHIPLEY	FL	CULVERT	FL DOT - DISTRICT 3 1074 HWY 90 CHIPLEY, FL 32428	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	PIPE LINER INSTALL, DEWATER, DESIL & REMOVE DEBRIS EU29	129,090.15 (P) 850-310-1764 jbentley@proshotconcrete.com	WYANNE EDWARDS	Mar-21	Apr-21	NO	NO	NO	Fidelity & Deposit Co of MD 1239 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-4100	NO
21-016	TM MUSCLE SHOALS	AL	CULVERT	CITY OF MUSCLE SHOALS 919 E. AVALON, STE B MUSCLE SHOALS, AL 35661	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	JOINT REPAIRS OF 60" CMP	2,000.00 (P) 256-320-1125 brad@proshotconcrete.com	BRAD WILLIAMS	Apr-21	Apr-21	NO	NO	NO	N/A	NO
21-018	ASP SCHUYKILL	PA	CULVERT	PENN DOT 1101 S FRONT ST HARRISBURG, PA 17104	FABCOR 1205 MID VALLEY DR JESSUP, PA 18434	REHAB OF CMP CULVERT - 2 PIPES ECMS 105932	144,190.00 (P) 570-840-0093 pmechtin@libertyns.com	PAT MEEHAN	Apr-21	Apr-21	NO	NO	NO	N/A	NO
21-020	ASP DUNDALK	MD	CULVERT	CONTINENTAL REALTY CORP 1139 MERRITT BLVD DUNDALK, MD 21222	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REPAIR @ BOWLING ALLEY 1101 MERRITT BLVD DUNDALK, MD 21222	211,150.00 (P) 443-596-5727	BILL COCHRAN	Apr-21	May-21	NO	NO	NO	N/A	NO
21-021	ASP CHARLES CITY	MD	CULVERT	CHARLES CITY, MD 200 BALTIMORE ST LAUREL, MD 20646	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT LINING COTTONGRASS ST & OTHERS	98,862.40 (P) 201-485-1314	JOHN KEARN/ART SWAN	May-21	Dec-21	NO	NO	NO	N/A	NO
21-022	TM BRENTWOOD	TN	CULVERT	CITY OF BRENTWOOD 1750 GENERAL GEORGE PATTON DR BRENTWOOD, TN 37027	SULLIVAN ENGINEERING 317 MAIN ST FRANKLIN, TN 37064	2021 PIPE REPAIR	200,634.00 (P) 615-371-0880 todd.hoppenstedt@proshotconcrete.com	TODD HOPPENSTEDT	May-21	Dec-21	NO	NO	NO	N/A	NO
21-023	ASP HOWARD CITY	MD	STORM DRAIN	CSX RAILROAD 6459 DORSEY RUN RD JESSUP, MD 20794	COMMERCIAL MAINTENANCE 406-B BETHEL AVE ASTON, PA 19014	CSX RAILROAD DISTRIBUTION CENTER	289,592.00 (P) 610-587-2334	RICK ORNER	May-21	Jul-21	NO	NO	NO	N/A	NO

21-026	AFP	GEORGETOWN	DE	CULVERT	TOWN OF GEORGETOWN 39 THE CIRCLE GEORGETOWN, DE 19947	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	FRANKLIN ST CULVERT REPAIRS	127,000.00	JEFF WARD (P) 302-448-0542	Jun-21	Jun-21	NO	NO	NO	N/A	NO
21-027	CC	CHILICOTHE	OH	INVERTS	OHIO DOT 650 EASTERN AVENUE CHILICOTHE, OH 45601	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	INVERT PAVING STATE WIDE	379,820.00	DAVID WALTON (P) 740-774-9914 david.walton@dot.ohio.gov	Jun-21	Sep-21	NO	NO	NO	N/A	NO
21-029	AFP	CARROLL COUNTY	MD	CULVERT	CARROLL COUNTY MD 225 N. CENTER STREET WESTMINSTER, MD 21157	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	STORM DRAIN REPAIRS COUNTY WID	196,622.00	SONNY CHO (P) 410-386-2149	Jul-21	Dec-21	NO	NO	NO	N/A	NO
21-030	CC	DECATUR	IL	INLET	SANITARY DISTRICT OF DECATUR 501 S. DIPPER LAKE DECATUR, IL 62522	CHRISTY-TOLZ 740 S. MAIN STREET DECATUR, IL 62521	SLUDGE INLET REHABILITATION	48,000.00	BRIAN BLADE (P) 410-386-2149 brianb@chidist.org	Jun-21	Jun-21	NO	NO	NO	N/A	NO
21-031	CC	TUSCUMBIA	AL	CULVERT	ALDOT 235 HIGHWAY 20 EAST TUSCUMBIA, AL 35674	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	PIPE CLEANING & 36" INVERT	562,500.00	DARNELL SPENCER (P) 256-389-1413 darnell@dot.alabama.gov	Jun-21	Jun-21	NO	NO	NO	N/A	NO
21-032	AFP	HARFORD	MD	STORM DRAIN	HARFORD COUNTY PUBLIC WORKS 212 S BOND ST. 3RD FLOOR BEL AIR, MD 21014	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	STORM DRAIN GUNITE REPAIR	131,000.00	NAVEED SHAH (P) 410-618-4109 EXT 1395	Jun-21	Dec-21	NO	NO	NO	N/A	NO
21-033	AFP	CAPE CANAVERAL	FL	FLAME DIVERTER	SPACE X 1 ROCKET RD CAPE CANAVERAL, AFS, FL 32920	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	FLAME DIVERTER	108,400.00	GEORGE GRZYVWACZ (P) 566-295-4295	Jul-21	Aug-21	NO	NO	NO	N/A	NO
21-034	AFP	HOWARD COUNTY	MD	STORM DRAIN	HOWARD CITY, DEPT OF PUBLIC WORKS 6751 COLUMBIA GATEWAY DR SUITE 501 COLUMBIA, MD 21046	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	STORM DRAIN GUNITE REPAIR	233,536.00	MATT WOLF (P) 443-610-9395	May-21	May-22	NO	NO	NO	N/A	NO
21-036	CC	DES MOINES	IA	CULVERT	CITY OF DES MOINES, IA 400 ROBERT D RAY DR DES MOINES, IA 50309	RW EXCAVATING 13293 S 98TH AVE W PRAIRIE CITY, IA	CULVERT	110,500.00	CATHERINE WHISENAND (P) 515-994-2848 cwhisenand@cityofdesmoines.com	Aug-21	Sep-21	NO	NO	NO	N/A	NO
21-037	CC	JACKSON COUNTY	AL	PIPE LINER	ALDOT-NORTH REG-GUNTERSVILLE 23445 HWY 431 N GUNTERSVILLE, AL 35976	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	PIPE LINER	189,000.00	ZACH BENNETT (P) 256-571-7267 benzette@dot.alabama.gov	Aug-21	Sep-21	NO	NO	NO	N/A	NO
21-039	AFP	CLARKSVILLE	TN	CULVERT	CAFARO COMPANY 5577 YOUNGSTOWN WARREN RD NILES, OH 44446	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REPAIR	89,130.00	MIKE BOYLE (P) 330-747-2661	Oct-21	Nov-21	NO	NO	NO	N/A	NO
21-041	AFP	ASHVILLE	NC	CULVERT	MOOG'S MUSIC 160 BROADWAY ST ASHVILLE, NC 28804	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REPAIR	9,000.00	MIKE ADAMS (P) 828-239-0124	Sep-21	Sep-21	NO	NO	NO	N/A	NO
21-042	TONY	PHENIX CITY	AL	CULVERT	CITY OF PHENIX CITY 1206 7TH AVE PHENIX CITY, AL 36868	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REPAIR	Matk	MICHAEL PATILLO (P) 334-448-2766	Sep-21	Sep-21	NO	NO	NO	N/A	NO
21-043	AFP	FAIRFAX	VA	CULVERT	STORMWATER MAINT & CLEANING 10944 BEAVER DAM RD. SUITE C HUNT VALLEY, MD 21030	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REPAIR	29,265.00	GREG HARLESS (P) 443-269-0216	Oct-21	Nov-21	NO	NO	NO	N/A	NO
21-044	AFP	BEL AIR	MD	CULVERT	BEL AIR SOUTH COMMUNITY HOA 2256 N TOLLGATE CIRCLE BEL AIR, MD 21015	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REPAIR	29,198.00	MIKE STANSKY (P) 443-616-5800	Oct-21	Nov-21	NO	NO	NO	N/A	NO

PROSHOT CONCRETE, INC 2022 CULVERT REPAIRS															
JOB NO.	SALES	LOCATION	ST	TYPE	OWNER	GEN CONTRACTOR	DESCRIPTION	CONTRACT AMOUNT	CONTACT & PHONE	START DATE	COMPLTN DATE	LIQUIDATED DAMAGE	LEGAL ACTION OWNER	LEGAL ACTION	BONDING CO
22-029	CC	NASHVILLE	TN	CULVERT	METRO WATER SERVICES	WALKER BUILDING GROUP	CULVERT REPAIR	57,280.00	MATTHEW FREY (P) 615-852-7095 mfreymt@walkerbuiltgroup.com	Mar-22	Mar-22	NO	NO	NO	Gregg Talum 205-414-8100
22-031	AFP	SPRINGFIELD	VA	CULVERT	MIDSOUTH BUILDING SUPPLY 7940 WOODRUFF CT SPRINGFIELD, VA 22151	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630	CULVERT REPAIR	66,732.00	JOHN LATTIEN (P) 703-321-4039	Apr-22	Apr-22	NO	NO	NO	N/A
22-035	TM	BRENTWOOD	TN	CULVERT	CITY OF BRENTWOOD TN 1750 GENERAL GEORGE PATTON DR BRENTWOOD, TN 37027	SULLIVAN ENGINEERING 317 MAIN ST, STE 201 FRANKLIN, TN 37064	CULVERT REPAIR	200,000.00	TODD HOPPENSTEDT (P) 615-371-0080 todd.hoppenstedt@brentwoodtn.com	Apr-22	Dec-22	NO	NO	NO	Fidelity & Deposit Co of MD 1289 Zurich Way, 5th Floor Schaumburg, IL 60156 Gregg Talum 205-414-8100
22-036	CC	DEKALB CITY	GA	CULVERT	DEKALB CITY PUBLIC WORKS 1300 COMMERCE DR, 2ND FLOOR DECATUR, GA 30030	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630	CULVERT	400,000.00	SHAMEKA WEAVER (P) 404-371-2019 sweaver@dmhhsounhnh.gov	Apr-22	Mar-22	NO	NO	NO	Fidelity & Deposit Co of MD 1289 Zurich Way, 5th Floor Schaumburg, IL 60156 Gregg Talum 205-414-8100
22-037	TM	VARIOUS		PIPE LINER	PIPEWORKS SOLUTIONS 3004 ALEXANDRIA RD ANNISTON, AL 36201	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630	PIPE LINER	300,000.00	RAY STOVER (P) 256-231-0011	Apr-22	Dec-22	NO	NO	NO	N/A
22-038	AFP	YORK	SC	CULVERT	DUKE ENERGY	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630	CULVERT REPAIR	309,950.00	ANGIE CHERPKE (P) 704-991-6465	Jun-22	Aug-22	NO	NO	NO	N/A
22-043	AFP	LOUISVILLE	KY	SEWER	LOUISVILLE METRO SEWER DISTRICT	MIDWEST MOLE 6814 WEST RTE 350N GREENFIELD IN 46140	COMBINED SEWER REHAB	990,000.00	JOE BUTOR (P) 317-973-9775	May-22	Oct-22	NO	NO	NO	N/A
22-044	CC	HAMILTON	AL	CULVERT	MARION CITY BOARD OF EDU 784 10TH AVE SW HAMILTON, AL 35570	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630	CULVERT REPAIR	20,000.00	KEITH BRUMLEY (P)	May-22	May-22	NO	NO	NO	N/A
22-047	AFP	CATLETT	VA	CULVERT	VIRGINIA DOT 1201 E BROAD ST RICHMOND, VA 23219	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630	CULVERT REPAIR	82,896.00	GLENN MCANINCH (P) 804-270-1772	Jun-22	Jun-22	NO	NO	NO	Fidelity & Deposit Co of MD 1289 Zurich Way, 5th Floor Schaumburg, IL 60156 Gregg Talum

PROSHOT CONCRETE, INC 2022 CULVERT REPAIRS													
JOB NO.	SALES LOCATION	ST	TYPE	OWNER	GEN CONTRACTOR	DESCRIPTION	CONTRACT AMOUNT	CONTACT & PHONE	START DATE	COMPLTN DATE	LIQUIDATED DAMAGE	LEGAL ACTION OWNER	LEGAL ACTION BONDING CO
22-050	TM JACKSON	TN	CULVERT	JACKSON MADISONCTY HOSPITAL 620 SKYLINE DR JACKSON, TN 38301	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REPAIR	389,975.00	ROBBY SMITH (P) 731-541-6009 robby.smith@web.org	Jun-22	Sep-22	NO	NO	N/A
22-051	AFP FREDERICKSBURG	VA	CULVERT	CAFARO COMPANY 5577 TOWNSTOWN WARREN RD NILES, OH 44446	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REPAIR	73,464.00	RICK KLINEHAMER (P) 724-510-1024	Jun-22	Jul-22	NO	NO	N/A
22-052	AFP VIRGINIA	VA	CULVERT	VIRGINIA DOT 1201 E. BROAD ST RICHMOND, VA 23219	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REPAIR	98,424.00	GLENN MCANINCH (P) 804-270-1772	Jun-22	Jun-22	NO	NO	Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100
22-054	CC GUNTERSVILLE	AL	CULVERT	ALABAMA DOT P.O. BOX 590 GUNTERSVILLE, AL 35976	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REPAIR	300,000.00	IZACH COOPER (P) 256-571-1761 icooper2@dal.state.al.us	Jul-22	Dec-22	NO	NO	Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100
22-055	CC ROCKDALE CTY	GA	CULVERT	ROCKDALE CTY GEORGIA 962 MILSTEAD AVE CONYERS, GA 30012	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REPAIR	537,250.00	TERRENCE SIMPKINS (P) 770-278-7122 terrence.simpkins@rockdalecountyga.gov	Jul-22	Jul-22	NO	NO	Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100
22-056	AFP WESTMINSTER	MD	CULVERT	CAROL COUNTY MARYLAND 17435 MILL BRANCH PL BOWIE, MD 20716	SMI SERVICES 17435 MILL BRANCH PL BOWIE, MD 20716	CULVERT REPAIR	30,760.00	AMANDA TIPPETT (P) 301-892-6134	Aug-22	Aug-22	NO	NO	N/A
22-057	AFP ARLINGTON	VA	CULVERT	ARLINGTON SCHOOL DISTRICT 9700 CAPITAL CT MANASSAS, VA 20110	APEX COMPANY 9700 CAPITAL CT MANASSAS, VA 20110	CULVERT REPAIR	73,900.00	PHILIP ATKINS (P) 571-320-8654	Aug-22	Sep-22	NO	NO	N/A
22-060	CC PHENIX CITY	AL	CULVERT	CITY OF PHENIX CITY 1206 7TH AVE PHENIX CITY, AL 36867	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630	CULVERT REPAIR	338,488.00	MICHAEL PATILLO (P) 334-448-2766 mpatillo@phenixcityal.us	Sep-22	Dec-22	NO	NO	Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum
22-063	CC KENNESAW	GA	CULVERT	CITY OF KENNESAW 3490 PIEDMONT RD ATLANTA, GA 30305	KOB ENGINEERING 3490 PIEDMONT RD ATLANTA, GA 30305	PIPE INSPECTION	18,500.00	PAUL WHIGHAM (P) 404-812-8600	Sep-22	Sep-22	NO	NO	N/A

PROSHOT CONCRETE, INC 2023 JOB LISTINGS														
JOB NO.	SALES LOCATION	ST	TYPE	OWNER	GEN CONTRACTOR	DESCRIPTION	CONTRACT AMOUNT	CONTACT & PHONE	START DATE	COMPLTN DATE	LIQUIDATED DAMAGE	LEGAL ACTION OWNER	LEGAL ACTION	BONDING CO
23-002	AFP HOWARD COUNTY	MD	STORM DRAIN	HOWARD COUNTY MD 6751 COLUMBIA GATEWAY DR SUITE 501 COLUMBIA, MD 21046	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35030	STORM DRAIN GUNITE REPAIRS	300,000.00	MATT WOLF (P) 443-630-0365	Jan-23	Dec-23	NO	NO	NO	NA
23-004	CC NASHVILLE	TN	CULVERT	METRO WATER SERVICES 2017 LOCUST ST NASHVILLE, TN 37207	WALKER BUILDING GROUP CULVERT REHABILITATION	180,000.00	THOMAS ESTABROOKS (P) 615-652-7005 tsestabrooks@walkerbuildinggroup.com	Jan-23	Feb-23	NO	NO	NO	NO	
23-005	CC GUNTERVILLE	AL	CULVERT	ALDOT NORTH REGION PO BOX 550 GUNTERVILLE, AL 35976	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35030	CULVERT REHABILITATION	300,000.00	IZACH COOPER (P) 256-571-1281 ccoper@proshotconcrete.com	Jan-23	Dec-23	NO	NO	NO	Fidelity & Deposit Co of MD 1209 Zurich Way, 5th Floor Schaumburg, IL 60106 Gregg Tatum 205-414-8100
23-006	CC ROCKDALE	GA	CULVERT	ROCKDALE CITY GEORGIA 902 MILLSTEAD AVE CONERS, GA 30012	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35030	CULVERT REHABILITATION	537,250.00	TERRENCE SIMPKINS (P) 770-278-7122 tsimpkins@proshotconcrete.com	Jan-23	Dec-23	NO	NO	NO	Fidelity & Deposit Co of MD 1209 Zurich Way, 5th Floor Schaumburg, IL 60106 Gregg Tatum 205-414-8100
23-007	AFP HARTFORD	MD	STORM DRAIN	HARTFORD CITY PUBLIC WORKS 212 S BOND ST 3RD FLOOR BEL AIR, MD 21014	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35030	CULVERT REHABILITATION	300,000.00	NAVEED SHAH (P) 410-638-1109 EXT 1385	Jan-23	Dec-23	NO	NO	NO	NA
23-009	CC LEBANON	OH	CULVERT	ODOT 1680 WEST BROAD ST COLUMBUS, OH 43223	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35030	INVERT PAVING	500,000.00	BRANDON COLLETT (P) 513-633-6043 brandon.collett@odot.ohio.gov	Jan-23	Sep-23	NO	NO	NO	N/A
23-010	AFP CHARLES CITY	MD	CULVERT	CHARLES CITY 200 BALTIMORE ST LAPLATA, MD 20646	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35030	CULVERT REPAIR	100,000.00	JOHN KERN (P) 301-885-1314	Jan-23	Dec-23	NO	NO	NO	N/A
23-012	CC ELBA	AL	CULVERT	CITY OF ELBA, AL 6965 US HWY 231 BUNDIDGE, AL 36010	SA. GRAHAM CO CULVERT REPAIR	38,500.00	RANDY HALL (P) 334-735-2382	Feb-23	Feb-23	NO	NO	NO	NO	N/A
23-013	TM JACKSON	TN	CULVERT	CURRIE JOHNSON 2550 ASPHPORT RD JACKSON, TN 38305	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35030	CULVERT REPAIR	15,500.00	CURRIE JOHNSON (P) 731-816-0201	Feb-23	Feb-23	NO	NO	NO	Fidelity & Deposit Co of MD 1209 Zurich Way, 5th Floor Schaumburg, IL 60106 Gregg Tatum 205-414-8100
23-014	CC UGRANGE	GA	CULVERT	ALBANESE CORMIER HOLDINGS 350 PINE STREET SUITE 800 BEAUMONT, TX 77701	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35030	CULVERT REPAIR	81,000.00	SCOTT ARENA (P) 406-554-4831	Feb-23	Feb-23	NO	NO	NO	Fidelity & Deposit Co of MD 1209 Zurich Way, 5th Floor Schaumburg, IL 60106 Gregg Tatum 205-414-8100
23-015	TM BRENTWOOD	TN	CULVERT	CITY OF BRENTWOOD 1750 GENERAL GEORGE PATTON DR BRENTWOOD, TN 37027	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35030	CULVERT REPAIR	225,000.00	TODD HOPPENSTEDT (P) 615-571-0080	Feb-23	Dec-23	NO	NO	NO	Fidelity & Deposit Co of MD 1209 Zurich Way, 5th Floor Schaumburg, IL 60106 Gregg Tatum 205-414-8100
23-017	AFP SHELBY	NC	CULVERT	CITY OF SHELBY PO BOX 207 SHELBY, NC 28151	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35030	CULVERT REPAIR	34,000.00	TYLER BROOKS (P) 704-472-2047	Mar-23	Apr-23	NO	NO	NO	N/A
23-018	AFP GERMANTOWN	MO	CULVERT	MATYAN COMPANIES 20251 CENTURY BLVD GERMANTOWN, MD 20874	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35030	CULVERT REPAIR	242,814.00	JIM BRADLEY (P) 301-001-8135	Jun-23	Jul-23	NO	NO	NO	N/A
23-020	CC LIMA	OH	CULVERT	ODOT 1885 N. MCCULLOUGH ST LIMA, OH 45801	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35030	CULVERT REPAIR	741,383.00	DAN NIESE (P) 410-000-0003	Apr-23	Dec-23	NO	NO	NO	Fidelity & Deposit Co of MD 1209 Zurich Way, 5th Floor Schaumburg, IL 60106 Gregg Tatum 205-414-8100

23-023	AFP	ANNE ARUNDEL CTY	MD	CULVERT	ANNE ARUNDEL COUNTY	STROHECKER, INC.	CULVERT REPAIR	150,000.00	JIMMY STROHECKER	Apr-23	Dec-23	NO	NO	NO	N/A
						1505 SKINNERS TURN RD OWINGS, MD 20736			(P) 410-257-9130						
23-024	AFP	CARROLL CTY	MD	CULVERT	CARROLL COUNTY	PROSHOT CONCRETE	CULVERT REPAIR	300,000.00	CATHY VIRTZ	Jun-23	Dec-23	NO	NO	NO	N/A
					225 N. CENTER ST WESTMINSTER, MD 21157	4158 MUSGROVE DR FLORENCE, AL 35050			(P) 410-360-0722 (E) 410-878-8078						
23-025	AFP	BALTIMORE CTY	MD	CULVERT	BALTIMORE COUNTY	PROSHOT CONCRETE	CULVERT REPAIR	500,000.00	SHELDON EPSTEIN	Apr-23	Dec-23	NO	NO	NO	Fidelity & Deposit Co of MD
					111 W. CHESAPEAKE AVE BALTIMORE, MD 21204	4158 MUSGROVE DR FLORENCE, AL 35050			(P) 410-887-3711 (E) 410-887-4505						1280 Zurich Way, 5th Floor Schaumburg, IL 60106 Gregg Tatum 205-414-8100
23-027	AFP	CHADDS FORD	PA	CULVERT	CANTER VILLAGE HOA	PROSHOT CONCRETE	CULVERT REPAIR	24,200.00	JOE FRANCESCHINI	May-23	May-23	NO	NO	NO	N/A
					PO BOX 1119 CHADDS FORD, PA 19217	4158 MUSGROVE DR FLORENCE, AL 35050			(P) 810-558-3558 (E) 810-558-3399						
23-030	CC	IOWA CITY	IA	TUNNEL	UNIVERSITY OF IOWA	MINGER CONSTRUCTION	TUNNEL	184,000.00	JOSH PUEGGER	Jun-23	Jul-23	NO	NO	NO	N/A
					151 ELLIOTT DRIVE IOWA CITY, IA 52242	020 CORPORATE DRIVE JORDAN, MN 55352			(P) 562-386-9200						
23-031	CC	FLORENCE	AL	PIPE LINING	AJDOT	PROSHOT CONCRETE	PIPE INSPECTION	20,000.00	DEBRICK SIMPSON	May-23	May-23	NO	NO	NO	N/A
					205 HIGHWAY 20 TUSCUMBIA, AL 35674	4158 MUSGROVE DR FLORENCE, AL 35050			(P) 256-309-1441						
23-033	AFP	LYNCHBURG	VA	CULVERT	VOOT	PROSHOT CONCRETE	CULVERT REPAIR	715,330.00	GLENN MCANINCH	Jun-23	Aug-23	NO	NO	NO	Fidelity & Deposit Co of MD
					1201 EAST BROAD ST RICHMOND, VA 23219	4158 MUSGROVE DR FLORENCE, AL 35050			(P) 804-270-1772						1280 Zurich Way, 5th Floor Schaumburg, IL 60106 Gregg Tatum 205-414-8100
23-034	CC	MIAMI TOWNSHIP	OH	CULVERT	MIAMI TOWNSHIP OF OHIO	PROSHOT CONCRETE	CULVERT REPAIR	42,931.00	JOHN MUSSELMAN	Jul-23	Jul-23	NO	NO	NO	Fidelity & Deposit Co of MD
						4158 MUSGROVE DR FLORENCE, AL 35050			(P) 513-248-3728						1280 Zurich Way, 5th Floor Schaumburg, IL 60106 Gregg Tatum 205-414-8100
23-038	CC	CRAWFORDSVILLE	IN	CULVERT	INDOT	TEMPLE & TEMPLE	CULVERT PIPE LINING	183,440.00	BROCKLYN MARTIN	Jul-23	Aug-23	NO	NO	NO	N/A
					41 WEST 300 NORTH CRAWFORDSVILLE, IN 47033	1307 S. STATE RD 60 SALEM, IN 47167			(P) 812-883-6044 brocklynm@templeandtemple.com						
23-041	CC	KENNESAW	GA	CULVERT	CITY OF KENNESAW	PROSHOT CONCRETE	CULVERT REPAIR	288,443.00	AMANDA STEVENS	Jul-23	Oct-23	NO	NO	NO	Fidelity & Deposit Co of MD
					3080 MOON STATION RD KENNESAW, GA 30144	4158 MUSGROVE DR FLORENCE, AL 35050			(P) 770-421-8582						1280 Zurich Way, 5th Floor Schaumburg, IL 60106 Gregg Tatum 205-414-8100
23-042	AFP	FRANKLIN	TN	CULVERT	CITY OF FRANKLIN	PROSHOT CONCRETE	CULVERT REPAIR	13,846.00	CASEY CHRISTIAN	Aug-23	Aug-23	NO	NO	NO	N/A
					124 LUMBER DR FRANKLIN, TN 37064	4158 MUSGROVE DR FLORENCE, AL 35050			(P) 615-824-4253						
23-043	AFP	MONTGOMERY CTY	MD	CULVERT	MONTGOMERY COUNTY	DAE CONSTRUCTION	CULVERT REPAIR	300,000.00	MARK BROSMAN	Aug-23	Jun-23	NO	NO	NO	N/A
						4017 PENN BELT PLACE FORESTVILLE, MD 20747			(P) 240-674-8077						
23-044	CC	MORRISTOWN	TN	CULVERT	CITY OF MORRISTOWN PUBLIC WORKS	PROSHOT CONCRETE	CULVERT REPAIR	278,000.00	BRIAN JOHNSON	Sep-23	Dec-23	NO	NO	NO	Fidelity & Deposit Co of MD
					4380 DURHAM LANDING MORRISTOWN, TN 37813	4158 MUSGROVE DR FLORENCE, AL 35050			(P) 423-585-4622						1280 Zurich Way, 5th Floor Schaumburg, IL 60106 Gregg Tatum 205-414-8100
23-045	CC	BLUE ASH	OH	CULVERT	CITY OF BLUE ASH	PROSHOT CONCRETE	CULVERT REPAIR	283,030.00	WILL DAVIS	Sep-23	Dec-23	NO	NO	NO	Fidelity & Deposit Co of MD
					4343 COOPER RD BLUE ASH, OH 45242	4158 MUSGROVE DR FLORENCE, AL 35050			(P) 513-745-6536 wddavis@blueash.com						1280 Zurich Way, 5th Floor Schaumburg, IL 60106 Gregg Tatum 205-414-8100
23-046	AFP	FREDERICK CTY	MD	CULVERT	FREDERICK CITY/OFFICE OF HWY	PROSHOT CONCRETE	CULVERT REPAIR	200,000.00	BRIAN SMITH	Sep-23	Aug-24	NO	NO	NO	N/A
					331 MONTEVUE LANE FREDERICK, MD 21702	4158 MUSGROVE DR FLORENCE, AL 35050			(P) 240-674-1503						
23-047	CC	HAMILTON	AL	CULVERT	MARION CTY SCHOOL BOARD	PROSHOT CONCRETE	CULVERT REPAIR	23,100.00	KEITH BRUMLEY	Aug-23	Aug-23	NO	NO	NO	N/A
					188 WINCHESTER DR HAMILTON, AL 35570	4158 MUSGROVE DR FLORENCE, AL 35050			(P) 205-921-3192						
23-049	AFP	WEST COLUMBIA	SC	STORM DRAIN	TOSI PRS	COMMERCIAL MAINTENANCE	STORM DRAIN	30,870.00	RICK ORNER	Sep-23	Sep-23	NO	NO	NO	N/A
					3450 CHARLESTOWN HWY WEST COLUMBIA, SC 29172	400-B BETHEL AVE ASTON, PA 19014			(P) 810-587-2334						

23-063	CC	TROY	AL	CULVERT	ALDOT 209 ELBA HWY/HWY 87 S TROY, AL 36079	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630	CULVERT	35,213.55	ROBBIE SPEIGNER (P) 334-353-0634	Sep-23	Sep-23	NO	NO	N/A
23-065	APP	GREENVILLE	SC	CULVERT	GREENVILLE COUNTY 301 UNIVERSITY RIDGE GREENVILLE, SC 29601	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630	CULVERT	46,880.00	ROBERT BREWER KEYONA SPURGEON (P) 864-487-4054	Oct-23	Oct-23	NO	NO	N/A
23-067	CC	DEKALB	GA	CULVERT	DEKALB CITY PUBLIC WORKS 1300 COMMERCIAL DR, 2ND FLOOR DECATUR, GA 30030	PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630	CULVERT'S	400,000.00	SHAMEKA WEAVER (P) 404-371-2010	Oct-23	Mar-24	NO	NO	Fidelity & Deposit Co of MD 1200 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Talum 205-414-8100
23-069	AP	ARLINGTON	VA	CULVERT	STORMWATER MAINTENANCE 10944 BEAVER DAM ROAD HUNT VALLEY MD 21030	J.G. MILLER 10944 BEAVER DAM ROAD HUNT VALLEY MD 21030	CULVERT REPAIR	9,812.00	GREG HARLESS 443-269-0216	Nov-23	Nov-23	NO	NO	N/A
23-069	CC	DALTON	GA	CULVERT	CITY OF DALTON 535 ELM STREET DALTON, GA 30722	CITY OF DALTON 535 ELM STREET DALTON, GA 30722	SEWER/TEAN PLANT CONCRETE PIPE LINING PROJECT	888,470.00	JACKSON SHEPPARD 706-278-7077	Nov-23	Apr-24	NO	NO	Fidelity & Deposit Co of MD 1200 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Talum 205-414-8100



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2023

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

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

PRODUCER Cobbs Allen 115 Office Park Drive, Ste 200 Birmingham AL 35223		CONTACT NAME: Cameron Cartee		
		PHONE (A/C, No, Ext): 205-874-3600	FAX (A/C, No): 205-414-8105	
		E-MAIL ADDRESS: ccartee@cobbsallen.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Proshot Concrete, Inc. 4158 Musgrove Drive Florence AL 35630		INSURER A: New Hampshire Ins. Company		23841
		INSURER B: Navigators Specialty Ins Co		36056
		INSURER C: Zurich American Insurance Company		16535
		INSURER D: Charter Oak Fire		25615
		INSURER E: Endurance American Ins Co		10641
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 371896883

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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			GLO143704603	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp Ded 250 ☒ Coll Ded 500			BAP148163503	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$			GA23EXC874299IV	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	025893654	9/1/2023	9/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D B E	Equipment Floater Pollution Excess Liability			QT6303H562574TIL23 NY23ECPX00251NC EXC30024339100	9/1/2023 9/1/2023 9/1/2023	9/1/2024 9/1/2025 9/1/2024	Leased / Rented 500,000 Pollution 2,000,000 Excess Liab Limit 5,000,000

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

General Liability-
- Primary and Non-Contributory
- Additional Insured as required by contract Blanket
- Additional Insured Lessor of Leased Equipment Blanket
- Additional Insured Engineers, Architects or Surveyors no Engaged by Named Insured
- Additional Insured Completed Operations - Blanket
- Waiver of Subrogation Blanket
- XCU is not excluded
See Attached...

CERTIFICATE HOLDER

CANCELLATION

The City Of Kennesaw, Georgia
2529 J.O. Stephenson Avenue
Kennesaw GA 30144-0000

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Cobbs Allen		NAMED INSURED Proshot Concrete, Inc. 4158 Musgrove Drive Florence AL 35630	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- 30 Day notice of cancellation per policy terms and conditions.

Auto Liability-

- Designated Insured Blanket
- Waiver of Subrogation Blanket
- Blanket Additional Insured and Loss Payee
- 30 Day notice of Cancellation per policy terms and conditions

Work Comp-

- Blanket Waiver of Subrogation
- Alternate Employer Endorsement
- Longshore and Harbor Coverage
- 30 Day Notice of Cancellation per policy terms and conditions

Umbrella -

- Follow form

Certificate is a reflection of the current coverages provided for the insured. Limits and coverages are afforded to the certificate holder only if required by written contract. Coverage is primary as respects to General Liability and non-contributory as subject to the terms, conditions and exclusions of your policy. It is agreed by endorsement to the General Liability policy that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.



City of Kennesaw 2024 Pipe Rehabilitation Questions & Answers

Question #1:

Do you have the product specs for the spray cast lining portion?

Answer #1:

PIPE LINING SYSTEM

3.1 The lining system used should be a cured in place product, spray in liner or a product otherwise approved by the Public Works Project Manager.

3.1.a Lining thickness a minimum of 0.5 inch

3.1 b A Georgia Professional Engineer (PE) will need to certify material and lining thickness for the structural rehabilitation of the pipe for the project.

3.2 The lining shall further be performed in accordance with applicable ASTM and ACI Standards and Specifications.

Question #2:

1. Do you have a spec for the job?
2. Are you looking for CIPP? Spraycast?
3. Do you have a list of accepted materials for use?
4. What is the city's budget?

Answer #2:

1. PIPE LINING SYSTEM

- a. 3.1 The lining system used should be a cured in place product, spray in liner or a product otherwise approved by the Public Works Project Manager.
 - b. 3.1.a Lining thickness a minimum of 0.5 inch
 - c. 3.1 b A Georgia Professional Engineer (PE) will need to certify material and lining thickness for the structural rehabilitation of the pipe for the project.
 - d. 3.2 The lining shall further be performed in accordance with applicable ASTM and ACI Standards and Specifications.
2. The lining system can be a cured in place product, spray in liner or a product otherwise approved by the Public Works Project Manager.
 3. The lining system can be a cured in place product, spray in liner or a product otherwise approved by the Public Works Project Manager. A Georgia Professional Engineer (PE) will need to certify material and lining thickness for the structural rehabilitation of the pipe for the project.

4. The City does not have an estimated budget for this project.
-

Question #3:

1. Is this intended to apply to both Cured in Place and Spray in Liner materials?
 - a. Industry standards on minimum liner thickness for CIPP are outlined in ASTM F1216.
 - b. Industry standards for Spray in Liner materials are typically 1.0-inch minimum and increase to 1.5-inch for anything above 54-inch in diameter.
2. To address both, please consider modifying to read "CIPP liner thickness to comply with ASTM F1216. Spray in Liner shall be a minimum of 1.0-inch for 54" and smaller diameter pipe and 1.5-inch for pipe diameters greater than 54".
3. While CIPP will follow the corrugations, the application of Spray in Liner provides the opportunity to fill the corrugations. This results in an increase to the flow capacity through the culverts, further enhancement of the structural performance and an easier to maintain pipe network that is less likely to experience accumulation of settled soils and ponding of water. Is it intended that the pipe corrugations also be filled prior to installing the Spray in Liner material?

Answer #3:

1. The specifications listed in the RFB are intended to apply to both Cure in Place and Spray in Liner.
 2. See comment above.
 3. The specs do not specifically state that pipe corrugations should be filled in prior to installing the Spray in Liner material. The lining thickness should be a minimum of 0.5 inch and a Georgia Professional Engineer (PE) will need to certify material and lining thickness for the structural rehabilitation of the pipe for the project.
-

Question #4:

1. Is the Owner intent to have this rehabilitation provide a fully structural repair to the pipes included in this scope?
2. Should Bidders use fully deteriorated or partially deteriorated conditions to design liner thickness?
3. The current specification does not provide a technical specification for CIPP or sprayed in lining system. How will the Owner confirm that products are equal? We would suggest the Owner providing physical characteristics for both CIPP and sprayed in systems.
4. The Owner has not set any installer qualification requirements for this project. How will the Owner protect from contracting with an unqualified or inexperienced Contractor?
5. When does the Owner expect this work to be released for NTP?
6. Does the Owner intend to award all location to one Contractor?
7. The current specification requires a minimum of 0.5" of lining thickness. Typically, 0.5" will not provide a fully structural rehabilitation of pipes this size. Is the Owner's intent to have these pipes carry a non-structural coating that this minimum thickness?

Answer #4:

1. Yes, the intent is to have structural repairs to the pipes.
 2. It should be specific to the condition of each pipe.
 3. The P.E. shall certify the material and lining thickness for either CIPP or a spray in system.
 4. The Contractor must show previous qualifications. E.g., The Contractor must have completed a minimum of five projects and actively involved in the field installation of the exact name brand product bid or approved product.
 5. Approximately 6-8 weeks after the Bid Opening date.
 6. Yes, all locations will be awarded to one Contractor.
 7. This is just a minimum. A Georgia Professional Engineer will need to determine the appropriate thickness for structural rehabilitation of each pipe.
-

Question #4 (Follow-Up):

1. Regarding question 1, please confirm the Owner will make it known to all Bidders that the repair must provide a structural repair.
2. Regarding question 2, partially or fully deteriorated is a thickness design parameter that should be confirmed by the Owner to ensure all bids are apples to apples. Will you confirm the City will issue this via addendum?
3. Regarding question 4, will the Owner please include quantifiable qualifications (e.g. a minimum of 10,000 LF of 36" diameter or larger pipe)?
4. Regarding question 7, will the Owner please confirm this information will be distributed via addendum?

Answer #4 (Follow-Up):

1. This is included in the RFB Specifications section.
2. It will be the bidder's and his engineer's responsibility to determine the extent of the deterioration and design an adequate thickness for each pipe based on the pipes condition. No addendum will be issued.
3. The City will base its determination of qualification from the submission of the bidder's previous experience. The response of the bidder's work history will be verified as part of the determination.
4. This is included in the RFB Specifications section.

Additionally, please note that all questions and responses received regarding this RFB will be distributed as an addendum.

Question #5

Concern:

The bid documents we have reviewed does include a section titled "SPECIFICATIONS" (page 10-12), and while this section does give some guidance and instructions to the potential bidder regarding a minimum lining thickness (3.1.a.) and requires a PE "certified" lining thickness (3.1.b.), the section

remains largely ambiguous with no actual project specification included. The reference in 3.2 to "applicable ASTM and ACI Standards and Specifications," may be helpful for the cured in place products since ASTM F1216 is specifically for those type of products, but this standard is for flexible pipe design and does not apply to geopolymer or other cementitious spray applied pipe liners, which utilize rigid pipe design. No such standard or specification exists within ASTM or ACI for cementitious spray applied lining. So, we are left without guidance in the specification as to the appropriate means of design as well as a means of understanding how the owner/engineer might make a fair comparison between proposals.

In light of this void in the project specifications, we would like to ask the following question that would provide a fair and equitable means of comparison for a geopolymer or cementitious spray applied lining solution.

Question:

1. Will the City consider including or adding as reference the attached CSI formatted generic specification for spray applied pipe lining?

Answer #5

1. The City does not intend to change the specifications currently listed in the Request for Bids.

Acknowledged

Anthony M. Douglass

Anthony McDouglass, President

Date: 6-19-24





Possible design methods and Repairs. With many different stormwater problems, Proshot Concrete offers many different solutions for repair of underground pipes. After a complete site inspection has been done on the pipe system, Proshot Concrete uses a pipeline checklist to determine the correct approach to the damaged pipe section. Below is a brief description of the possible repair techniques.

Invert Remediation: Flowable Fill

In pipes that have continued to be neglected after losing significant invert material, the bedding and soil beneath the pipe will start to erode with every rain event. This erosion can cause some significant voids below and around the circumference of the pipe. In large man entry pipes, we are able to insert the flowable fill into the floor voids and reestablish an invert for future lining options. For smaller pipes that may eventually receive our Fold and Form PVC lining, Proshot uses a pipe snake camera and grout hose, which is pulled through the pipe to strategically fill in the voids in and around the pipe invert, thus reestablishing the pipe invert. This material is usually a 3000 psi flowable grout material that is compatible with all our lining techniques.

Structural Invert Repair:

If a pipe is showing signs of rust in the invert and just small voids in the high corrugations and no signs of physical deformation of the walls and crown, the invert repair is a very viable solution. Invert repair can also be used as a preventive maintenance method to new and old pipes still in great shape.

The invert repair is used for man entry applications on pipes ranging from 30 inch to unlimited size.

The repair consists of a high-pressure water blast cleaning to remove all debris and silt from the surface of the pipe. Next, reinforcing steel is installed based on the engineering calculations and loading that the structure is under. Depending on the design, this reinforcing could be welded wire fabric installed with #14 self-tapping screws or #4 and #5 rebar which is installed with weld studs.

The invert shotcrete material is then installed to the lower 1/3 of the pipe to a design thickness verified by string lines and depth gauges. This repair procedure ranges from 2 inches thick with wire mesh to up to 8 inches thick with reinforcing steel.

Shotcrete Half Lining :

When a pipe is submitted to high flow rates or a backup of standing water, the erosion or rust line of a pipe is much higher than a standard invert flow line. If the pipe is starting to show completely eroded bottom sections but there is still no deformations forming in the pipe crown, then a half pipe structural repair can be implemented as a repair option.

These repairs are generally implemented in 48 inch diameter and up where the past flow volume has indicated that the pipe is subject to high flows and/or stagnant water. The repair is started with the installation of a cofferdam and bypass system to create a surface dry environment. Next the pipe is completely cleaned of all debris and pressure washed to remove any scaling that could interfere with the surface contact between liner and pipe. These repairs generally involve the installation of weld studs and/or j-bolt wedge anchors to allow the installation of shop fabricated and engineered reinforcing steel. Our shop capacity allows for the individual fabrication, rolling and fitting of the structural steel to each pipe.

The application of shotcrete onto the bottom half of the pipe is then completed to the design thickness.

Shotcrete Full Lining:

The full circumference pipelining design is Our most frequently used and a preferred method in terms of full structural rehabilitation. This design can be implemented on any pipe sizes ranging from 36-inch diameter to unlimited diameter. The reason for this application is most frequently used when a fully deteriorated condition is found in the host pipe. Major reasons for selecting the full circumference design are: Huge voids under and around the pipe, sinkholes forming around the pipes, joint separation and joint misalignment, completely gone and rusted invert and "squatting" of the crown of the host pipe. This repair is also designer friendly, as the technique and equations for full circumference design and repair are easily calculated for the reinforcing steel and the shotcrete thickness.

For this process, the host pipe is thoroughly cleaned and visually inspected for voids in the invert and around the joints of the system. If necessary to ensure the safety of the crew, an invert repair may be made to reestablish the structural integrity of the pipe. Once the voids have been repaired, the structural reinforcing steel is installed per the engineering design. The shotcrete is then applied in layers until the design thickness is reached. Grade lines and depth gauges are installed along the length of the pipe to insure a smooth flowable finish. In most cases the pipe invert is given a smooth troweled finish to create a flowable surface.

Fold and Form PVC Liner

This lining method is for pipes 36 and under that require a full circumference repair. The host pipe can be any shape or type of material, or a combination of different size pipes and material. The material is a form of Poly Vinyl Chloride (PVC) that is extruded to the circumference of the host pipe, heated, folded, and stored on a roll for shipping to the jobsite.

For this procedure, the pipe will have CCTV video from access point to access point. This will show any voids or intrusions into the host pipe. Voids will be filled using the invert remediation method and dirt and debris will be high pressure water jetted to give the liner a clean surface to form into.

The folded liner is then pulled through the pipe, plugs inserted into each end and steam heated under low pressure until the liner fully expands into the host pipe. The air is then changed from hot to chilled air, sizing the liner into its final position.

City of Kennesaw 2024 Pipe Lining Project

Repair Plan and Work Synopsis

Repair Procedure: Shotcrete

Proshot Concrete has been involved with pipe lining repairs for culverts, sewers, dams, and bridges using the Shotcrete Process of repair for over 80 years. While there have been numerous new products and design mixes added to the industry over the years, the actual processes have remained the same. By using high pressure equipment and hoses, we are able to spray many types of cementitious materials onto a vertical, flat, or horizontal surface. This high pressure compacts the material and expels most of the entrained air molecules, leaving a very dense, water resistant and consistent finished cementitious product. This finish can be achieved by using either the wet or dry shotcrete process.

Wet process is achieved just as the title describes, the cement, sand and stone is mixed to a desired pounds per square inch mixture either using a concrete mixing truck or a job site rotating concrete mixture. The mixture is placed into the hopper on the shotcrete pump and forced through the delivery hose using high pressure hydraulic pistons. Once the material reaches the end of the hose, the nozzle allows the operator to add the high-pressure air supply to project the material onto the repair area. Many different designs and volumetric mixes can be premixed and delivered in this manner.

The dry mix process is very similar as it is also based on high-volume, high-pressure delivery air. This material is a mixture of sand, silica, cement, and small stones and is usually supplied in 50-, 75- or 80-pound premixed and prepackaged bags. Each material has its own mix consistency and pounds per square inch design strength which stays consistent throughout the project. The material bags are broken on the jobsite and added to the hopper of the dry rig where it is filtered and added to the high-pressure air supply. The high-pressure air delivers the dry mix thorough hoses to the supply nozzle, where the water is then added by using a water vaporizing ring. This enables the material to be injected onto the surface with a minimal cement to water ratio, creating a very dense and strong finished product.

Our engineers work hard to create the perfect mixture of strength, flexibility, and overall reliability for both the mixture and the overall design of the repair. Many times, steel reinforcing can be added to the design to create a system very similar to a pour in place concrete installation. The addition of wire mesh, steel fibers or Grade 50 reinforcing steel can create shotcrete liners with a life expectancy of 50 years or more, as well as creating a "good as new" structural application. Even if the existing structure has been deemed "fully deteriorated", connecting the new steel reinforcing to the host pipe using anchors, screws or weld studs can create a monolithic structure which can resist external pressures better than the original design. This also allows for thinner repair layers in the host pipe, limiting the amount of reduction of the carrying capacity of the original pipe.

Suggested Repair Materials

For the pipe repairs at the Kennesaw 2024 Pipe Rehabilitation project, Proshot Concrete will use a combination of wet mix shotcrete 8,000 psi Quikcrete MS , 12 ga . 2x2 welded wire reinforcing and flowable fill 3000 psi concrete mix for invert repairs.

Engineering Evaluation and Suggested Repair :

After visual inspection of the five locations for the 2024 Pipe Lining Project, we offer the following comments and design options.

Location 1: 2802 Vintage Wood Way 210 LF of 60" Round Corrugated Metal Pipe

This location consists of a triple barrel 60" round CMP. Each pipe is 70LF. Pipe IDs for this location are 1070, 1069 and 1071.

Solution: Full Circumference Repair

1. Dewatering the pipe will be by flume and sandbags. Water will be diverted from one pipe into the other pipes so the pipe being repaired remains dry.
2. Remove approximately 20 CY of debris.
3. Invert Remediation by removing the corroded invert steel and pumping a new grout bottom.
4. Installation of welded wire fabric using #14 self-drilling self-tapping screws.
5. Installation of a full circumference 3-Inch-thick Shotcrete liner.

Location 2: 3090 Nuthatch Court 316 LF of 36" Round Corrugated Metal Pipe

This location has (4) 36" pipes with lengths of 102', 30', 60' and 124 feet. Pipe IDs for this location are 831, 830, 832 and 833

Solution: Full Circumference Repair

1. Dewatering the pipe by flume and sandbags
2. Remove approximately 20 CY of debris.
3. Installation of a full circumference 3-Inch-thick Shotcrete liner using Quikrete MS with Fiber

Location 3: 3759 North Hampton Drive 58 LF of 30" Corrugated Metal Pipe

This location has a single 30" CMP with a length of 58 feet. Pipe ID for this location is 138.

Solution: Fold and Form PVC Liner

1. CCTV the pipe from access point to access point. This will show any voids or intrusions.
2. Invert remediation using flowable fill
3. Use a pressure washer to clean any dirt or debris
4. Installation of the Fold and Form Liner

Location 4: Drayton Way (behind 4289 Monticello Way) 97 LF of 66" Round Corrugated Metal Pipe.

This location has (2) 66" Round CMPs with lengths of 82' and 15'. The pipe IDs for this location are 3097 and 3094.

Solution: Full Circumference Repair

1. Dewatering the pipe using flume and sandbags
2. Remove approximately 20 CY of debris.
3. Pressure wash to clean the pipe
4. Installation of welded wire fabric using #14 self-drilling self-tapping screws.
5. Installation of full circumference 3-inch-thick shotcrete Liner to the pipe.

Location 5: 6095 Sumit Wood Drive 58LF of 36" Round Corrugated Metal Pipe.

This location has (2) 36" Round CMPs with lengths of 15' and 43'. The pipe IDs for this location are 1320 and 1319.

Solution: Full Circumference Repair

1. Dewater the pipe using flume and sandbag
2. Remove approximately 20 CY Debris
3. Pressure wash to clean the pipe
4. Installation of full circumference liner using Quikrete MS with Fiber



2024 Pipe Rehabilitation Tentative Schedule
Vintage Wood Way

Work Description	Days to complete
Mobilization with Traffic Set up	1 Day
Bypass Set up 60" Pipes A and B	1 Day
Clean 60" Pipes A and B	1 Day
Wire Installation 60" Pipes A and B	1 Day
Liner Installation 60" Pipe A and B	1 Day
Bypass Set up 60" Pipe C	1 Day
Clean 60" Pipe C	1 Day
Wire Installation 60" Pipe C	1 Day
Liner Installation 60" Pipe C	1 Day
Site Clean up	1 Day
	Total 10 Days

Nuthatch Court

Work Description	Days to complete
Mobilization	1 Day
Traffic Set Up	2 Day
Bypass Set up 36" Pipe	4 Day
Clean 36" Pipe	4 Day
Shoot 36 Pipe	6 Days
Site Clean Up	1 Day
	Total 18 Days

North Hampton Drive

Work Description	Days to Complete
Mobilization with Traffic Set up	1 Day
CCTV and Clean pipe	1 Day
Liner Installation 30" with site Clean Up	1 Day
Site Clean up	1 Day
	Total 5 Days

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946
WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER



Drayton Way (Behind 4289 Monticello Way)

Work Description	Days to Complete
Mobilization	1 Day
Traffic Set Up	1 Day
Bypass Set up 66" pipe	1 Day
Clean 36" Pipe	2 Days
Wire installation	2 Days
Liner Installation 66" pipe	1 Day
Site Clean up	1 Day
	Total 9 Days

Sumit Wood Drive

Work Description	Days to Complete
Mobilization	1 Day
Traffic Set Up	1 Day
Bypass Set up 36" Pipe	1 Day
Clean 36" Pipe	2 Days
Shoot 36" Pipe	2 Days
Site Clean up	1 Day
	Total 8 Days

Total Days All Locations 50 Days

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
 TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946
 WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

COPY



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC301715

Proshot Concrete Incorporated

James Blankenship
4158 Musgrove Drive
Florence AL 35630

Utility Contractor

EXP DATE - 04/30/2025 Status: Active
Issue Date: 09/15/2006

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

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

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

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

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

Proshot Concrete Incorporated
4158 Musgrove Drive
Florence AL 35630



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. UC301715

Proshot Concrete Incorporated

James Blankenship
4158 Musgrove Drive
Florence AL 35630

Utility Contractor

EXP DATE - 04/30/2025 Status: Active
Issue Date: 09/15/2006



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Proshot Concrete Incorporated

Owner: James Blankenship

Address: 4158 Musgrove Drive

Florence AL 35630

Primary Source License Information

Lic #:	UC301715	Profession:	Utility	Type:	Utility Contractor
Secondary:		Method:	Application	Status:	Active
Issued:	9/15/2006	Expires:	4/30/2025	Last Renewal Date:	3/3/2023

Associated Licenses

Relationship: Supervisor

Licensee: Federer, David Lawrence

License Type: Utility Manager

License #: UM001361

License Status: Active

Established: 9/15/2006

Association Date: 7/26/2006

Expiry:

Type: Prerequisite User

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: March 6, 2023 12:32:27

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: David Lawrence Federer

Address: 4158 Musgrove Drive

Florence AL 35630-6396

Primary Source License Information

Lic #:	UM001361	Profession:	Utility	Type:	Utility Manager
Secondary:		Method:	Examination	Status:	Active
Issued:	2/20/2001	Expires:	4/30/2025	Last Renewal Date:	2/27/2023

Associated Licenses

Relationship: Supervisor

Licensee: Proshot Concrete Incorporated

License Type: Utility Contractor

License #: UC301715

License Status: Active

Established: 9/15/2006

Association Date: 7/26/2006

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: February 27, 2023 17:24:2

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

Payment Receipt

Your payment transaction information is listed below - **please print or save a copy for your records.**

Payment Processed

Agency: SOS

Process: Renew License process

Authorization Code: 037590

Received Amount: \$80.00

Received Date: 3/3/2023 11:30:17 AM

Transaction ID: 8582297522

Credit Card Number:

Balance:

[Print Receipt](#)

The following items must be submitted in order for your application to be considered:

- **Secure and Verifiable Document** (click to view approved document list) **only** if you answered "NO" to the U.S. citizenship question.
- Certified copies of court records, court dispositions, or board disciplinary actions and a letter of explanation to the Board. (**only** if you answered "yes" to a question concerning a conviction or a board sanction)
- Continuing Education documents (**only** if you were selected for a CE Audit or answered "NO" to the question about continuing education.)

Send required forms and documents to:

Georgia Professional Licensing Boards
237 Coliseum Drive
Macon, Georgia 31217-3858

Note: Your renewal application has been successfully submitted to the Board. Please visit [MyVerification](#), in 10 business days to confirm that your renewal was accepted and that your expiration date was extended. If your renewal date has not been extended, your renewal has not been accepted and you may not practice.

The online renewal process submits your application to the board for processing.

[Home](#)

Receptionists: Please enter all bid packages delivered and give to City Clerk’s office.

City Bid Log/Results

Project: Pipe Rehabilitation Project

Deadline: June 21, 2024, at 10:00 a.m.

Date Rec'd.	Time	Company	Bid Amounts (to be filled out by Clerk at opening)	Awarded Bid	Comments
06/20/24	7:55 a.m.	Proshot Concrete, Inc.	\$277,610.00		
06/20/24	10:10 a.m.	GCU, LLC	\$387,084.00		
06/21/24	9:38 a.m.	US Infra Rehab Services, LLC	\$376,832.82		



Item Report

TO: The Honorable Mayor and City Council

FROM: Robbie Balenger, Building & Facilities Director

DATE: July 8, 2024

TITLE: **Resolution: City Hall Roof Top Unit (RTU) Replacement**
Consideration for approval of a resolution to award the bid and contract for the City Hall RTU Replacement

Summary:

Bids were received to replace the 105 ton RTU that services all of City Hall. Two bids were received with T&T Commercial Equipment being the lowest bid amount at \$313,491.35.

Recommendation:

The Building and Facilities Director recommends approval

Fiscal Impact:

2022 SPLOST Facility Improvements 310.4228.54.150500.00000

Attachments:

1. RESOLUTION - City Hall RTU Project
2. Exhibit A - City Hall RTU Contract - TnT Executed
3. City Hall RTU Replacement -Recommendation of Award

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2024-__, 2024

**RESOLUTION TO AWARD THE BID AND CONTRACT WITH T&T COMMERCIAL
EQUIPMENT FOR THE REPLACEMENT OF A HVAC ROOF TOP UNIT (RTU) AT
CITY HALL**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW,
COBB COUNTY, GEORGIA, AS FOLLOWS:**

WHEREAS, the RTU at City Hall controls the temperature and air flow for all areas of building; and

WHEREAS, the scope of work includes all material and labor necessary for the removal and replacement of a 105 ton rooftop HVAC unit; and

WHEREAS, T&T Commercial Equipment was the lowest qualified bid of \$313,491.35 which will be paid from 2022 SPLOST Facility Improvements.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the mayor to award the bid and sign the contract with T&T Commercial Equipment for replacement of the RTU as shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of July 2024.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

CONTRACT

THIS AGREEMENT made this the 18th day of June, 2024,
by and between the City of Kennesaw, Georgia, hereinafter called "City",
and TAT Commercial Services, LLC a contractor doing business
as an individual, a partnership, or a corporation* of the City of Cartersville, County of
Bartow, and State of Georgia hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, the Contractor hereby agrees to commence and complete the construction described as follows:

City of Kennesaw

KENNESAW CITY HALL RTU REPLACEMENT PROJECT

hereinafter called the "Project", for the sum of Three hundred thirteen thousand four hundred
ninety one dollars and thirty five cents.
Dollars (\$ 313,491.35) and all extra work in connection therewith,
under the terms as stated in the Contract Documents, and at their own proper cost and
expense to furnish all materials, supplies, machinery, equipment, tools, superintendence,
labor, insurance and other accessories and services necessary to complete the said
Project in accordance with the conditions and prices stated in the proposal, the General
Conditions of the Contract, the plans, which include all explanatory matter thereof, the
specifications and Contract Documents therefore as prepared by Croy Engineering,
LLC., here entitled the "Engineers" and as enumerated in Paragraph 2 of the General
Conditions, all of which are made a part hereof and collectively constitute the Contract.

Contractor hereby agrees to commence work under this Contract on or before a date to
be specified in a written "Notice to Proceed" of the City and to fully complete the project
within forty-five (45) consecutive calendar days; bidder further agrees to pay as liquidated
damages the sum of \$500 per each consecutive calendar day that the Contractor shall
be in default after the date stipulated in the Contract for completing work.

The City agrees to pay the Contractor in current funds for the performance of the Contract,
subject to additions and deductions as provided in the General Conditions of the Contract,
and to make payments on account thereof as provided in "Payments to Contractor," of
the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this Contract in Three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

City of Kennesaw, Georgia

By _____

ATTEST:

(Seal)

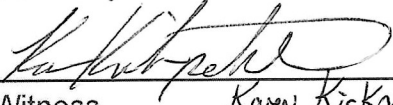
City Clerk

T&T Commercial Services
Contractor

By 
James Temple
(Seal)

ATTEST:

Secretary


Witness Karen Kirkpatrick

Secretary of City should attest. If Contractor is corporation, corporate secretary should attest.

Give proper title of each person executing Contract.

CONCERNING THE CONTRACT FOR
KENNESAW CITY HALL RTU REPLACEMENT PROJECT

COBB COUNTY, GEORGIA

1. The City of Kennesaw is entering into a contract for KENNESAW CITY HALL RTU REPLACEMENT PROJECT (the "Contract") with:

T&T Commercial Services, LLC

2. I have reviewed the Contract and it is hereby approved as to form.

BY: _____

Name: R. Randall Bentley, Sr.

Title: City Attorney for the City of Kennesaw



CONTRACTOR'S AFFIDAVIT OF INDIVIDUAL EXECUTING

TFT Commercial Services, LLC
(Name of Individual Executing Contract)

CONCERNING THE CONTRACT FOR
KENNESAW CITY HALL RTU REPLACEMENT PROJECT

COBB COUNTY, GEORGIA

Personally appeared before the undersigned Notary Public, being of full age, who after being duly sworn, deposes and says:

1. That I am over 18 years of age, competent to make this affidavit, and I am executing this affidavit in my individual capacity.
2. That I am the General Manager (title) of TFT Commercial Services, LLC (the "Company"), which is entering into a contract for KENNESAW CITY HALL RTU REPLACEMENT PROJECT (the "Contract") with the City of Kennesaw, Georgia.
3. That the organizational documents of the Company provided to the City of Kennesaw are true and accurate, are in full force and effect and no proceeding is pending for dissolution or annulment of the Company.
4. That, pursuant to the organizational documents of the Company, I am authorized to legally bind the Company and to execute documents on behalf of the Company, which includes, but is not limited to, execution of the Contract with the City of Kennesaw.
5. That I acknowledge that this Affidavit is to be a part of the Contract with the City of Kennesaw. The City of Kennesaw shall rely upon the representations herein and those included in the organizational documents of the Company in making and entering into the Contract, and any material misrepresentation herein shall constitute grounds to permit said Contract to be voided by City of Kennesaw but shall also constitute the offense of false swearing to a written document.
6. This Affidavit is given for the purpose of inducing the City of Kennesaw's execution of the Contract.

FURTHER AFFIANT SAYETH NOT.

Signed: 
Printed: James Temple, Jr.
Title: General Manager

Sworn to and subscribed before me,
this 18th day of June, 2024.


NOTARY PUBLIC My Commission Expires: February 1, 2028

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 Kennesaw 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. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

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 Kennesaw, contractor will secure from such subcontractor(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 a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

313472
EEV/Basic Pilot Program e-Verify Number

T&T Commercial Services, LLC
BY: Authorized Officer or Agent Date
(Contractor Name)

General Manager
Title of Authorized Officer or Agent of Contractor

James Temples, Jr.
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS 18th DAY OF June, 2024

[Signature]
Notary Public
My Commission Expires: Feb. 1, 2028

* 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).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____

_____ (name of contractor) on behalf of the City of Kennesaw 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. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV/Basic Pilot Program e-Verify Number

BY: Authorized Officer or Agent Date
(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:

* 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).

SECTION THREE

GENERAL CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents as hereinafter enumerated in Paragraph 2 of the General Conditions, shall form this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth. The Table of Contents, Titles, Headings, Running Headlines and Marginal Notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit or cast light on the interpretation of the provisions to which they refer.

2. DEFINITIONS

The following terms as used in this Contract are respectively defined as follows:

- (a) City - The party of the First Part in the accompanying Contract, and meaning the City of Kennesaw, Georgia.
- (b) Contractor - A person, firm or corporation with whom the Contract is made by the City and meaning TOT Commercial Services, LLC
- (c) Contract Documents - The Contract Documents are composed of the Advertisement for Bids; Instructions to Bidders; Form of Proposal (bid), General Conditions, Supplementary Conditions, Detail Specifications, Form of Contract, Form of Bond(s), e-Verify, Addenda and the drawings including all changes incorporated herein before their execution.
- (d) Engineers - Refers to Croy Engineering, LLC, the Engineers appointed by the City as representatives of the City, and to their properly authorized agents, limited to the particular duties entrusted to them.
- (e) Project - Refers to the Work to be performed as set forth in the Contract Documents for KENNESAW CITY HALL RTU REPLACEMENT PROJECT.
- (f) Project Representative - Refers to the authorized representative of the Engineers, who is assigned to the site or any part thereof.
- (g) Subcontractor - A person, firm or corporation supplying labor and/or materials for work at the site of the Project for, and under separate Contract or agreement with the Contractor for performance of a part of the work at the site.
- (h) Work on (at) the Project - Work to be performed at the location of the Project, including the transportation of materials and supplies to or from the location of the Project by employees of the Contractor and any Subcontractor.

3. CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

The intent of the documents is to describe all construction entailed in this Project. The Contractor will furnish all labor and materials, equipment, transportation, tools, and appurtenances such as may be reasonably required under the terms of the Contract to make each part of the work complete.

The Drawings are intended to conform and agree with the Specifications; if, however, discrepancies occur, the Engineers will decide which shall govern. Special specifications stated on the Drawings govern that piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the Drawings and the figures written thereon, the figures are to be taken as correct.

4. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

The Contractor and the Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies, and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

5. SHOP OR SETTING DRAWINGS

The Contractor shall submit promptly to the Engineer six (6) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as previously mentioned. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two corrected copies. If requested by the Engineer, the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications at the time it furnishes such drawings.

6. MATERIALS, SERVICES AND FACILITIES

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

(b) Any work necessary to be performed by the Contractor to complete the Project on time after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the City.

7. CONTRACTOR'S TITLE TO MATERIALS

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

8. MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in the work including equipment shall be new and unused materials of a reputable U.S. Manufacturer conforming to the applicable requirements of the Specifications, and no materials shall be used in the work until the Engineer has approved them. The Contractor shall furnish all materials necessary except as otherwise specifically noted or specified.

9. INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with accepted standards. The City shall select the laboratory or inspection agency. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

10. "OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

11. PATENTS

- (a) The Contractor shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Contract Documents.
- (b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the City of the Project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the City and not by or through the Contractor.
- (c) If the Contractor uses any design, device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the City of such patented or copyrighted design, device, or material. It is mutually agreed and understood, that, without exception, arising from the use of such design, device, or materials or in any way involved in the work, the Contractor and/or his Sureties shall indemnify and save harmless the City of the Project from all claims for infringement by the reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract and shall indemnify the City for any cost, expense or damage, including but not limited to attorney fees and litigation costs, which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

12. SURVEYS, PERMITS AND REGULATIONS

Control alignment and benchmark data from previous engineering surveys is not available and will not be provided by the City.

The Contractor shall procure and pay all permits, licenses, and approvals necessary for the execution of this Contract.

The Contractor is required to complete the Notice of Intent (NOI) and submit to the Georgia EPD fourteen (14) days prior to beginning any construction activity.

The Contractor is required to coordinate the submittal of the Notice of Termination to the Georgia EPD, in accordance with the applicable NPDES storm water permit, once proper permanent vegetation has been established as approved by the Engineer and City.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

13. LINES AND GRADES

Benchmarks and referenced horizontal control points will be shown on the plans.

Construction staking will be done by the Contractor at no additional cost to the City.

The Contractor shall furnish all necessary materials and competent personnel and shall be responsible for the adequacy and accuracy of construction staking.

The Contractor shall furnish the Engineer with an accurate record of the location of all underground pipes and other structures, and any changes from plans during construction.

14. CONTRACTOR'S OBLIGATIONS

The Contractor shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. Contractor shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure of its improper construction, maintenance, or operation.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the City.

15. CONTRACTOR'S RESPONSIBILITY

The Contractor shall indemnify and hold harmless the City and shall be responsible for all material and work until they are finally accepted by the City and shall repair at its own expense any damage that it sustains before their final acceptance. The Contractor shall be responsible for all damages caused by it of whatever nature and must settle all claims arising from such damage without cost to the City; it shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against the Contractor or the City, by reason of, or connected with the work under the Contract. Should any claim arise, the City may hold back sufficient money to meet said claims or until the Contractor has satisfied the City that all claims against it as the result of its work have been adjusted. Contractor must also show that there are no claims or liens whatsoever outstanding at the completion of its Contract before final payment is made.

16. WEATHER CONDITIONS

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

17. SAFETY PROVISIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Sec. 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

The Contractor shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from its failure or their improper construction, maintenance, and operation.

The Contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectually prevent the happening of any accident to health, limb or property.

18. USE OF EXPLOSIVES

When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care not to endanger life or property, and whenever directed or otherwise indicated, the number and size of the charges shall be reduced. The Contractor shall notify the proper representatives of any public service corporation, any company, or any individual at least eight (8) hours in advance of any blasting which may endanger his or their property on, along, or adjacent to the site of the work. All explosives shall be stored in a secure manner and all storage places shall be marked clearly "DANGEROUS EXPLOSIVES" and shall be in the care of competent watchmen at all times.

19. SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and all local ordinances. No nuisance will be permitted.

20. PUBLIC CONVENIENCE AND SAFETY

Materials stored at the site of the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to traffic than is considered permissible by the Engineer. No roadway shall be closed or opened except by express permission of the Engineer and the Contractor's proper notification of local fire and police departments. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

21. PROTECTION OF WORK AND PROPERTY - EMERGENCY

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

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

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

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 27 of the General Conditions.

22. INSPECTION

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

23. REPORTS, RECORDS AND DATA

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

24. SUPERINTENDENCE BY CONTRACTOR

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

25. COMPETENT LABOR

The Contractor shall employ only competent and skilled workers on the Project. The Contractor shall have a competent superintendent or foreman present at all times when the work is in progress and with authority to receive orders and execute the work. The Contractor shall, upon demand from the Engineer, immediately remove any superintendent, foreman or worker whom the Engineer may consider incompetent or undesirable.

26. CONSTRUCTION EQUIPMENT

The Contractor shall provide all necessary equipment in good repair for the expeditious construction of the work. Any equipment not adapted for the work, in such repair as to be dangerous to the Project or workers, shall not be used.

27. CHANGES IN THE WORK

27.1 Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 28. A Change Order signed by the Contractor indicates his agreement therewith.

27.2 The Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any Field Order authorized by the Engineer entitles him to an increase in the Contract Price or extension of Contract Time, Contractor shall inform the Engineer in writing of the amount of increased price or time associated with the Field Order, and it shall include reference to appropriate Contract Documents supporting the basis for the claim, and it shall not proceed with the work in question until a written decision has been rendered by the Engineer.

27.3 Any changes or additional work performed by the Contractor without authorization of a Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.

27.4 It is the Contractor's responsibility to notify its surety of any changes affecting

the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the City.

27.5 The term Change Order is defined as a written order to the Contractor signed by the City (or the Engineer acting as the City's agent) which authorizes a change in the work or the Contract price or the Contract time issued after execution of the Contract.

27.6 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at its expense without changing the Contract Price, except where authorized by Change Order.

28. CHANGE IN CONTRACT PRICE

28.1 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

28.1.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

28.1.2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 28.4.2.1).

28.1.3 On the basis of the Cost of the Work (determined as provided in paragraphs 28.4 and 28.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraphs 28.4 and 28.5).

28.2 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 28.3.

28.2.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by City.

28.2.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.

28.2.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from Subcontractors acceptable to it and shall deliver such Bids to City who will then determine with the advice of Engineer, which Bids will be accepted.

28.2.4 Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the Work.

28.2.5 Supplemental costs including the following:

28.2.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

28.2.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.

28.2.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

28.2.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.

28.2.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

28.2.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of City. No such losses, damages and expenses shall be included in the Cost of

the Work for the purpose of determining Contractor's Fee.

28.2.5.7 The cost of utilities, fuel, and sanitary facilities at the site.

28.2.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.

28.2.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

28.3 The term Cost of the Work shall not include any of the following:

28.3.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and Contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 28.2.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

28.3.2 Expenses of Contractor's principal and branch offices other than his office at the site.

28.3.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

28.3.4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

28.3.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 28.4.

28.4 The Contractor's Fee which shall be allowed to Contractor for its overhead and profit shall be determined as follows:

28.4.1 a mutually acceptable firm fixed price; or if none can be agreed upon;

28.4.2 a fee based on the following percentages of the various portions of the Cost of the Work.

28.4.2.1 for costs incurred under paragraphs 28.2.1 and 28.2.2, the Contractor's Fee shall be fifteen percent (15%).

28.4.2.2 for costs incurred under paragraph 28.2.3, the Contractor's Fee shall be five percent (5%); and if a Subcontract is based on Cost of the Work Plus a Fee, the maximum allowable to Contractor on

account of overhead and profit of all Subcontractors shall be fifteen percent (15%):

28.4.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 28.2.4, 28.2.5, and 28.3;

28.4.2.4 the amount of credit to be allowed by Contractor to City for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent (10%) of the net decrease; and

28.4.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 28.4.2.1 through 28.4.2.4, inclusive.

28.5 Whenever the cost of any Work is to be determined pursuant to paragraph 28.2 or 28.3. Contractor will submit in form acceptable to Engineer an itemized cost breakdown together with supporting data.

29. CHANGE OF THE CONTRACT TIME

29.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to City and Engineer within ten (10) calendar days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days (45) of such occurrence unless Engineer allows an additional period to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by Engineer if City and Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

29.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if he makes a claim therefor as provided in paragraph 29.1. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

29.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 29 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

30. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Engineer who shall be the final judge of the quality and

suitability of the work, material, processes of manufacture and methods of construction for the purposes for which they are used. Should any fail to meet its approval, it shall be forthwith reconstructed, made good, replaced and/or corrected by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Engineer shall be equitable. It is not intended that the Engineer should be liable for the Contractor's performance of the work nor for safety during construction.

31. EXISTING UNDERGROUND UTILITIES AND STRUCTURES

- (a) The City and/or operators of private or public utilities shall have access to such utility at all times, for the installation, maintenance, adjustment, repair and operation of said utility. No extra compensation will be allowed because of the delay or interference caused by such work.
- (b) In preparing the plan drawings there has not been an all-inclusive search for identifying existing underground utilities. Therefore, any information pertaining to existing utilities is provided only for preliminary purposes and implies no guarantee as to accuracy or completeness. Prior to blasting or excavation, the Contractor is responsible for contacting all utility owners in the area. Specifically, the Contractor shall contact the "one-call notification center" SEVENTY-TWO (72) hours in advance of blasting or excavation as required by Georgia Law.
- (c) Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Engineer for resolution of the conflict.
- (d) Temporary supports, beams or bridging for utilities shall be left in place during backfill operations unless otherwise directed by the Engineer.
- (e) All costs in connection with supporting, protecting, relocating, removal, repair of damage, restoration, and other work on affected existing utilities and other existing underground structures whether or not they are shown on the plans, not borne by the City or owners of the utilities, shall be borne by the Contractor. No separate payment will be made for any work performed as herein above specified unless otherwise stated in the proposal as a separate payment item. All costs in connection therewith shall be included in the Contract price for the item to which the work pertains.
- (f) The Contractor shall be solely responsible to the City and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims of any character brought on account of any injuries or damages which may result from the carrying out of the work.

32. SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, it shall immediately give notice to the Engineer of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications, it will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 27 of the General Conditions.

33. CLAIMS FOR EXTRA WORK

No claim for extra work or cost shall be allowed unless the same was one in pursuance of a written order of the Engineer approved by the City, as previously mentioned, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 27.3, of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

34. RIGHT OF THE CITY TO TERMINATE CONTRACT

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

35. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the City an estimated construction progress schedule in form satisfactory to the City showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the City, (a) a detailed estimate giving a complete breakdown of the Contract price and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

36. PAYMENTS TO CONTRACTORS

- (a) No later than thirty (30) days after submittal of a progress payment request the City shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure the proper performance of this Contract, the City shall retain ten percent (10%) of the amount of each estimate (as retainage).
- (b) At substantial completion of the work and as the City's authorized Contract representative determines the work to be reasonably satisfactory, the City shall within thirty (30) days after invoice and other appropriate documentation, as may be required by the Contract documents are provided pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the City's authorized Contract representatives shall be withheld until such item or items are completed.
- (c) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- (d) All material and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all of the terms of the Contract.
- (e) The Contractor agrees that it will indemnify and save the City harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this Contract. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations

hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or the Surety. In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the Contract by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

- (f) If at any time the City shall determine that the amount of work completed at that time is lagging behind the Contract schedule by more than twenty percent (20%), the City may determine that the Contractor is not faithfully performing on the Contract and therefore the City may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the City determines the work to be progressing satisfactorily.
- (g) On all Contracts relating to installation, extension, improvement, maintenance or repair of any water or sewer facility, retainage shall be invested at the current market rate and any interest earned on the retained amount shall be paid to the Contractor when the Project has been completed within the time limits specified and for the price specified in the Contract, or in any amendments or change orders approved in accord with the terms of the Contract.
- (h) Final payment of the retained amounts to the Contractor under the Contract to which the retained amounts relate shall be made after certification by the Engineer that the work has been, to the best of his knowledge, satisfactorily completed and is accepted.

37. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of the corrections list the Contractor shall complete all items and submit the final payment request within thirty (30) days. Upon completion by the Contractor of The Work and correction list items, including the receipt of any final written submission of the Contractor and the approval thereof by the Kennesaw Public Works Department, the City will pay the Contractor as set forth below.

When the Project provided for under this Contract shall have been completed by the Contractor, and all parts of the work have been approved by the Engineer according to the Contract, the Engineer shall, within ten (10) calendar days unless otherwise provided, make final inspection and advise the Contractor as to preparing a final estimate, showing the value of work as soon as the necessary measurements and computations can be made, all prior certificates or estimates

upon which payments have been made are approximate only, and subject to correction in the final payment. The amount of the final estimates, less any sums that may have been deducted or retained under the provisions of this Contract, will be paid to the Contractor within sixty (60) days after approval by the Engineer, provided that the Contractor has properly maintained and operated the Project as specified under these specifications, and provided, that Contractor has furnished to the City a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done or labor and material furnished under this Contract.

38. PAYMENTS BY CONTRACTORS

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

39. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been reviewed by the City, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract until the insurance has been so obtained and reviewed.

a. Contractor's Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the Contract Documents, whether such performance is indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1. Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or

death of any person other than Contractor's employees;

4. Claims for damages insured by personnel injury liability coverage which are sustained (i) by any person because of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;
5. Claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to City and Engineer. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish City with evidence of continuation of such insurance at final payment.

- b. Contractual Liability Insurance: The comprehensive general liability insurance required by paragraph (a) will include Contractual liability insurance applicable to Contractor's obligations under separate Contract and Subcontracting.
- c. Unless otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these supplementary conditions or required by law). This insurance shall include the interest of City, Contractor and Subcontractors in the work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and other perils as may be provided in these supplementary conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work

stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be cancelled or materially changed until at least thirty days' prior written notice has been given to the City.

- d. Contractor shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interest of City, Contractor and Subcontractors in the work and shall provide coverage for all installed and functional mechanical equipment for the full replacement value of the equipment.
- e. City shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.
- f. If City has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with paragraphs a, b, c, and d, City will notify Contractor thereof within ten days of the date of delivery of such certificates to City. Contractor will provide to the City such additional information in respect of insurance provided by him as City may reasonably request. The right of the City to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.
- g. Partial Utilization - Property Insurance: If City finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all the work, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.
- h. The limits of liability for the insurance required by paragraph (a) of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

For claims under paragraph 39.a.1 and 39.a.2, Worker's Compensation:

- | | | |
|-----|--|--|
| (1) | State | Statutory |
| (2) | Applicable Federal (e.g.)
Longshoreman's: | Statutory |
| (3) | Employer's Liability: | \$500,000 per person
\$500,000 per occurrence |

For claims under 39.a.2 through 39.a.5,

- | | | |
|-----|---|---|
| (1) | Bodily Injury: | |
| | \$1,000,000 | Each person |
| | \$1,000,000 | Each Occurrence |
| | \$1,000,000 | Annual Aggregate,
Products and Completed
Operations |
| (2) | Property Damage: | |
| | \$1,000,000 | Each Person |
| | \$1,000,000 | Each Occurrence |
| (3) | Property Damage Liability
insurance will provide Explosion,
Collapse and Underground
coverages where applicable. | |
| (4) | Personal Injury, with employment
exclusion deleted | |
| | \$1,000,000 | Annual Aggregate |

For claims under 39.a.6, Comprehensive Automobile Liability:

- | | | |
|-----|------------------|-----------------|
| (1) | Bodily Injury: | |
| | \$1,000,000 | Each Person |
| | \$1,000,000 | Each Accident |
| (2) | Property Damage: | |
| | \$1,000,000 | Each Occurrence |

The Contractual Liability required by paragraph 39.b of the General Conditions shall provide coverage for not less than the following amounts:

Contractual Liability Insurance:

Bodily Injury:

\$1,000,000	Each Occurrence
-------------	-----------------

Property Damage:

\$1,000,000	Each Occurrence
\$1,000,000	Annual Aggregate

Scope of Insurance and Special Hazards - The amounts stated in subparagraph "h" above are minimum amounts of insurance to be carried. The Contractor shall carry such additional insurance as may be required to provide adequate protection of the Contractor and his Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

40. CONTRACT SECURITY

The Contractor shall furnish a performance bond in an amount at least equal to one-hundred percent (100%) of the Contract prices as security for the faithful performance of this Contract and also a payment bond in an amount at least equal to one-hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

41. ADDITIONAL OR SUBSTITUTE BOND

If at any time the City for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) business days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the City.

42. LIEN

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

43. ASSIGNMENTS

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

44. MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of negligence on the part of the Contractor, any other Contractor or Subcontractor, shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor, who shall indemnify and save harmless the City against any such claim, including but not limited to Attorney fees and costs.

45. COORDINATION WITH OTHER CONTRACTORS

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

46. SUBCONTRACTING

(a) The Contractor shall utilize the service of a specialty Subcontractor on those parts of the work which, under normal Contracting practices, are performed by specialty Subcontractors. Provided - that if the City shall determine that the specialty work in question has been customarily performed by the Contractor's own organization and that such organization is presently competent to perform such work, the Contractor shall be permitted to do so. Provided further - that if the City shall determine that the performance of any specialty work by specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

(b) The Contractor shall not be allowed to award work to any Subcontractor prior to written approval of the City, which approval will not be given until the Contractor submits to the City, a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the City may require.

(c) The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Contractor, as it is for the acts and omissions of persons directly employed by Contractor.

(d) The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

(e) Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.

47. ENGINEER'S AUTHORITY

In addition to the authority granted elsewhere in this contract, the Engineer will have authority to disapprove or reject defective work and will also have authority to require special inspection or testing of the work.

The Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder. Claims, disputes and other matters relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work shall be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which the Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to Engineer and the other party to the Agreement within fifteen (15) days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to the Engineer and the other party within forty-five (45) days of such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. In his capacity as interpreter and judge, Engineer will not show partiality to City or Contractor, and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

48. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither the Engineer's authority to act under this Contract, nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the work.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, direction, review or judgement of the Engineer as to the work, it is intended that such requirement, direction, review or judgement will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the Engineer shall have authority to supervise or direct performance of the work.

The Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and the Engineer will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

The Engineer will not be responsible for the acts or omissions of the Contractor or of any Subcontractors, or of the agents or employees of any Contractor or Subcontractor, or of any other persons at the site or otherwise performing any of the work.

49. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at its own expense:

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

50. ESTIMATE OF QUANTITIES

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

51. RIGHTS-OF-WAY AND SUSPENSION OF WORK

The City shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin its work upon such land and rights-of-way as the City may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the City be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert a claim for damages by reason of said delay, or, to withdraw from the Contract except by consent of the City, but time for completion of the work will be extended to such time as the City determines will compensate for the time lost by such delay, such determination to be set forth in writing.

52. GUARANTY

(a) All structures erected under this Contract shall be fully guaranteed by the Contractor for a period of one year from the date of final inspection and acceptance by the City. This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the City by the Contractor at his own expense.

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

It is the intent of these specifications that all pipelines, both underground and above ground, together with all appurtenances attached thereto, under this Contract, shall be classified as structures.

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

53. CONFLICTING CONDITIONS

Any provisions in any of the Contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

54. NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the City relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at its last given address, or delivered in person to the said Contractor or its authorized representative on the work.

55. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

56. SUSPENSION OF WORK

Should the City be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the City, the Contractor shall not be entitled to make or assert a claim for damages by reason of said delay; but time for completion of the work will be extended to such reasonable time as the City may determine will compensate for time lost by such delay with such determination to be set forth in writing.

57. MAINTENANCE OPERATIONS

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

58. MAINTENANCE

The Contractor will be required to maintain all work done by him in a first-class condition for sixty (60) days after the same has been completed as a whole, and the Engineers have notified the Contractor in writing that the work has been finished to their satisfaction. The retained percentage will not be due or payable to the Contractor until the sixty (60) day maintenance period is up.

59. PROTECTION AND RESTORATION OF PROPERTY

- a. The Contractor shall not enter upon private property for any purpose without first obtaining permission, and it shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. Contractor shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.
- b. Except as specifically provided in the Contract Documents, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from this requirement, except as specifically provided in the Contract.
- c. The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in its manner or method of executing said work, or due to the non-execution of said work, or at any time due to defective work or materials, and Contractor shall not be released from said responsibility until the work shall have been completed and accepted.
- d. 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 on the part of the Contractor, it shall restore at its 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 Contractor shall make good such damage or injury in an acceptable manner.

60. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless City and Engineer, and the elected officials, officers, directors, members, partners, employees, agents, consultants, attorneys and Subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, and Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity. If through the negligent act or omission on the part of Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, Contractor shall settle with such Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against City and/or Engineer on account of any damage alleged to have been sustained, City shall notify Contractor, who shall indemnify and save harmless City and Engineer against any such claims, including but not limited to Attorney fees and costs.

61. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY CITY

The Contractor agrees to the use and occupancy of a portion or unit of the Project before formal acceptance by the City, provided the City:

- (a) Secures written consent of the Contractor except in the event, in the opinion of the Engineer, the Contractor is chargeable with unwarranted delay in completing the Contract requirements;
- (b) Secures consent of the Surety;
- (c) Secures endorsement from the insurance carrier(s) permitting occupancy of the building or use of the Project during the remaining period of construction; or
- (d) When the Project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit from the insurance carrier to complete construction.

62. INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

No Federal, State or Local official shall be entitled to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

63. OTHER PROHIBITED INTERESTS

No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply Contract or any Subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the City who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply Subcontract, insurance Contract, or any other Contract pertaining to the Project.

64. USE OF CHEMICALS

All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either E.P.A. or U.S.D.A. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

65. MAINTENANCE OF TRAFFIC

Traffic is to be maintained on all roads and streets which must be crossed by lines. If the open-cut method is used, two separate cuts must be made leaving one lane open to traffic at all times.

The Contractor shall notify the City and D.O.T. prior to performing any work which disrupts normal flow of traffic, and shall utilize appropriate warning signs, flagmen and other procedures necessary to ensure safety and minimize inconvenience to the public.

66. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: excavation, shoring, underpinning, blasting, and explosion to the extent to which such risks are present.

67. ENGINEER'S DIRECTIONS REGARDING WORK PARTIALLY COMPLETED

The Engineer may direct that any section or part of the Project considered to be in serviceable condition be placed in use or operation, even though not entirely completed. Such use or operation shall not be held to be an acceptance of the work, or section thereof, so placed in operation, or a waiver of any of the provisions of the Contract Documents.

68. ENGINEER'S EXAMINATION OF WORK COMPLETED

At the request of the Engineer, the Contractor shall, at any time before final acceptance of the work, remove, or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing or making good of the parts removed, shall be paid for as Extra Work, but should the work so exposed or examined prove unacceptable, the uncovering or removing, and the restoration shall be at the Contractor's expense.

69. ENGINEER'S LIABILITY

In carrying out any of the provisions of this Contract or in exercising any power or authority granted to Engineer by the Contract, there shall be no liability upon the Engineer or its authorized agents and representatives, it being understood that in such matters the Engineer acts solely as the City's representative.

70. EROSION AND SEDIMENT CONTROL

Care shall be exercised in grading operations to minimize erosion. Temporary sediment control structures will be erected at the Engineer's direction where necessary. Also, Contractor shall comply with the State of Georgia and any applicable local regulations for erosion control.

71. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligations under this Contract or the Performance and Payment Bond.

72. OWNER'S RIGHT TO SUSPEND WORK

The City shall have the authority to suspend the work, wholly or in part as he may deem necessary because of conditions unsuitable for proper prosecution of the work or failure on the part of the Contractor to carry out the provisions or to meet the specified requirements. The Contractor shall not suspend operations without the City's permission.

73. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time for completion as specified in the Contract Documents of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "NOTICE TO PROCEED."

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

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

The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the Contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the City determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the City; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a Contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

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

74. INCLEMENT WEATHER

The following bad weather calendar days shall be anticipated and included in the contractual time period given for project completion. The Contractor's request for additional time due to weather shall only be granted for days beyond those listed below, considering the full term of the contract. The burden of proof and documentation for such request for additional time shall rest solely upon the Contractor. Requests shall be submitted to the City monthly with progress payment request. Failure to submit documentation monthly may result in requests for weather day extensions to be rejected.

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

Data submitted in support of a request for contract extension due to inclement weather shall include, but not be limited to: documentation of impact on the critical path; daily high and low temperatures at the jobsite; daily rainfall amount at the jobsite; time that rainfall started and stopped; documented snow or ice accumulation; specific work impacted by inclement weather and date stamped photos of the impacted work or work area. A rain gauge and thermometer shall be placed at the jobsite to accurately record rainfall and temperature data.

Contractor shall maintain a Daily Record of weather conditions and their effect on the work progress. These daily records shall be used to verify any claims for weather delays.

75. CLAIMS AND DISPUTES

Engineer's Decision Required: All claims shall be referred to the Engineer for decision. A written decision by Engineer shall be required as a condition precedent to any exercise by City or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

Notice: Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than fourteen (14) days after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with written supporting data shall be delivered to the Engineer and the other party to the Contract within twenty-one (21) days (and monthly thereafter for continuing events) after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim. The opposing party shall submit any response to Engineer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless Engineer allows additional time).

Engineer's Action: Engineer will review each Claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

- (a) Deny the Claim in whole or in part;
- (b) Approve the Claim in whole or in part; or
- (c) Notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

If Engineer does not take action on a Claim within said thirty (30) days, the Claim shall be deemed denied.

Engineer's written action hereunder will be final and binding upon City and Contractor.

If an issue remains unresolved after completing all procedures set forth above, either party may exercise such rights or remedies as they may have under the laws of the State of Georgia. No suit or action shall be commenced hereunder by any claimant other than in the Superior Court of Cobb County, Georgia. This Agreement shall be interpreted under the laws of the State of Georgia. Jurisdiction and venue shall lie exclusively in the Superior Court of Cobb County, Georgia.

76. INDEPENDENT CONTRACTOR STATUS

- (a) The Parties intend that the Contractor be engaged as an independent Contractor of the City. Nothing contained in this Contract will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- (b) The Contractor may not act as agent for, or on behalf of, the City, or to represent the City, or bind the City in any manner.
- (c) The Contractor will not be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of the City.

77. ENTIRE AGREEMENT

The Contract Documents, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

78. AMENDMENT

This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.

79. SEVERABILITY

If any provision or provisions of this Contract shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. If modification is not possible, the provision shall be severed. All remaining provisions of this Contract shall remain in full force and effect for the duration of this Contract.

80. NO WAIVER

A failure or delay in exercising any right, power or privilege in respect of this Contract will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

81. VENUE AND JURISDICTION

This Agreement is governed by and construed in accordance with the laws of the State of Georgia without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any legal action instituted by either party arising out of this Contract shall only be brought, tried, and resolved in the Superior Court of Cobb County, Georgia. EACH PARTY HEREBY

CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE SUPERIOR COURT OF COBB COUNTY, GEORGIA.

82. NONDISCRIMINATION

Contractor will not discriminate against any person employed or applying for employment concerning the performance of Contractor's responsibilities under this Contract. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Contractor will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

83. E-VERIFY COMPLIANCE

The Contractor and any Subcontractors thereof, are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of all employees performing services under this Agreement and shall execute Affidavits to that effect on the forms provided in Section 2 of the Contract Documents. A federal immigration system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

84. BENEFIT OF PARTIES

This Contract is entered into solely for the benefit of the Parties. No third party will be deemed a beneficiary of this Contract, and no third party will have the right to make any claim or assert any right under this Contract.

END OF SECTION

SECTION FOUR

PAYMENTS AND COMPLETION

1. APPLICATIONS FOR PROGRESS PAYMENT

Payments will be made monthly in the amount of sums earned based upon the quantity complete, and/or as otherwise provided in this Contract, less previous partial payments and less an established retainage of **ten percent (10%)** of the sums earned, said retainage amount to be held by the City. The final application shall reflect the cost of the Work accomplished by the Contractor under the terms of this Contract and shall be the base for the final payment. All payments shall be made on the quantity of the Work completed and/or as otherwise provided for in this Contract. It is further agreed that upon completion of the Work by the Contractor, approval by the Engineer, and acceptance thereof by the City, the City shall pay to the Contractor a sum equal to the one hundred percent of the total compensation as set forth in the all approved payment applications, less the total of all previous partial payments paid or in the process of being paid.

At least **ten (10)** days before each progress payment falls due (but not more often than once a month), Contractor will submit to City for review by Engineer a certified/approved application for payment also filled out and signed by Contractor covering the Work completed as of the date of the application and supported by such data as City and Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the application for payment shall also be accompanied by such supporting data, satisfactory to City and Engineer, as will establish City's title to the material and equipment and protect its interest, including applicable insurance.

2. CONTRACTOR'S WARRANTY OF TITLE

Contractor warrants and guaranties that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will have passed to City prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (referred to below as "liens"); and that no work, materials or equipment covered by an application for payment will have been acquired by Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to a Contract under which an interest or encumbrance is retained by the seller or otherwise imposed by Contractor or such other person.

3. APPROVAL OF PAYMENTS

- (a) City will, within **ten (10)** days after receipt of each duly certified and approved application for payment, either indicate in writing its approval of payment or return the application to Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the application, and City will, within **thirty (30)** days of presentation to it of an approved application for payment, pay Contractor the amount so approved.
- (b) City may refuse to approve the whole or any part of any payment because of subsequently discovered evidence or the results of subsequent inspections or tests which nullify the grounds for any payment previously approved, to such extent as may be necessary in its opinion to protect itself from loss because:
 - (i) The Work is defective;
 - (ii) Claims have been filed or there is reasonable evidence indicating the probable filing of claims;
 - (iii) The Contract price has been reduced because of Modifications;
 - (iv) City has been required to correct defective Work or complete the Work in accordance with Paragraph 34 of this Agreement; or
 - (v) Of unsatisfactory prosecution of the Work, including failure to clean up as required by Paragraph 49 of this Agreement.

4. SUBSTANTIAL COMPLETION

- (a) Prior to final payment, Contractor may, in writing to Engineer, certify that the entire Project is substantially complete and request that the Engineer issue a certificate of substantial completion. Within a reasonable time thereafter, Engineer and Contractor will inspect the Project to determine the status of completion. If Engineer does not consider the Project substantially complete, Engineer will notify Contractor in writing, giving its reasons for such determination. If it is determined that the Project is substantially complete, the Engineer will prepare a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between City and Contractor for maintenance. There shall be attached to the certificate a tentative list of items to be completed or collected before final payment, and the certificate shall fix the time within which such items shall be completed or collected, the time to be within the Contract Time. Upon the completion and correction of the items on the tentative list, if Engineer considers the Project substantially complete, it shall issue the definitive Certificate of Substantial Completion.

- (b) City shall have the right to exclude Contractor from the Project after the date of Substantial Completion, but City will allow Contractor reasonable access to complete or collect items on the tentative list.

5. PARTIAL UTILIZATION

Prior to final payment, City may request Contractor in writing to permit it to use a specified part of the Project which it believes it may use without significant interference with construction of the other parts of the Project. If Contractor agrees, it will certify to City that such part of the Project is substantially complete and request the Engineer to issue a Certificate of Substantial Completion for that part of the Project. Within a reasonable time thereafter, Engineer and Contractor will make all inspection of that part of the Project to determine its status of completion. If Engineer does not consider that it is substantially complete, Engineer will notify Contractor in writing, giving it the reasons therefore. If Program considers that part of the Project to be substantially complete, it will execute and deliver to Contractor a Certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching to it a tentative list of items to be completed or corrected before final payment and fixing the responsibility between City and Contractor for maintenance as to that part of the Project. City shall have the right to exclude Contractor from all or part of the Project which Engineer has certified to be substantially complete, but City will allow Contractor reasonable access to complete or collect items on the tentative list. It is contemplated that City may desire to begin use of each portion of the Project as said portion is substantially completed rather than wait until all the entire Project is substantially complete.

6. FINAL INSPECTION

Upon written notice from Contractor that the Project is complete, Engineer will make a final inspection with Contractor and Engineer will notify Contractor in writing of any particulars in which this inspection reveals that the Work is defective. Contractor shall immediately make such corrections as are necessary to remedy such defects.

7. FINAL APPLICATION FOR PAYMENT

After Contractor has completed any such corrections to the satisfaction of City and Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents required, it may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by such supporting data as City and Engineer may require, together with complete and legally effective releases or waivers (satisfactory to the City and Engineer) of all liens arising out of the Contract and the labor and services performed and the material and equipment furnished thereunder. In lieu of this and as approved by City, Contractor may furnish receipts or releases in full; all affidavits of Contractor shall state that the

releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond satisfactory to City, indemnifying City against any lien.

Any Contractor or Subcontractor are prohibited from filing a lien or encumbrance against the items delivered to or against the owned property of the City.

8. APPROVAL OF FINAL PAYMENT

- (a) If, on the basis of its observation and review of the Work during construction, its final inspection and its review of the final application for payment, all as required by the Contract, City and Engineer are satisfied that the Work has been completed, and Contractor has fulfilled all of its obligations under the Contract, the City will, within **ten (10)** days after receipt of the final application for payment, indicate in writing its approval of payment and process the application for payment. Otherwise, the City will return the application to Contractor, indicating in writing its reasons for refusing to approve final payment, in which case Contractor will make the necessary corrections and resubmit the application. City will, within **thirty (30)** days of presentation to it of an approved final application for payment, pay Contractor the amount approved.
- (b) If, after Substantial Completion of the Work, final completion is materially delayed through no fault of Contractor and City so agrees, City shall make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9. CONTRACTOR'S CONTINUING OBLIGATION

Contractor's obligation to perform the Work and complete the Project in accordance with the Contract shall be absolute. Neither approval of any progress or final payment by City, nor the issuance of a Certificate of Substantial Completion, nor any payment by City to Contractor, nor any use or occupancy of the Project or any part by City, nor any act of acceptance by City nor any failure to do so, nor any correction of defective Work by City shall constitute an acceptance of Work not in accordance with the Contract.

10. WAIVER OF CLAIMS

The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against City other than those previously made in writing and still unsettled.

11. VERIFICATION OF COSTS

The Contractor shall, upon request, allow the examination and verification of costs by the Engineer or other representatives of the City before final payment is due. If the examination of the Contract cost records results in the determination that unallowable expenses were charged to the City by the Contractor, the Contractor shall be immediately responsible for reimbursing the City for the full amount of such unallowable expenses. The Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred for the Work and Project and used in support of its Proposal and shall make such documents available at all reasonable times during the period of the Contract and for **three (3)** years from the date of final payment under the Contract, for inspection by the City and any reviewing agencies, and copies thereof shall be furnished upon request. The Contractor agrees that the provisions of this Section shall be included in any Contract it may make with any Subcontractor, assignee, or transferee.

END OF SECTION

Tag Data - Commercial Rooftop Air Conditioning Units (Large) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	RTU-1	1	105 Ton Cooling Only RTU	SXHGD11E

Product Data - Commercial Rooftop Air Conditioning Units (Large)**Item: A1 Qty: 1 Tag(s): RTU-1**

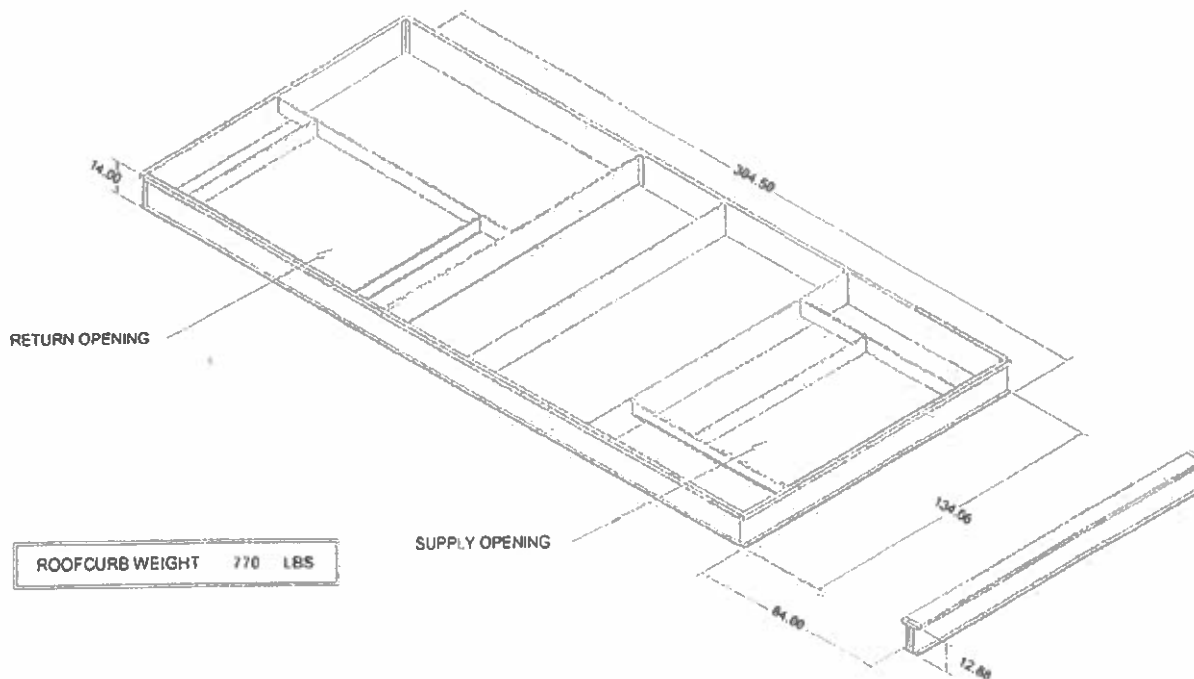
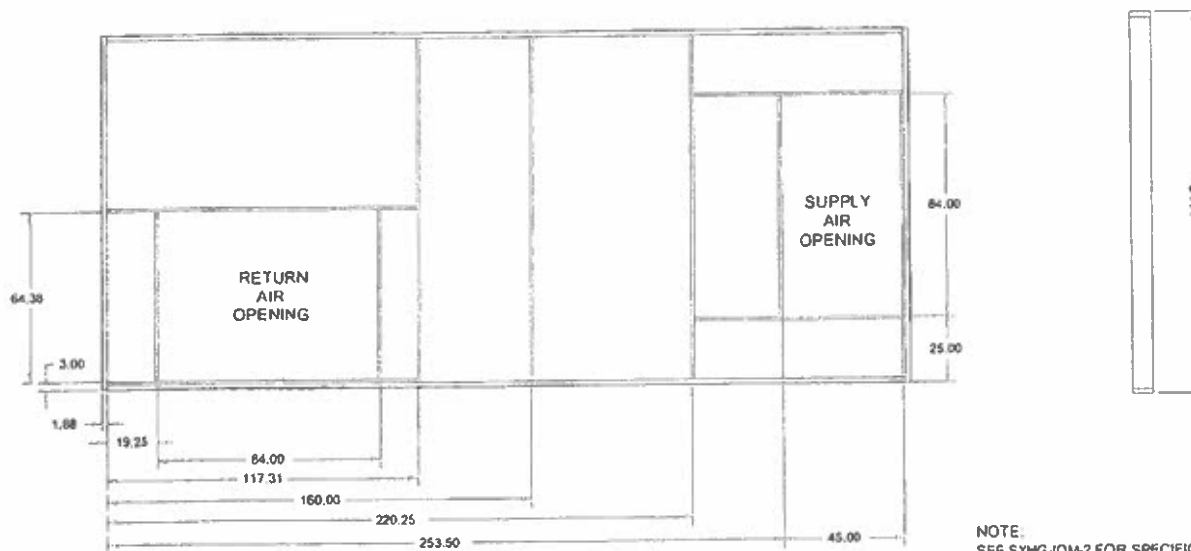
Self-Contained, No Heat Extended Casing
105 Ton Unit
200 Volt-60 Hertz-3 Phase
100% Exhaust 15 HP With Statitrac
600 RPM Exhaust Fan
High-Efficiency Throwaway Filters
40 Hp (2-20 Hp Motors) Supply Motor
1200 RPM Supply Fan
0-100% Economizer
Economizer control w/dry bulb
VAV Supply Air Temperature Control with VFD with out Bypass
UL Approval
Nonfused Unit Disconnect Switch
Low Leak Outside Air Dampers
High Capacity Evap Coil
High-Efficiency Motors (Supply And Exhaust)
Extended Grease Lines
Access Doors
Trane communication interface module
Factory - Powered 15A GFI Convenience Outlet
Standard Flat Roof Curb (Fld)
TRAQ Flow Sensor
2nd-5th Year Replacement Compressor Warranty
Variation

Exhibit A

Accessory - Commercial Rooftop Air Conditioning Units (Large)

90-130 ton true size curb

Item: A1 Qty: 1 Tag(s): RTU-1

ISOMETRIC VIEWTOP VIEW

NOTE:
SEE SXHG-40M-2 FOR SPECIFIC
DIMENSIONS AND INSTALLATION
INSTRUCTIONS



Mr. Robbie Balenger
Building and Facilities Director
City of Kennesaw
2753 Watts Drive
Kennesaw, GA 30144

June 17, 2024

Re: Recommendation of Award: City Hall RTU Replacement

Mr. Balenger:

Bids were opened for the above referenced project on June 14, 2024. The lowest responsible and responsive bidder was submitted by T&T Commercial Equipment in the amount of \$313,491.35. A reference check has been completed, and qualifications of this bidder have been verified. Therefore, it is our recommendation that the contract be awarded to T&T Commercial Equipment.

Upon receipt of the City's concurrence, we will prepare the contracts and forward them to the Contractor for execution.

Enclosed for your review is a copy of the bid log for the project.

Respectfully,

Roy Acree
Program Manager
Croy Engineering, LLC

Cc: Marty Hughes, City of Kennesaw
Lia Alvarez, City of Kennesaw
Wayne McGary, Croy Engineering

Enclosure: Bid Log



Item Report

TO: The Honorable Mayor and City Council
FROM: Ricky Stewart, Public Works Director
DATE: July 8, 2024
TITLE: **DISCUSSION ONLY: Update on Cherokee Street Quiet Crossing**

Summary:

Staff has received information concerning the proposed quiet crossing on Cherokee Street. This will be a discussion to update Council on the findings.

Recommendation:

Fiscal Impact:

Attachments:

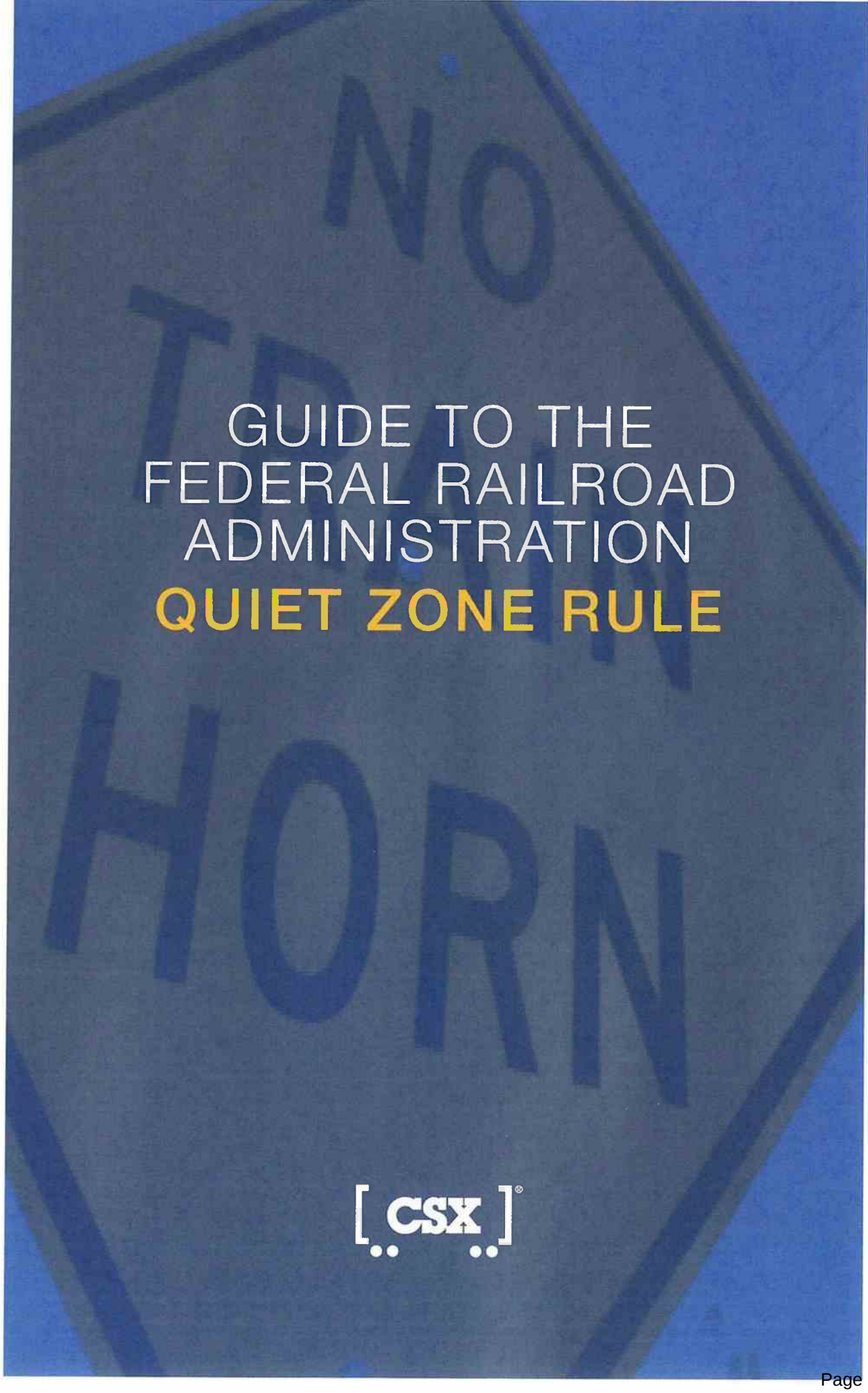
1. Quiet Crossing Briefing
2. Quiet Crossing Brochure

Staff contacted a CSX representatives to discuss the conversion of the at-grade rail crossing at Cherokee St and Main St to a quiet zone crossing. As part of the discussions, SVT, a sub-contractor of CSX, made us aware of the process, the estimated time of implementation, and an estimated cost for the conversion. In addition to the data from SVT, Croy Engineering recently assisted the City of Smyrna with converting an at-grade crossing to a quiet zone crossing. Croy's involvement with that project allowed us to get more accurate information.

The implementation of a quiet zone crossing is not a quick process. Once the application is submitted to CSX, there is an extensive study to determine if the crossing is eligible to be a quiet zone crossing. The application review and study will take many months, as there are multiple factors evaluated during this period. If the study results in a positive determination, the City would be required to submit plans for the additional infrastructure for CSX's review. At a minimum, the infrastructure requirements include additional lights and crossing arms. CSX may mandate additional requirements. This could include placing barriers in the center of the street, closing crosswalks, etc. Once CSX approved the plans, the City would be able to bid the project for construction.

The anticipated time to have a quiet zone crossing in place is 3 -4 years from the initial application to the end of construction. The cost, to include CSX's fees and inspections, design costs and construction costs are estimated to be approximately \$750,000.

There are several items to consider if the City decides to move forward with the conversion. First, there is a strong likelihood that the application will be denied due to the close proximity of the crossing to the intersection of Cherokee St and Main St. The City would have already spent money on consulting fees and CSX application and review fees only to be denied. Second, if approved for construction, the additional infrastructure may require the City to close adjacent crosswalks and add more crossing arms that will impact the area around the museum and amphitheater. Third, the extension of Sardis St and the permanent closing of the Cherokee St crossing is on the horizon. The Sardis St project is expected to be funded and ready for bid by early 2026. This being the case, the Sardis St project could be nearing 50% completion before the quiet crossing has been completed.

The background of the slide is a photograph of a white, diamond-shaped railroad sign with a black border. The sign has the words "NO TRAIN" at the top and "HORN" at the bottom in large, black, sans-serif capital letters. The sign is slightly tilted and set against a clear blue sky.

GUIDE TO THE FEDERAL RAILROAD ADMINISTRATION **QUIET ZONE RULE**





WHY DO TRAINS SOUND THEIR HORNS?

Put simply, trains sound their horns to warn motorists and pedestrians that a train is coming. The Federal Railroad Administration (FRA) has very specific requirements as to when, where, how long and how loud a train must sound its horn.

The FRA Train Horn Rule (49 CFR 222) requires the engineer to sound the horn under various circumstances including when a train is approaching and passing through a public highway-rail grade crossing.

According to FRA rules, train horns must:

- be within 96 and 110 decibels, a sound level equivalent to that of a lawnmower
- be sounded at least 15 seconds but no more than 20 seconds before reaching a crossing
- be sounded no more than a quarter of a mile from a crossing if the train is traveling faster than 60 mph
- be sounded approaching persons on or near the track
- be sounded while moving through tunnels

In addition, CSX Operating Rules require trains to sound horns when:

- approaching or passing passenger trains or stations
- approaching or passing roadway or railroad workers
- approaching tunnels

WHY DOES THE RULE EXIST?

The Train Horn Rule was created following an increase in train collisions in the late 1980s at certain highway-rail grade crossings where nighttime whistle bans had been established.

According to the FRA, train collisions increased following the nighttime whistle bans.

In 1994, Congress ordered the FRA to enact federal regulations requiring train horns to be sounded at all public highway-rail grade crossings.

In 2005, the final rule on quiet zones and the removal of the requirement to sound a horn was adopted and placed in the Code of Federal Regulations.





SAFETY IS A WAY OF LIFE

CSX strives to be a good neighbor in all communities in which we operate.

However, the number of vehicle collisions at highway-rail grade crossings has unfortunately increased in recent years. The FRA reports that deaths at railroad crossings increased 15.6 percent and crossing collisions increased 8.8 percent from 2013 to 2014.

Safety is our number one priority, and CSX believes train horns save lives.

WHAT IS A QUIET ZONE?

A quiet zone is an FRA exemption to the rule requiring trains to sound their horns when approaching public highway-rail grade crossings.

A quiet zone may be a section of rail line at least one-half mile in length that contains one or more consecutive public grade crossings or a single public grade crossing at which locomotive horns are not routinely sounded.

To locate existing quiet zones throughout the United States, visit the FRA website at www.fra.dot.gov and type "quiet zone locations" in the search box.

What to expect within a quiet zone:

- Upgraded warning devices and additional safety measures installed at grade crossings.
- Train horns may still sound. Quiet zones only prohibit horns to be routinely sounded as a train approaches a grade crossing. Train crews can still sound horns in emergency situations or for other safety reasons.
- The community requesting the quiet zone is responsible for funding the installation of additional safety measures which may cost in excess of \$200,000 per crossing.

SAFETY CALCULATIONS

A Quiet Zone Risk Index (QZRI) measures the amount of risk associated with a crossing in a quiet zone. Its calculated value must meet one of the following requirements in order for a quiet zone to be established:

- QZRI is less than or equal to the Risk Index with Horns (RIWH)
- QZRI is less than the National Significant Risk Threshold (NSRT), the average risk of a gated crossing where train horns are sounding

The NSRT is an annually calculated value. A quiet zone established by being less than the NSRT may be canceled if its QZRI is not low enough to maintain qualification.



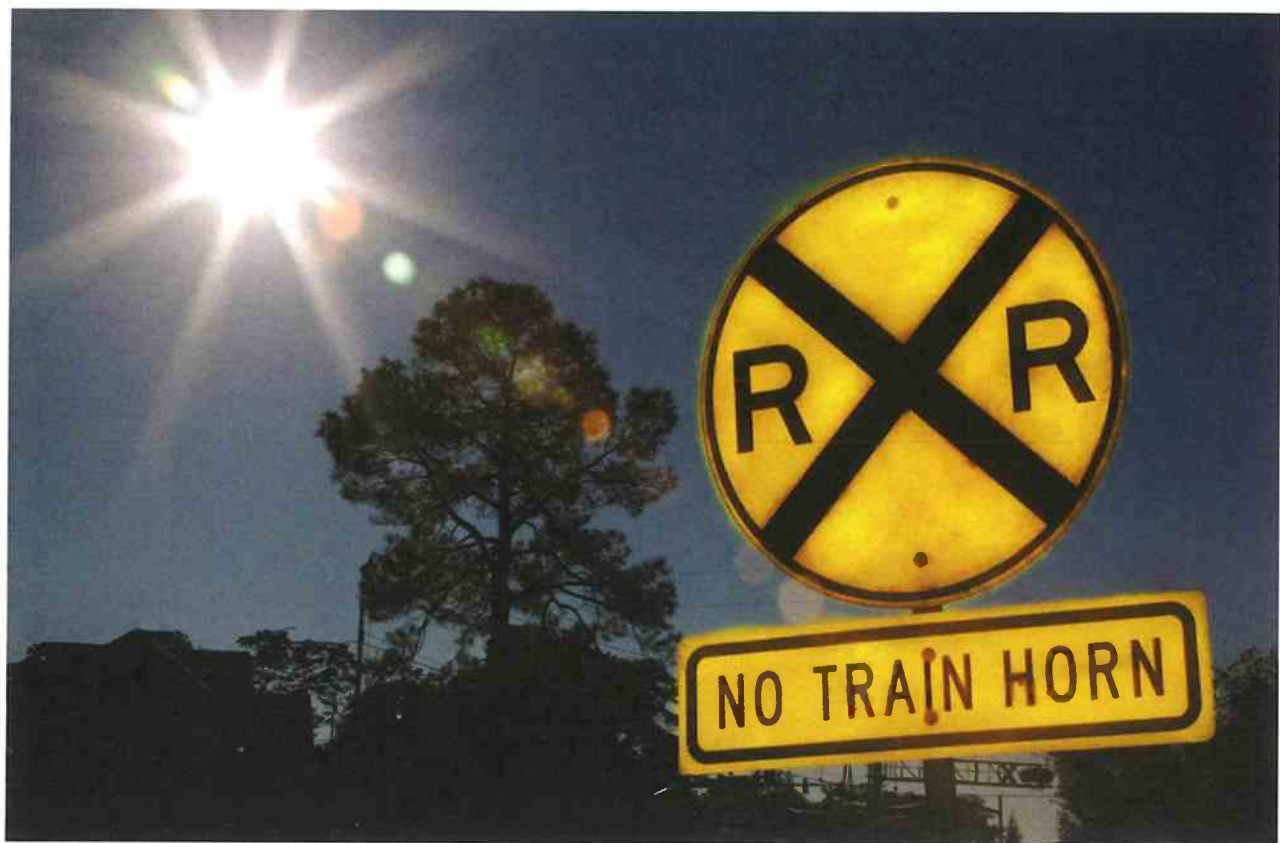


SAFETY MEASURES AND OTHER CRITERIA

Each highway-rail grade crossing located within a proposed quiet zone must be equipped with active warning devices including flashing lights and gates, as well as constant warning train detection systems and power-out indicators.

Grade crossings in a quiet zone may also be equipped with Supplemental Safety Measures (SSMs), including:

- four-quadrant gates
- roadway channelization and median barriers
- one-way roadway with gate(s)
- permanent closure of nearby public crossing(s)



HOW DO I ESTABLISH A QUIET ZONE IN MY COMMUNITY?

Citizens who would like to establish quiet zones should contact their local public agency. Only a public agency may request a quiet zone and initiate the establishment process.

The establishment of a quiet zone falls under the authority of the FRA. During the process, CSX provides feedback regarding safety and other rail-related concerns. A CSX-approved General Engineering Consultant will work with your community during the establishment process.

CSX cannot prohibit the creation of an FRA-approved quiet zone.

PROCESS OVERVIEW

1. Communities wishing to establish a quiet zone should first contact their local FRA Crossing Manager.

FRA Crossing Manager contact information can be found by visiting the FRA website at www.fra.dot.gov and typing "regional offices" in the search box.

2. Public agency determines which crossings comply with FRA guidelines and completes calculation of Quiet Zone Risk Index (QZRI).
3. Public agency completes CSX's Quiet Zone Data Form and submits it along with a \$6000 advanced deposit.
4. Public agency, FRA and CSX General Engineering Consultant (GEC) perform a diagnostic review of the selected crossings.
5. Notice of Intent (NOI) is sent to CSX, FRA and state DOT, each via Certified Mail. Send CSX NOI to: CSX Transportation, Inc., Director Project Management-Public Projects, 500 Water St. J-301, Jacksonville, FL 32202
6. CSX reviews NOI and provides feedback to public agency.
7. Public agency enters into Preliminary Engineering Agreement with CSX.

For more information about the preliminary engineering process please visit www.csx.com, About Us, Property and then Public Project Manual.

8. Public agency and/or CSX installs appropriate Supplemental Safety Measures (SSMs) and the road authority installs applicable signage at the affected crossings.
9. Notice of Establishment (NOE) is sent to CSX, FRA, and state DOT each via Certified Mail. Send CSX NOE to: CSX Transportation, Inc., Director Project Management-Public Projects, 500 Water St. J-301, Jacksonville FL 32202
10. CSX visits affected crossings to confirm installation of SSMs and then provides NOE response to the public agency.

Additional information can be found
by visiting the FRA website,
www.fra.dot.gov,
and typing “guide to the quiet zone
establishment process” in the search box.

CSX provides this information to assist communities that are interested in establishing a quiet zone. The information provided here is not intended to address every aspect of the Train Horn Rule, and is not intended to supersede the regulations or guidance issued by the FRA.

For more information on the Train Horn Rule and quiet zones, please visit the FRA website at www.fra.dot.gov and type "the train horn rule and quiet zones" in the search box.

To contact CSX, please visit www.csx.com/tellcsx.

