



NOTICE OF AWARD

Date: June 7, 2016

To: Charles Ardito
Ardito Construction Company
2216 Wakita Dr. SE
Marietta, Ga. 30060

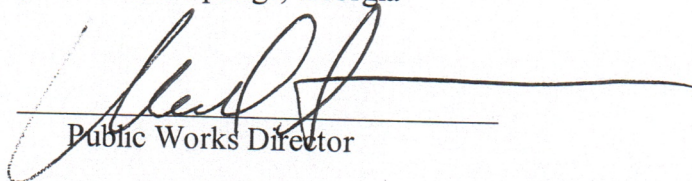
Project: Macedonia Rd at Tapp Middle School IFB-16-005

The City of Powder Springs has considered the Bid submitted by you on May 31, 2016 for the above-described work.

You are hereby notified that your Bid has been accepted for the items in the amount of one hundred and one thousand, six hundred twenty two dollars and three cents (\$101,622.03). You are requested to return to the above address three (3) copies of each of the Contract, Performance Bond (on appropriate form), Bid Bond (revised to show 5% of project cost), Labor and Material Payment Bond (on appropriate form), and Certificates of Insurance (as per IFB # 16-005 found on pages 14 to 17) within ten (10) calendar days from receipt of this Notice to you. (Please do not date any of these documents.) You are also required to return an acknowledgement copy of this Notice of Award.

The City of Powder Springs, Georgia

By:


Public Works Director

Dated this 7th day of June, 2016.

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

Charles M. Ardito Charles M. Ardito, this _____ day of _____, 2015.



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 13th day of June, 2016, by and between Cobb County Board of Education referred to as "Grantor", located at 514 Glover Street, Marietta, GA 30166, Powder Springs, GA 30127, & the **CITY OF POWDER SPRINGS by and through its PUBLIC WORKS DEPARTMENT**, 3006 Springs Industrial Drive, Powder Springs, GA 30127, hereinafter referred to as "Grantee".

RECITALS:

- A. Grantor is the owner of certain real property situated in the City of Powder Springs, Cobb County, Georgia, hereinafter referred to as the "Subject Property", and more particularly described in **Exhibit "A"** hereto.
- B. The Grantee is the owner and operator of a public water system, and in connection therewith, desires to acquire from the Grantor an easement over, under and across a certain portion of the Subject Property for an underground water line.
- C. The parties further desire to provide that the effectiveness of said easement, or portions thereof, shall be subject to any preexisting rights of the public insofar as, as said easement or portions thereof are located within any dedicated public road right-of-way.
- D. The Grantee and the Grantor have agreed upon, and desire to herein memorialize the terms and conditions which will govern the granting and use of the aforementioned easement.

AGREEMENT & GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, the parties hereto, for themselves, their heirs, successors and assigns, agree as follows:

1. Grantor, subject to the terms and conditions hereinafter set forth, hereby grants and conveys unto the Grantee, its successors and assigns, an easement over, under and across that portion of the Subject Property described in **Exhibit "A"** hereto, for the purpose of permitting the Grantee to therein construct, install, maintain, repair, replace, use, and operate an underground water line or lines, and related facilities ("Easement").
2. The Easement shall be permanent and perpetual, unless Grantee agrees in writing to its termination, or it is otherwise abandoned or vacated by the Grantee; provided, however, to the extent that any portion of the Easement is located within a preexisting public right-of-way or a dedicated street or road, said Easement shall be subject to and be governed by applicable law and/or alternative agreements between Grantee and the governmental entity having jurisdiction over said dedicated public street or road right-of-way.
3. While in effect, said Easement shall specifically include, without limitation, the right of the Grantee, its agents, employees, contractors, and assigns, to have reasonable access to and to traverse said Easement with vehicles and equipment, and to make such improvements and excavations thereon and there under as may be reasonably necessary to construct, install,

maintain, repair, replace, operate or use water lines and related facilities installed or located in the Easement.

4. To the extent permitted by law, Grantee shall save and hold Grantor harmless from any and all liability for personal injury or property damage resulting from, or in any way connected with, any use or activity undertaken or permitted by the Grantee, or any of its agents, employees, contractors or assigns.

5. Upon completion of its installation of water lines and related facilities within the Easement, and any subsequent construction or maintenance activity conducted therein by the Grantee, the Grantee shall immediately repair, restore and revegetate all disturbed surface areas in a manner consistent with conditions existing prior to the disturbance, all to the reasonable satisfaction of the Grantor.

6. This Agreement, and the easement herein granted shall be appurtenant to, and run with the title to the real property encumbered thereby, and shall obligate, and inure to the benefit of, the parties hereto and their respective successors and assigns.

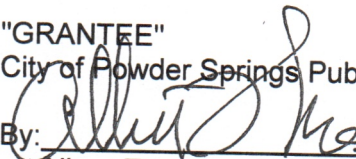
IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed on the day and year first above written.

"GRANTOR"

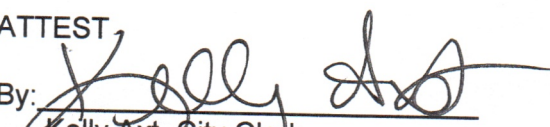
By: _____

"GRANTEE"

City of Powder Springs Public Works

By: 
Albert Thurman, Mayor

ATTEST

By: 
Kelly Axt, City Clerk

APPROVED AS TO FORM:
GREGORY, DOYLE, CALHOUN & ROGERS, LLC

BY: 

STATE OF GEORGIA
Cobb County

On this ____ day of _____, 2016, before me, a Notary Public for said County and State, personally appeared _____, known or identified to me, to be the person who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR GEORGIA
Residing at _____
My commission expires _____



AGREEMENT FOR VENDOR/CONTRACTOR SERVICES

This Agreement for Vendor/Contractor Services is made and entered into this 12th day of June, 2016, between the **City of Powder Springs, Georgia**, a municipal corporation, and the contracted Vendor/Contractor. The City of Powder Springs and Vendor/Contractor may hereafter be referred to as "**Party**" individually or collectively as the "**Parties**."

W I T N E S S E T H:

WHEREAS, the City desires to retain a qualified, experienced, and licensed Vendor/Contractor with demonstrated skills and experience in providing certain services, the exact nature, scope, and price of which is more completely and fully set forth in Vendor/Contractor's bid for services, which is attached hereto as Exhibit A and expressly incorporated herein by way of reference as a part hereof (hereinafter, "the attached quoted services");

WHEREAS, Vendor/Contractor is knowledgeable and experienced in the attached quoted services required by the City and desires to provide, furnish, and deliver all necessary materials and to perform the work necessary to complete attached quoted services;

WHEREAS, the Parties desire to contract for the provision of attached quoted services according to the terms and conditions and provisions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- Contract Time. Vendor/Contractor shall complete and/or perform attached quoted services within timeframe agreed upon by the City of Powder Springs. All Work shall begin after notification by the City and shall be carried through to completion without unreasonable delay and suspension. If there are unreasonable delays or unauthorized suspensions of work, the City reserves the right to charge the Vendor/Contractor, not as a penalty, but as liquidated damages, the cost incurred by the City to complete the Work by another contract or otherwise.
- Contract Price. Vendor/Contractor shall complete the Work for the agreed upon sum dictated by the attached quote.
- Agreement shall mean this written agreement between City and Contractor covering the work to be performed, including any and all exhibits hereto, said exhibits being incorporated herein by reference. **The Request for Quotes/Invitation for Bid issued by the City and the response submitted by the Contractor (the "Bid Documents") are also incorporated herein by reference.**
- Required Documentation. Vendor/Contractor shall furnish to the City certificates of insurance and any other documents, affidavits, or things required to be submitted by the terms of this Agreement and/or the State law of Georgia for review and approval by the City (i) prior to the commencement of the Work or (ii) upon the Vendor/Contractor's execution of the Agreement. (Security and Immigration Affidavit, W-9, etc.)
- Insurance. Required insurances (Liability, Worker's Comp, etc.) shall be maintained in full force and effect during the life of the Agreement and through final completion. Subcontractors shall be required to obtain all insurance which the Vendor/Contractor is required to obtain. Vendor/Contractor shall agree to waive all rights of subrogation against the City, the City council, the mayor, its officers, officials, employees, and volunteers from losses arising from attached quoted services performed. Vendor/Contractor shall at a minimum apply risk management practices accepted by the Vendor/Contractors' industry.
- Services Performed. Vendor/Contractor will perform, supervise, and direct the attached quoted services efficiently and with its best skill and attention. Vendor/Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures. Vendor/Contractor will provide competent, suitably qualified personnel to perform the Work. Vendor/Contractor and its employees, agents, and Subcontractors shall be fully equipped, staffed, certified, authorized, and licensed for the attached quoted services. In the event the Vendor/Contractor causes damages, the Vendor/Contractor shall repair such damage at its sole expense. The Vendor/Contractor shall use those materials identified in the attached quoted services. In addition, the attached quoted services shall be performed to the entire satisfaction of the City. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Agreement or of such inspections, tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted

- Subcontractors. Vendor/Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it.
- Permits. Vendor/Contractor will secure and pay for all permits, certifications, and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Attached quoted services.
- Laws and Regulations. Vendor/Contractor will give all notices and comply with and cause all Subcontractors to comply with all federal, state, and/or local laws, ordinances, requirements, standards, rules and/or regulations (“Laws”) applicable to the attached quoted services and materials to be provided. If the Vendor/Contractor performs any services contrary to such laws, it shall bear all costs arising therefrom.
- Taxes. Vendor/Contractor will pay all sales, consumer, use, and other similar taxes required by the law of the place where the Work is to be performed. Notwithstanding the preceding sentence, no sales tax shall be charged to the City on any of the material and/or equipment incorporated or used in the performance of the Work.
- Indemnification and Limitations of Liability. Vendor/Contractor, shall indemnify and save harmless the City, its officers, council members, agents, contractors, assigns, volunteers, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, including reasonable attorneys’ and other professional fees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of the attached quoted services by the Vendor/Contractor or its employees, agents, servants, associates, or Subcontractors however such injuries or death or damage to property may be caused arising out of any breach by the Vendor/Contractor of any representation, warranty, covenant, duty or obligation; City shall not be liable to the Vendor/Contractor or any Subcontractor, of any tier, for any lost profits, special, incidental, punitive, exemplary or consequential damages, including but not limited to frustration of economic or business expectations, loss of profits, loss of capital, cost of substitute product(s), facilities or services, or down time cost, even if advised of the possibility of such damages, arising out of or resulting from the City’s performance or non-performance of the City’s obligations under this Agreement, or from the City’s termination or suspension of Work under this Agreement, or for any other reason. Furthermore, the City shall not be liable in contract or tort to Vendor/Contractor, Subcontractors, or suppliers thereof, regardless of tier, for incidental or consequential damages arising out of or resulting from the City’s performance or non-performance of the City’s obligations under the Agreement, or from the City’s termination or suspension of Attached quoted services under the Agreement, or for any other reason.
- Warranty and Guarantee. Vendor/Contractor will perform the attached quoted services in accordance with this Agreement, the Laws, and, at a minimum, that degree of care and skill ordinarily exercised by and consistent with the standards of care of others ordinarily providing the same or similar services/work in the same or similar locality as the area where the Work is to be performed. Vendor/Contractor further warrants and guarantees to the City that all materials and equipment will be new unless otherwise specified and that all Work will be, at a minimum, of the degree of care and skill set forth above and in accordance with the requirements of the Agreement and of any inspections, tests, or approvals. Contractor warrants and guarantees 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 the 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 the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest or encumbrance is retained by the seller or otherwise imposed by the Contractor or such other person.
- Work Stoppage. If the attached quoted services are defective, or if the Vendor/Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or if the Vendor/Contractor fails to make prompt payments to Subcontractors or for labor, materials, or equipment, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such an order has been eliminated; however this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity.
- Correction or Removal of Defective Work. If required by the City prior to approval of final payment, the Vendor/Contractor will promptly, without cost to the City and as specified by the City, either correct any defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not correct defective

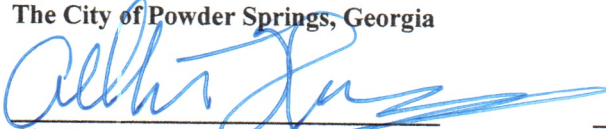
Work or remove and replace rejected Work within a reasonable time, all as specified in a written notice from the City, the City may have the deficiency corrected or the rejected Work removed or replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

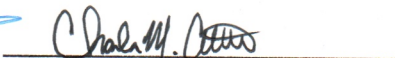
- Termination. The Agreement may also be terminated for cause upon five (5) days written notice for a failure to both (a) perform substantially in accordance with the terms and conditions of the Agreement and (b) for the sole convenience of the City. Upon written notice to the Vendor/Contractor, the City may also exercise its right to early termination in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Vendor/Contractor. City shall reimburse the Vendor/Contractor for Work actually and properly performed by the Contractor up to the date of termination. The City has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Vendor/Contractor.
- Force Majeure. Except for payment of sums due and except as otherwise specified herein, neither Party shall be liable to the other nor deemed in default under the Agreement if and to the extent that such Party's performance under the Agreement is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Force Majeure shall not include (i) late performance by a Subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with the terms and conditions set forth herein and (ii) the Contractor's failure to comply with the terms and conditions of this Agreement regarding disaster recovery.
- Registration with a Federal Work Authorization Program. Vendor/Contractor shall comply with the requirements of the Official Code of Georgia ("O.C.G.A") Sec. 13-10-91 and Rule 300-10-1-02 and compliance therewith is a condition of the Agreement. Compliance shall include but not be limited to execution of the attached Contractor Affidavit and Agreement and Subcontractor Affidavit should there be any subcontractor or subcontractors.
- Jurisdiction. The Agreement shall be governed and interpreted by the laws of the State of Georgia and any action brought to clarify or enforce this Agreement shall be brought in a court of competent jurisdiction located in Cobb County, Georgia.
- Contractual Relationship. The relationship between the City and the Vendor/Contractor is that of an independent contractor. Vendor/Contractor is not authorized to act as an agent, employee, or legal representative of the City, and may not hold itself out to the public as such. The method and manner of performance of the Work shall be under the exclusive control of the Contractor. The City shall have the right to inspect such undertakings at any time without prior notice.

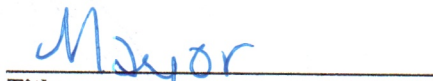
IN WITNESS WHEREOF, each of the parties hereto has executed this Contract as of the date first above written.

The City of Powder Springs, Georgia

Vendor/Contractor

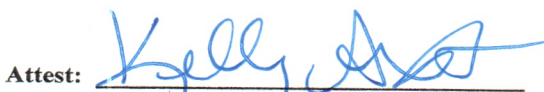

City Representative

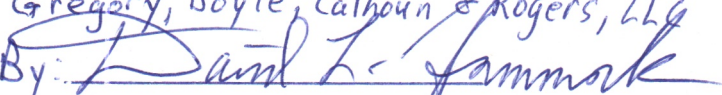

Vendor/Contractor


Title


Title

Date: 6/13/16

Attest: 
Kelly Axt, City Clerk

Approved as to form
Gregory, Doyle, Calhoun & Rogers, LLC City Attorneys
By: 

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 Powder Springs, Georgia, 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 Powder Springs, Georgia, 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 Powder Springs, Georgia, at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent Date
(Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
____ DAY OF _____, 200_

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).

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 Hoover Properties & Equipment, Inc., on behalf of the City of Powder Springs, Georgia, 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* User Identification 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 _____, 200__

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).

Exhibit A

Ardito Construction Company, Inc.

2216 Wakita Drive SE

Marietta, Ga. 30060

770-435-3776 (Office)

Chuck Ardito, C.F.O.

chuck.ardito@arditoconstruction.com



INVITATION FOR BID

For Macedonia Road at Tapp Middle School Water Line Project 2016

- 1. INTRODUCTION:** The City of Powder Springs is located in southwest Cobb County and is a member of the ten-county Atlanta Regional Commission. The City is located approximately twenty-two miles west of Atlanta and approximately twelve miles southwest of Marietta. Powder Springs encompasses approximately 4580 acres (approximately 7 square miles). The City's 2004 population of 14,300 as reported by the U.S. Census ranks it fifth amongst Cobb County's six municipalities. The 2006 Census Bureau estimate for the City's population shows an increase to 15,129. The City is accessible to the regional transportation routes I-20, I-75 and I-285, and has developable land available at reasonable prices, a factor that continues to attract new residential development to the area and is which the City is using to help target other types of development as well. In the mid to late 20th Century as the cities of Marietta and Atlanta attracted national businesses Powder Springs began to transition from a farming enclave into a bedroom community for these nearby employment centers. As the 21st Century continues to bring development to the Atlanta region, Powder Springs is once again growing.
- 2. GENERAL DESCRIPTION AND SCOPE OF WORK:** The City of Powder Springs is soliciting proposals from qualified, experienced, and licensed Contractors with demonstrated skills and experience to provide professional services of water line installation, existing service line disconnections, new water service connection and all other work necessary to complete the said project in accordance with the terms of this Invitation for Bid ("IFB"), any resulting contract, and the construction documents/specifications prepared by the City of Powder Springs Public Works Department.

The Scope of Work regarding the Macedonia Road at Tapp Middle School Water Line Project 2016 is as follows:

The work will be to disconnect an existing 6" Asbestos Concrete unmetered water line at the northeast corner of Old Villa Rica Road, abandon said line in place in accordance with Georgia EPD regulations, extend and connect an existing 12" Ductile Iron Pipe metered water line from said corner to the existing 6" AC line running south via a Tee connection, continue the 12" DIP water line along the north side of Macedonia Road approximately 650 linear feet to the east towards Forest Hill Road, disconnect and plug an existing service to Tapp Middle School from a 36" Reinforced Concrete water line owned by Cobb County-Marietta Water Authority, add a new 8" meter and DDC, and reconnect to the existing service line for the school.

- 3. FAMILIARIZATION WITH SCOPE OF WORK:** Before submitting a bid, each Respondent shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Respondent shall be responsible for fully understanding the requirements of this IFB and the resulting contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of this IFB and resulting contract requirements. The submission of a bid will constitute a representation of compliance by the Respondent. There will be no subsequent financial adjustment, other than that provided by the resulting contract, for lack of such familiarization.

Unless otherwise directed, all work performed shall be in accordance with the standard details shown in the City of Powder Springs Unified Development Code, and any applicable revisions that apply.

4. **PERFORMANCE PERIOD:** The work shall begin within ten (10) days after receiving a Notice to Proceed issued by the City to the Contractor and shall be completed within thirty (30) days without unreasonable delay and without suspension of work unless authorized in writing by the City. The specifications are based on requirements to ensure that the lowest practical cost and highest practical quality of construction services are obtained at quality prices using the latest technology. **The City of Powder Springs will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period. Contractors must submit firm fixed pricing.**
5. **BASIS OF AWARD:** Award of bid shall be made based on technical capability, determination, qualifications, experience, price, and where applicable, responsiveness, operating costs, delivery time, requirements, performance data, and guarantees of materials and equipment. The City Public Works Department shall weigh these factors from each bidder and be the sole judge as to the relative merits of each bidder.

NOTE: Although pricing will weigh heavily in the award of this contract, bidders will have to meet lead-time, service, and quality criteria to be considered a "responsible" bidder who is eligible for award. In the event the bidder wishes to provide items specified above and beyond the stated requirements of this bid at "no cost" to the City of Powder Springs, these services should be identified and included in the bid response.

6. **REGULATORY REQUIREMENTS:** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including those of OSHA and EPA, pertaining to the performance of the work specified herein. Ignorance on the part of the Contractor shall not, in any way, relieve the Contractor from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

The Contractor shall hold all licenses, permits, and certifications as may be required by federal, state, and local laws, ordinances, rules, and regulations for the proper execution and completion of the work specified herein. **Copies shall be provided to the City with the response submission.**

The Contractor shall be required to obtain all necessary permits and meet the applicable federal, state, and/or local laws, ordinances, rules, regulations, and/or requirements for erosion and sedimentation control, as defined in City Codes and Ordinances. In addition, any required permanent stabilization shall be performed if required.

7. **SAFETY AND PROTECTION:** The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connections with the work. The Contractor shall also be responsible for the provision of temporary restroom facilities and other similar related facilities needed for the construction site.

The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site, other persons including, but not limited to, the general public (residents and neighbors) and property which/who may be affected thereby.

All materials, tools, equipment, and the like shall be removed daily or safely stored. The City of Powder Springs **is not responsible** for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there are any questions, the City's designated representative assigned to this project will be consulted.

- 8. DISPOSAL OF REFUSE:** The Contractor shall be solely responsible for disposing of materials and shall take into account, before bidding, the compliance with the above stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state, and/or local laws, statues, rules, ordinances, and/or regulations. All trash and debris shall be collected and removed from the site(s) on a daily basis. The Contractor will not be permitted to burn any of the materials on site or within the boundary limits of Powder Springs, Georgia.
- 9. FEES:** It shall be the sole responsibility of the Contractor(s) to obtain and pay for any and all permits required by federal, state, and/or local laws, rules, ordinances, codes, and/or regulations. It is further agreed that the Contractor shall be responsible for all field engineering and layout work necessary to complete the project.
- 10. WORK REQUIREMENTS:** The Contractor agrees to furnish and deliver all the materials authorized by the City and to do and perform all the work and labor for said project. The work and materials shall be in strict conformance to the conditions, plans and specifications of the City Public Works Department and shall conform to the City's Unified Development Code. The Contractor's warranty period will be for 365 days after acceptance of the work by the City.

It is understood that the City shall be responsible for handling the agreements with the utility owners for any removal and relocations necessary. The City shall give the utility owners ample notice, of the impending construction, to allow time for engineering and material orders required for any removal and relocations necessary. In addition, the Contractor agrees to clear right-of-way obstructions without expense to the City.

The work shall be done in accordance with all applicable federal, state, and/or local laws, ordinances, rules, and/or regulations, including those of OSHA and the EPA, under and to the entire satisfaction of the City. The decision of the City's designated representative upon any question connected with the execution or fulfillment of the proposed agreement and interpretation of the specifications or upon any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

Neither the Contractor(s) nor his/her employees and/or subcontractors shall be considered employees of the City of Powder Springs. The method and manner of performance of such undertakings shall be under the exclusive control of the Contractor(s). The City shall have the right to inspect such undertakings at any time without prior notification.

All work shall be coordinated with the City's designated representative. Any changes to the established schedule must have prior approval of the City's designated representative. At anytime during the term of the contract, the City of Powder Springs reserves the right to adjust the specifications attached. The City understands that additional work shall be estimated, priced, and approved by the City's designated representative prior to performance. No material changes in the scope, character, complexity, or duration of the project from those required under the agreement shall be allowed without the execution of a written amendment to the contract between the City and Contractor. Unreasonable estimates shall be deemed cause to terminate the contract. The Contractor will, as a part of the contract, be expected to work closely with the City of Powder Springs in resolving any and all problems resulting during the term of the contract.

The work of the Contractor is considered personal by the City. The Contractor agrees not to assign, sublet, or transfer any or all of its interest in this agreement without prior written approval of the City. The City reserves the right to review and approve all subcontracts prepared in connection with the agreement, and the Contractor agrees that it shall submit to the City proposed subcontract documents together with sub-contractor cost estimates for the City's review and written concurrence in advance of their execution. The City reserves the right to approve any proposed subcontractor. Any subcontractor not approved by the City shall not work on the project.

11. WORK COMPLETION: At the completion of the work, the Contractor shall remove all waste materials, and debris from, and about the premises as well as all tools, equipment, and surplus materials, landscape the site, and leave the site clean and ready for use and occupancy.

12. EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK: All bidders are required to examine carefully the site of the proposed work and the specifications and it is mutually agreed that the submission of a bid proposal shall be prima fascia evidence that the bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered and as to the character, quality, and quantities of work to be performed and materials to be furnished.

Bidders shall also familiarize themselves with and shall comply with the requirements of all federal, state, and/or local laws, rules, regulations and/or ordinances which may directly or indirectly affect the work, prosecution of the work, persons engaged in or employed on the work, or the materials or equipment used in the work. No adjustments or compensations will be allowed for losses caused by failure to comply with the above requirements.

13. QUALIFICATIONS: The Contractor shall be fully equipped, staffed, certified, and licensed for the work performed. Copies of all applicable licenses shall be provided with the bid.

- Contractor shall own or have access to all equipment and instrumentation required for work performed under the contract, and that equipment and instrumentation shall be available for the duration of the contract.
- All employees of the Contractor shall have knowledge and experience including all applicable current licenses, certifications, and permits necessary to perform assigned duties under the contract.
- Any employee of the Contractor, who in the opinion of City is incompetent or whose conduct becomes detrimental to work or safety shall be immediately removed from association with the contract upon the City's request.

14. REQUESTED CONTENT: All questions must be answered and the data given must be clear and comprehensive. Add separate sheets if necessary. The written request should provide background information about the company, its employees, and its experience with related projects and related clients (especially governmental). This statement shall be submitted with bid.

- a. Name of Bidder
- b. Permanent Main Office Address, Email Address, and Pertinent Phone Numbers
- c. How long (years) has your firm been in the construction business under your present name; also state names and dates of previous firm names, if any? Where Organized?
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.
- e. How long do you warrant a project?
- f. Does your professional liability insurance coverage extend past the completion date and warranty of any project? If yes, for how long?
- g. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
- h. General character of work performed by your company.
- i. Have you ever failed to complete any work awarded to you? If so, where and why?

- j. Have you ever defaulted on a contract? If so, where and why?
- k. Have you ever failed to complete a project in the time allotment according to the Contract Documents? If so, where and why?
- l. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
- m. List your major equipment available for this contract.
- n. List any subcontractors whom you would expect to use for the contract.
- o. With what banks do you do business? Do you grant the City permission to contact this/these institutions? Latest Financial Statements, certified audited if available, prepared by an independent certified public accountant, and may be requested by City. If requested, such statements must be provided within five (5) business days or the bid proposal will be rejected. Certified Audited Statement is preferred. Internal statements may be attached only if independent statements were not prepared.

15. REFERENCES: The Contractor must provide at the time of bid opening a list of contact numbers, addresses and a contact person from three (3) jobs completed having similar specifications within the metro Atlanta area.

16. ADDITIONAL INFORMATION: Please provide any additional information the respondent believes to be relevant to the selection efforts of the City of Powder Springs.



Instructions to Respondents

These instructions shall bind Respondents to the terms and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual request. Respondents are required to carefully read and follow the procedures outlined in this bid. Through the submittal of the bid, the Respondent acknowledges that it has read, understands, and agrees to be bound by and fulfill the requirements, terms, and conditions of the IFB, unless exceptions are expressly made in writing.

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION: for purposes of this solicitation, the following definitions shall apply:

City: The City of Powder Springs, Georgia

Contract: The legal agreement executed between the City and the Contractor, all specifications from the City, instructions to respondents, invitation to bid, and terms and conditions attached to this bid package.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded the contract by the City.

Mayor: The executing authority for the City, who upon authorization, may sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Respondent: An individual, partnership, corporation, or entity who submits a bid in response to this IFB.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a bid as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Respondent fails to provide recommended information, the City may, at its sole option, ask the Respondent to provide the information or evaluate the bid without the information.

2. BID SUBMITTAL DEADLINE: All bidders shall submit the complete bid package to the address below no later than **12:00 PM (Noon)** on **May 31, 2016**.

Bids shall be mailed to:
Kelly Axt, City Clerk
City of Powder Springs
4484 Marietta Street
Powder Springs, GA 30127

3. OPENING LOCATION, DATE, AND TIME: This bid shall be opened, **May 31st, 2016** at **3:00 PM** at the City of Powder Springs City Hall, 4484 Marietta Street, Powder Springs, Georgia, 30127. Through the submission of this bid, the Respondent acknowledges that it has read, understands, and agrees to be bound by and fulfill the requirements, terms, and conditions of the solicitation, unless exceptions are expressly made in writing.

4. INQUIRIES: Each Respondent shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the bid shall be made in writing to City of Powder Springs Public Works at 3006 Springs

Industrial Drive, Powder Springs, Georgia, 30127 or (770) 943-8010. Such request shall be in writing and shall be made not less than seventy-two (72) hours prior to the time scheduled for the opening of bids. The City of Powder Springs shall not be liable for oral interpretations given by any City of Powder Springs employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarifications, or additional information can be given. From the time of release of the solicitation until an award is made, Respondents shall not communicate with anyone from the City of Powder Springs except as specifically provided within this document.

- 5. CLARIFICATIONS AND ADDENDUMS:** If any addendums are issued to this IFB, the City of Powder Springs shall post said addendums on the website, however, it shall be the responsibility of each Respondent prior to submitting their bid to review the website or contact the City Clerk to determine if any addendums were issued and to make sure such addendum is a part of their bid. No amendments or addendums shall be issued within a seventy-two (72) hour period prior to the advertised time for the opening of bids. **Each Respondent shall acknowledge in its bid all addendums received by affixing an authorized signature on the addendum and such addendum shall be submitted with the bid or the bid shall be deemed "Non-Compliant" and rejected.**

Any complaint from Respondents relative to the IFB or any specifications shall be made in writing to the City of Powder Springs Public Works at 3006 Springs Industrial Drive, Powder Springs, Georgia, 30127 or (770) 943-8010 at least seventy-two (72) hours prior to the time of opening of bids; otherwise they shall not be considered.

- 5. DRAWINGS AND SPECIFICATIONS:** All drawings and specifications for the work are the sole property of the City and intended solely for use in the work contemplated in such drawings and specifications. If there are any discrepancies in, or omissions from, the drawings or specifications, or if the bidder is in doubt as to the true meaning of any part of the Contract document, they shall request clarification from City of Powder Springs Public Works at 3006 Springs Industrial Drive, Powder Springs, Georgia, 30127 or (770) 943-8010. Such request shall be in writing and shall be made not less than seventy-two (72) hours prior to the time scheduled for the opening of bids. The City of Powder Springs shall not be liable for oral interpretations given by any City of Powder Springs employee, representative, or others than the Public Works Director. Interpretations in response to inquiries for any bidder, clarifications, or corrections issued in the form of addendum shall be posted on the website for each bidder to see. If the bidder fails to request clarification regarding methods of performing work or the material required, their bid shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

Any complaint from bidders relative to the IFB or any attached specifications shall be made in writing seventy-two (72) hours prior to the time of opening of bids; otherwise they cannot be properly considered.

- 6. PREPARATION OF BID:** All bids shall be on the forms provided in this IFB package. It is permissible to copy these forms as required. Facsimiles or electronic mail bids shall not be considered.
- A. The Bid Proposal form, Non-Collusion Affidavit, Bid Bond, Contractor/Subcontractor Immigration Compliance Affidavits, and any solicitation amendments/addendums must be signed and/or initialed and placed in a separate folder to be included with the bid.
 - B. All required documentation shall be signed by a person authorized to submit an offer. An authorized signature on the Bid Proposal form, Bid Addendum(s), or cover letter accompanying the bid documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Respondent shall submit any additional requested documentation, signifying its intent to be bound by the terms of the IFB and resulting contract.
 - C. The authorized person signing the bid shall initial erasure, interlineations, or other modifications on the bid.
 - D. In case of error in the extension of prices in the bid, unit price shall govern when applicable.

- E. Periods of time, stated as a number of days, shall be in calendar days.
 - F. It is the responsibility of all Respondents to examine the entire Request for Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting, or providing any response to this solicitation. All expenses for making bids to the City of Powder Springs are to be borne by the Respondent.
 - I. Respondents must list, for review and approval by the City, any subcontractors to be utilized in the performance of the Services specified herein. For each subcontractor, details on respective qualifications must be included. The Contractor shall not make any substitution for any subcontractor listed in the bid and approved by the City unless the City determines that there is good cause for doing so. The City shall have the right to remove any subcontractor for cause.
7. **BID FORMAT:** No responsibility will attach to any City representative or employee for premature opening of bids not properly addressed or identified. An original and one (1) copy of this bid (2 total) **initialed** (see bottom of each page), along with other required documents, in one (1) package and the original Bid Proposal form/Non-Collusion Affidavit/Bid Bond/ Immigration Affidavits shall be submitted in another package with both packages combined into one (1) sealed package, clearly marked and titled on the outside as follows:

Invitation for Bid - Macedonia Road at Tapp Middle School WLP

And addressed to:

**City of Powder Springs
City Clerk's Office
4484 Marietta Street
Powder Springs, Georgia 30127**

8. **PRICING INSTRUCTIONS:** The bidder shall list the entire costs associated with performing the services required on the individualized item-pricing sheet. The total combined cost shall be included as the total cost figure. The bidder/contractor shall thoroughly fill out the attached Bid Proposal form or will be deemed "unresponsive." The Bid Proposal form, along with the Non-Collusion Affidavit, Immigration Affidavits, and Bid Bond, shall be in a separate folder from the other documents required in the submitted bid package. It shall be the sole responsibility of the bidder/contractor(s) to review all drawings and specifications, visit the sites of the work, and fully inform themselves as to all conditions and matters, which can in any way affect the work or the cost thereof. In no way shall the Contractor, after bidding, seek an adjustment or change order as a result of not being able to comply with the applicable federal, state and/or local laws, rules, regulations, ordinances, and/or codes.
9. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to this IFB is an offer to contract with the City based upon the provisions contained in the City's IFB, including but not limited to, the specifications, scope of work, stated terms and conditions and any subsequently agreed upon terms. Respondents who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the IFB cannot be modified without the express written approval of the Purchasing Manager or his designee.
10. **EXCEPTIONS, VARIANCES, AND ALTERNATES:** Respondents shall indicate any and all variances, exceptions, and alternates from the City of Powder Spring's requested specifications, terms, and conditions on a separate sheet entitled and clearly marked "Exceptions, Variances and Alternates." Providing there have been no variances, exceptions, and alternates attached to said bid, it shall be assumed that the Respondent is meeting all requirements of the specifications. Alternate bids may be considered at the sole discretion of the City of Powder Springs. If one Respondent offers an acceptable alternate, it could be re-quoted using the alternate specifications.

- 11. DISCLOSURE, CONFIDENTIALITY, AND PUBLIC INFORMATION:** Ownership rights of the City of Powder Springs to all response submissions and contents of all documents submitted may be subject to the Freedom of Information and Protection of Privacy Act and Regulations. Documents will not be disclosed unless a request is filed under the Freedom of Information or Protection of Privacy legislation and regulations. Subject to applicable law, any information that is “sensitive” to competitors or shows an extreme hardship shall be labeled as “Proprietary” and will not be disclosed to any third party, particularly a competitive Respondent.

The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in the City’s records or obtained from the City or from others in carrying out its functions under the contract shall be used by or disclosed by the Contractor, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the City.

- 13. COLLUSION:** All bids must contain a “Certificate of Non-Collusion” which must be signed by an authorized representative of the Respondent. This certificate is included with the bid package. Such person shall include his/her title, and if requested, shall supply verification of authority to bind the company in contract. Failure to sign and submit the certificate with the bid will result in rejection of the bid.

- 14. DELIVERY REQUIREMENTS:** It shall be the sole responsibility of the Respondent to have its bid delivered to the City of Powder Springs City Hall Receptionist for receipt on or before the above stated time and date for bid opening. The official time clock for dictating timely receipt of bids and for bid opening time shall be located at the City Hall Council Chambers area. All bids shall be electronically stamped with the time, date, and acceptor’s initials at the Receptionist’s desk. If the bid is sent by the U.S. Postal Service, the Respondent shall be responsible for its timely delivery to the Receptionist. Bids received after the date and/or time deadlines specified in the IFB will be returned unopened, upon request, and expense borne by the Respondent, with a cover letter from the Purchasing Manager explaining why the bid is being returned.

- 15. LEGAL NAME:** Bids shall clearly indicate the legal name of the firm, address, telephone, and email address of the respective Respondent (company, firm, partnership, individual, etc.) via a cover letter. The principal and duly authorized officer of the firm who has the authority to bind the Respondent to the submitted bid shall sign/initial the bids and cover letter in order to legally validate the intent of the Respondent. Failure to provide this shall result in a “Non-Compliant” status and result in the rejection of such bid.

- 16. IRREVOCABLE OFFER, MODIFICATIONS, AND ERRORS:** Any bid may be withdrawn up until the date and time dictated for the opening of the bid. Any bid not withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to the City of Powder Springs for the goods and/or services set forth in the attached specifications until one or more of the bids have been duly accepted by the City of Powder Springs.

Bid modifications shall be accepted from a Respondent only if received prior to the scheduled bid opening, in writing, properly signed (see Section 9 of Instructions to Respondents) by the authorized representative of the Respondent’s company, firm, partnership, or individual. **Telephone corrections are not acceptable.** Bid modifications shall be submitted and clearly marked “**BID MODIFICATIONS.**”

- 17. DISCUSSIONS AND NEGOTIATIONS:** The City reserves the right to conduct discussions with Respondents for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the bid in order to clarify an offer and assure full understanding

of, and responsiveness to, solicitation requirements. However, the City shall not be required under any circumstances to conduct such discussions.

The City reserves the right to reduce the scope of the IFB by negotiating with the most qualified, responsive, and responsible Respondent in the event that the bids received exceeds the budgeted funds. This method will be followed until terms are reached or all bids are rejected.

- 18. NOTICE OF ACCEPTANCE:** The City shall notify the successful Respondent of the City's acceptance of the bid by a Notice of Intent to Award, depositing an executed copy thereof in the U.S. Mail. The successful Respondent shall sign and file with the City, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract. Unsuccessful Respondents shall be notified by U.S. Mail.

The Contractor shall not commence any billable work or provide any material or service under the contract until Contractor is directed to do so, in writing, by the City.

- 19. BID RESULTS:** The name(s) of the successful Respondent(s) will be posted on the city's website at www.cityofpowdersprings.org upon issuance of a Notice of Intent to Award or upon final contract execution at the City's discretion.



Terms and Conditions

- 1. RESERVED RIGHTS:** The City reserves the right to accept or reject any or all bids, to waive irregularities, informalities, and technicalities, award the contract in the best interest of the City of Powder Springs or to request re-bid. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities or the scope of work to meet additional or reduced requirements of the City. *In no way will the City of Powder Springs be obligated to award contracts based solely on price or low bid.*

The bid of the most responsible and responsive Respondent shall be accepted, unless all bids are rejected. The most responsive Respondent shall mean the Respondent who makes the best bid to deliver Services of a quality which conforms closest to the quality of Services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the IFB. To be a responsible Respondent, the Respondent shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the Services required, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit that shall assure good faith performance. The City reserves the right to make such investigations, as it deems necessary to determine the ability of any Respondent to deliver the goods or service submitted. The City reserves all its rights and remedies at law. If a dispute does need legal resolution, it shall be held and decided solely pursuant to the laws of the State of Georgia and within a court of competent jurisdiction in Cobb County, Georgia.

The Respondent shall provide information to the City, when deemed necessary, to make a determination under this IFB or any resulting contract. Such information may include, but shall not be limited to, current financial statements; verification of availability of equipment and personnel; and past performance records.

- 2. DISQUALIFICATION OF BID:** The City reserves the right to disqualify responses that are incomplete, deceptive, frivolous, not signed, not initialed, and conditional or which do not comply with the requirements of this IFB. Responses that contain arithmetical errors, or do not comply with mandatory formats, or contain irregularities may also be rejected.
- 3. CONTRACT FORMS AND AMENDMENTS:** Any agreement, contract, notices, or purchase order resulting from the acceptance of a bid shall be on forms provided or approved by the City. Any erasures, delineations, or alterations are to be clear and initialed by the person signing.

The contract shall be modified only by a written contract amendment or other agreed upon written instrument properly executed by both parties. Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to terminate any resulting contract without or without cause and obtain like goods and/or services from another source.

- 4. TERMINATION OF CONTRACT:** The City shall exercise its right to early termination resulting from cancellation of funds, a change of priorities, or cancellation of a program with no right to appeal available to the Contractor. The City has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance. The contract may be terminated at any time by the City without cause upon five (5) days written notice thereof.

Further, the contract may be terminated for cause, upon five (5) days written notice to the other, by either the City or the Contractor for a failure of the other to both (a) perform substantially in accordance with the terms and conditions of the contract and (b) to initiate cure of such failure within five (5) days after being made aware of such failure by such notice. In addition to termination of the contract, if after the five (5) days specified herein,

the Contractor has failed to initiate a cure, the City may, at its option, make good such failures and deduct the cost thereof from the payment then or thereafter due to the Contractor. If the expense of correcting the failure is greater than the unpaid balance then or thereafter owing to the Contractor, if any, the Contractor shall also pay the difference thereof to the City.

- 5. CONTRACT DECISIONS:** Respondent acknowledges and agrees that due to the scheduling of City mayor and council meetings, that immediate execution of a written amendment may not be possible and that execution of said amendment may be delayed until the next regularly scheduled meeting of the mayor and council.
- 6. SUPERVENING CAUSES (FORCE MAJEURE/VIS MAJOR):**
- a. Neither the Contractor nor the City shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.
 - b. Upon the occurrence of a force majeure event, the non-performing party shall immediately notify the other party and the non-performing party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail, and such party continues to attempt to recommend performance or observance to the greatest extent possible without delay.
 - c. Notwithstanding any other provision of this Section, a force majeure event shall obligate and require Contractor to commence and successfully implement all of the services relating to disaster recovery set forth in Contractor's disaster recovery plan and within the time period delineated in such plan.
 - d. If a force majeure event causes a material failure or delay in the performance of any services for more than five (5) consecutive days, the City's procurement officer may, at its option, and in addition to any other rights the City may have, procure such services from an alternate source until Contractor is again able to provide such services, and Contractor shall be liable for all payments made and costs incurred by City's procurement officer required to obtain the services from an alternate source during such period.
 - e. If a force majeure event causes a material failure or delay in the performance of any services for more than thirty (30) consecutive days, City's procurement officer may, at its option, and in addition to any other rights, immediately terminate this Contract.
- 7. CODE OF ETHICS:** With respect to this bid, if any Respondent violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods and/or services for which the bid is submitted and shall be further disqualified from submitting any future bids to provide goods and/or services to the City.

If, in the City's sole opinion and based upon reasonable grounds, the City determines that the Respondent is interested in more than one bid for the same item/project, said determination will be considered sufficient cause for rejection of all bids in which the Respondent is interested. Submission of a bid when the Respondent intends to sublet the contract may also, at the City's discretion, be cause for rejection of the bid or cancellation of the contract.

The City may, by written notice to the Contractor or Respondent, terminate the contract or reject the bid if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or

given by the Respondent or Contractor or any agent or representative of the Respondent or Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the IFB or the contract. In the event the contract is terminated by the City or a bid rejected pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Respondent or Contractor the amount of the gratuity.

8. **ADVERTISING:** Contractor shall not advertise or publish information concerning the contract without prior written consent of the City's Manager.
9. **QUANTITIES:** Quantities listed in the specifications are based on individual anticipated purchases. The City of Powder Springs reserves the right to reduce the scope of the bid in the event that the bids received exceed the budgeted funds by negotiating with the most qualified, responsive, and responsible Respondent. This method will be followed until terms are reached or all bids are rejected.
10. **REGULATIONS, CODES, AND STANDARDS:** Respondents shall be authorized to transact business in the State of Georgia. The Respondents must assure compliance with and if selected as Contractor, comply with any and all applicable federal, state, and/or local laws, rules, regulations, codes and/or standards including, but not limited to, OSHA, EPA, LIFESAFETY, ANSI, ASTM, UA, and/or other requirements that apply to the goods and/or services to be provided.
11. **NON-DISCRIMINATION CLAUSE:** In connection with the performance of work under the awarded contract, the Bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, ancestry, or national origin. The Bidder shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, religion, ancestry, or national origin. Such action shall include, but not be limited to the following: lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In event of the Bidder's non-compliance with this non-discrimination clause, the contract may be cancelled or terminated by the City of Powder Springs. The Bidder may be declared, by the City of Powder Springs, ineligible for further contracts with the City of Powder Springs until satisfactory proof of intent to comply shall be made by the Bidder. The Bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.
12. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The City of Powder Springs, Georgia in accordance with the provisions of Title VI of The Civil Rights Act of 1964, as amended, (78 Stat. 252), 23CFR 200, and the Regulations of the Department of Commerce (15CFR, Part 8) issued pursuant to such Act, hereby notifies all Respondents that it shall affirmatively ensure that in any contract entered into, pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit bids in response to this IFB and shall not be discriminated against on the grounds of race, color, religion, sex, or national origin in consideration for an award.
13. **DRUG FREE WORKPLACE ACT:** The Contractor/Subcontractor shall certify that the provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia annotated, relating to the "Drug Free Workplace Act" have been complied with in full.
14. **REGISTRATION WITH A FEDERAL WORK AUTHORIZATION PROGRAM:** The terms and provisions of O.C.G.A. Section 13-10-91, Senate Bill 447, and the rules of the Georgia Department of Labor set forth at 300-10-1-.01 through 300-10-1-.09 regarding registration and participation with a federal work authorization program shall be applicable to the Contractor and any subcontractor. Before a bid for any such service is considered by a public

employer, the bid shall include a signed, notarized affidavit from the contractor attesting to the following: (a) The affiant has registered with and is authorized to use the federal work authorization program; (b) The user identification number and date of authorization for the affiant; and (c) The affiant is using and will continue to use the federal work authorization program throughout the contract period. Contractor/Subcontractor affidavits are located at the end of this document. Bid submitters must provide completed affidavit (s) attesting to the above criteria to have a proposal and/or bid considered by the City. **Failure to provide the affidavit (s) automatically disqualifies the proposal/bid.**

- 15. INDEMNIFICATION:** The Contractor, shall indemnify and save harmless the City, its officers, council members, agents, contractors, assigns, volunteers, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work/the Services hereunder by Contractor or its employees, agents, servants, associates, or subcontractors however such injuries or death or damage to property may be caused.

Contractor shall also indemnify, defend and hold harmless the City, its officers, council members, agents, contractors, assigns, volunteers, and employees from and against any and all claims, actions, damages, liabilities, and expenses, including reasonable attorneys' and other professional fees, arising out of any breach by Contractor of any representation, warranty, covenant, duty or obligation.

City shall not be liable to the Contractor or any subcontractor, of any tier, for any lost profits, special, incidental, punitive, exemplary or consequential damages, including but not limited to frustration of economic or business expectations, loss of profits, loss of capital, cost of substitute product(s), facilities or services, or down time cost, even if advised of the possibility of such damages, arising out of or resulting from City's performance or non-performance of City's obligations under the contract, or from City's termination or suspension of services under the contract, or for any other reason.

- 16. LIMITATIONS OF LIABILITY:** The City shall not be liable in contract or in tort (including negligence) to Contractor, subcontractors, or suppliers of Contractor, regardless of tier, for incidental or consequential damages arising out of or resulting from City's performance or nonperformance of its obligation under this IFB or the contract, or from City's termination or suspension of the services under the contract or the IFB.
- 17. W-9 FORMS:** The Contractor and any person or entity seeking payment under the contract from the City shall file a W-9 form with the City before payment is issued.
- 18. INSURANCE REQUIREMENTS:** The Contractor shall not commence work under the contract until it has obtained all the insurance required under this section and such insurance has been reviewed and approved by the City nor shall the Contractor allow any subcontractor, of any tier, to commence work on a subcontract until the applicable insurance has been obtained, reviewed and approved by the City.
- A. **Statutory Workers' Compensation Insurance.** The statutory limits as established by the General Assembly of the State of Georgia shall be met by Contractor and/or subcontractor. (**NOTE:** A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the contractor qualifies to pay its own workers' compensation claims.) The workers' compensation policy must include Coverage B- Employer's minimum liability limits of:
- Employers Liability:
Bodily Injury by Accident -\$500,000 each accident

Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$500,000 each employee

Excess liability coverage may be used in combination with the base policy to obtain these limits. The Contractor shall require all subcontractors, of any tier, performing work under the contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage. If a subcontractor fails to obtain adequate Worker's Compensation Insurance for the period set forth in the contract, an amount determined by the City sufficient to cover such liability will be deducted from the first payment to the Contractor, or, at the City's option, Contractor, and/or subcontractor may be terminated from the project.

- B. Commercial General Liability Insurance. The Contractor shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability, and contractual liability coverage covering bodily injury, property damage liability and personal injury. The policy or policies must be on an "occurrence" basis ("Claims Made" coverage is not acceptable) insuring personal injury and property damage against the hazards of Premises and Operations, Products and Completed Operations, Independent Contractor's and Contractual Liability (specifically covering the indemnity) and have the minimum limits of liability listed below. The Commercial General Liability policy shall also include contractual liability coverage. The Commercial General Liability policy purchased by the Contractor must be issued by a company authorized to conduct business in the State of Georgia or by a company acceptable to the State if the company is an alien insurer. The Commercial General Liability policy must include separate aggregate limits per project. Excess liability coverage may be used in combination with the base policy to obtain the following limits.

\$1,000,000 per Person
\$1,000,000 per Occurrence
\$1,000,000 per General Aggregate
➤ \$1,000,000 per Products/Completed Operations and Aggregate

- C. Auto Liability Insurance. The Contractor shall procure and maintain a Business Automobile Liability Policy with liability limits of not less than \$500,000 per person and \$500,000 per occurrence or a policy with a Combined Single Limit of not less than \$1,000,000 covering any owned, non-owned or hired autos. Excess liability coverage may be used in combination with the base policy to obtain these limits. The form of coverage must be as follows and/or cover the following areas:

➤ Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
➤ Additional Insured Endorsement
➤ Contractual Liability

- D. Umbrella Liability Insurance. Combined single Limit of Bodily Injury and Property Damage Liability. This policy shall be written on an Umbrella basis and shall follow the form of coverages as described in the policies above, except Worker's Compensation policy.

➤ \$1,000,000 per Occurrence
➤ \$1,000,000 per Annual Aggregate

- E. Professional Liability Insurance. For professional services the Contractor shall procure and maintain a Professional Liability Insurance (Errors and Omissions) Policy with liability limits of not less than \$2,000,000 (project/contract specific for the City) per aggregate, \$1,000,000 per claim, and a maximum deductible of \$50,000.

- F. The City (and any applicable Authority) must be shown as an additional insured on General Liability, Auto Liability, and Umbrella Liability policies and a copy of said certificates must be

provided to the City's designated representative prior to commencement of the work. Certificate Holder must read:

**The City of Powder Springs, Georgia
4484 Marietta St.
Powder Springs, GA 30127**

G. Required Bonds

The following bonds will be required by the City:

1. A **bid bond** (located at the end of these documents) satisfactory and payable to the City of Powder Springs in the amount equal to 5% of the bid price must be submitted with the bid. The bid bond shall be executed by a surety company, licensed to do business in the State of Georgia listed in the Department of the Treasury Circular 570, latest revision. **The Surety Company shall have an A.M. Best Company minimum rating of no less than A- or otherwise acceptable to the City.** No company, regardless of the size or financial rating, will be allowed to write its own bond. SUBSTITUTION OF CASHIER'S CHECK, CERTIFIED CHECK, OR CASH DEPOSIT (OR SUBSTITUTION OF IRREVOCABLE LETTER OF CREDIT FOR BID BOND AMOUNTS UP TO \$750,000) MAY, AT THE CITY'S SOLE DISCRETION, BE ACCEPTED.
 2. Upon contract awarding, a **Performance Bond and a Labor and Materials Payment Bond** satisfactory to the City each in the amount of 100% of the contract price will be required of contractor to guarantee delivery of the completed work and Services under the contract and payment for labor and materials. No company, regardless of size or financial rating, will be allowed to write its own bonds. **The Surety Company shall have an A.M. Best Company minimum rating of no less than A- or be otherwise acceptable to City.** The Bonds must be delivered to the City prior to City's execution of the Contract and must be accompanied by a letter stating the bonding company's current rating. In the event that the bonds are not timely presented or if the City deems the bonds unsatisfactory, the contract may be terminated or, at its option, City may require contractor to present acceptable bonds. SUBSTITUTION OF AN IRREVOCABLE LETTER OF CREDIT BY A BANK OR SAVINGS AND LOAN ASSOCIATION FOR A PERFORMANCE BOND UP TO AND INCLUDING \$750,000 MAY, AT CITY'S SOLE DISCRETION, BE ACCEPTABLE.
 3. The Bid Bond, the Performance, and Labor and Material Payment Bonds must be accompanied by a Certificate of Power of Attorney showing that the party who executed the bonds is authorized to do so by the surety company.
- H. The certificates evidencing the aforementioned listed required coverages shall provide that such coverages not be cancelled or reduced except by written notice to the contractor and City at least thirty (30) days prior to the effective date of such cancellation or material reduction in coverage.
- I. Any insurer providing coverage hereunder, except a Worker' Compensation carrier, must have an A.M. Best rating of no less than A- or be otherwise acceptable to City. Certain Workers' Compensation funds may be acceptable by the approval of the City Manager. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of no less than A- or be otherwise acceptable to the City.
- J. Any selected insurance company shall be licensed to do business by the Georgia Department of Insurance, unless otherwise accepted herein.

- K. Certificates of Insurance, and any subsequent renewals, must reference the specific bid/contract by project name and project/bid/contract number or have other identification acceptable to the City.
- L. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
- M. Contractor shall incorporate/require incorporation of a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor, of any tier, and shall require each and every subcontractor to comply with all such requirements. Contractor agrees that if for any reason a subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by contractor at Contractor's expense or such subcontractor shall be terminated at contractor's option.
- N. Neither the Contractor nor any subcontractor shall commence any work of any kind until all insurance requirements contained in this form have been complied with and until evidence of such compliance satisfactory to the City's designated representative as to form and content has been filed with the City designated representative. **The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made herein to a Certificate of Insurance or an approved substitute.** The Contractor shall provide to the City certified copies of the current policies required hereunder upon the City's request.
- O. The Contractor shall agree to waive all rights of subrogation against the City, the City Council, the Mayor, its officers, officials, employees, and volunteers from losses arising from the work performed by the Contractor for the City.
- P. The Contractor shall, upon request, make available to the City, through its records or records of its insurer, information regarding specific claims. Any loss run information available from the contractor or its insurer will be made available to the City upon City's request.
- Q. Compliance by the Contractor and all subcontractors, with the foregoing requirements as to carrying insurance, shall not relieve the Contractor and all subcontractors of responsibility and liability related to the liability provisions of the contract.
- R. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- S. The Contractor shall at a minimum apply risk management practices accepted by the Contractors' industry.



BID PROPOSAL FORM

DATE: 5/31/2016

Gentlemen:

1. BASE BID:

Pursuant to and in compliance with the Advertisement for Bids and the Specifications relating to:

PROJECT NAME: Macedonia Road at Tapp Middle School WLP 2016
BID NUMBER: IFB# 16-005

including Addenda (if any) _____, the undersigned, having become thoroughly familiar with terms and conditions of the specifications and with local conditions affecting the performance, progress and cost of the work that is to be completed, hereby proposes and agrees to fully perform the work within the ninety (90) days timeframe stated and in accordance with the specifications including furnishing any or all services, labor, materials, and equipment authorized by the City and to do all the work required to complete said work in accordance with the specifications for the following total sum:

Total Bid Costs \$ 101,622.03

2. TIME OF COMPLETION:

Bidder hereby agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) days of a date to be specified in a written order of the City (Notice to Proceed), and shall be finally completed within one hundred twenty (120) days of the specified date.

3. The Undersigned agrees that this bid may not be revoked or withdrawn after the time set for the opening of bids but will remain open for acceptance for a period of ninety (90) days following such time.

4. BID SECURITY:

Bid security in the amount of five percent (5%) of the base bid price is attached in the amount of 5% Dollars (\$ _____), which is to become the property of the City of Powder Springs in the event the contract and all required bonds are not executed within the time set forth, for the delay and additional cost caused the City.

The Undersigned agrees that upon receipt of the notice of acceptance of his bid (Notice of Award), he will, within ten (10) days from the Notice of Award, execute the formal contract and will deliver a surety bond for the faithful performance of the Contract and such other bonds and insurance as required by the specifications.

The Undersigned further agrees that if he fails or neglects to appear within the specified time to execute the contract of which this bid, the bid documents and the contract documents are a part, the Undersigned will be considered as having abandoned the contract, and the bid security bond accompanying this bid will be forfeited to the City by reason of such failure on the part of the Undersigned.

If awarded a contract, the Undersigned's surety will be _____.

UNIT BID PRICE PROPOSAL**PROJECT: MACEDONIA ROAD AT TAPP MIDDLE SCHOOL WLP 2016**

Description	Quantity	Unit Price	Bid Amount
6" Class 51 DIP	6 LF	\$ 25.93	\$ 155.58
8" Class 51 DIP	80 LF	\$ 35.98	\$ 2,878.40
12" Class 51 DIP	700 LF	\$ 58.06	\$ 41,062.00
6" water main abandonment	1 EA	\$ 298.58	\$ 298.58
8"x6" meter with 6" bypass (MFM Water Meter Installation with Bypass and OS&Y Valve each side, w/ Radio Read, and Precast Doghouse Meter Vault w/ 3'x3' aluminum cast in hatch, recessed Pad lockable)	1 EA	\$ 25,440. ⁰⁰	\$ 25,440. ⁰⁰
8" Ames Model 3000 Double Check Detector Valves w/ OS&Y Valve each side, w/ Radio Read, and Precast Doghouse Meter Vault w/ 3'x3' aluminum cast in hatch, recessed Pad lockable	1 EA	\$ 9,731.15	\$ 9,731.15
M&H 3 way 6" fire hydrant complete	1 EA	\$ 2,569.47	\$ 2,569.47
Change in direction (8" 45 degree bends)	2 EA	\$ 272.05	\$ 544.10 (544.10) CA
Change in direction (three 12" 45 degree bends, one 12"x12" Tee, one 12"x8" Tee, two 12"x6" tees)	7 EA	\$ 437.06	\$ 3,059.42
Line valves M&H (6")	2 EA	\$ 542.37	\$ 1,084.74
Line valves M&H (8")	1 EA	\$ 807.37	\$ 807.37
Line valves M&H (12")	1 EA	\$ 1,496.37	\$ 1,496.37
Reducer (8"x6")	1 EA	\$ 128.70	\$ 128.70
12" MJ Plug	1 EA	\$ 209.73	\$ 209.73
Solid Sleeve (6")	1 EA	\$ 129.82	\$ 129.82
Solid Sleeve (8")	1 EA	\$ 177.12	\$ 177.12
Solid Sleeve (12")	1 EA	\$ 256.33	\$ 256.33
Threaded Rod	275 LF	\$ 3.65	\$ 1,003.75
Chlorinate and flush water main	1 EA	\$ 250. ⁰⁰	\$ 250. ⁰⁰
Water main tie-in	2 EA	\$ 500. ⁰⁰	\$ 1,000. ⁰⁰
Traffic Control	1 EA	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
Landscaping and Grading	L.S.3000 SF	\$ 3,500. ⁰⁰	\$ 3,500. ⁰⁰
Asphalt/Concrete Saw cut	100 LF	\$ 1.00	\$ 100.00
Haul off Concrete/Asphalt	5 CY	\$ 20.00	\$ 100.00
Haul off Dirt	35 CY	\$ 20.00	\$ 700.00
Concrete Deadman	2	\$ 1,050. ⁰⁰	\$ 2,100. ⁰⁰
Sidewalk 4" thick	32 SF	\$ 7.95	\$ 254.40
24" GDOT type 2 curb/gutter	10 LF	\$ 15.00	\$ 150.00
Asphalt Driveway Replacement	140 SF	\$ 10.25	\$ 1,435. ⁰⁰

TOTAL PROJECT BID	\$ 101,622.03
--------------------------	---------------

Respectfully submitted,

Signature of Individual:

Chuck M. Ardito

Doing Business as/for:

Ardito Construction Company Inc.

Email Address:

Chuck.ardito@arditocnstruction.com

Business Address:

2216 Wakita Dr.

Phone Numbers (Office, Fax, Mobile)

Macedonia, Ga. 30060
(678) 618-0240



NON-COLLUSION AFFIDAVIT
OF BIDDER

State of Georgia) County of Cobb)

I, Charles M. Ardito, being first duly sworn, depose and say that; he/she is C.F.O. of Ardito Construction Co. Inc., the bidder that has submitted the attached bid;

He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid; Such bid is genuine and is not a collusive or sham bid; Neither said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other bidder, corporation, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, and/or conference with any other bidder, corporation, firm, or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Powder Springs or any other person interested in the proposed contract; and

The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Bidder: Ardito Construction Company Inc.

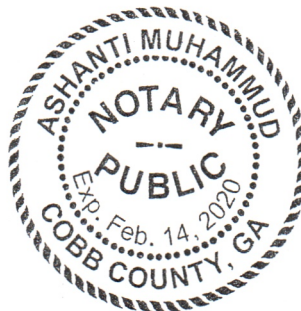
By: [Signature] Title: C.F.O.

Printed Name: Charles M. Ardito Date: 5/31/16

Subscribed and sworn to me this 31st day of MAY, 2016.

[Signature]
Notary Public

Commission expires: 2/14/2020





DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your organization:

500 or more employees

100 or more employees

Fewer than 100 employees

Organization Name: Ardito Construction Company Inc.

I certify that the above information is true and correct and that the classification noted is applicable for this project.

Signed: Charles M. Ardito

Printed: Charles M. Ardito

Title: C.F.O.

Date: 5/31/16



**GEORGIA SECURITY AND IMMIGRATION CONTRACTOR
AFFIDAVIT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10- 91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.

**GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to City of Powder Springs, Georgia, Purchasing & Inventory Control Department with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by the City of Powder Springs Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.



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 Powder Springs, Georgia, 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 Powder Springs, Georgia, 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 Powder Springs, Georgia, at the time the subcontractor(s) is retained to perform such service.

207943
EEV / Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent Date
(Contractor Name)

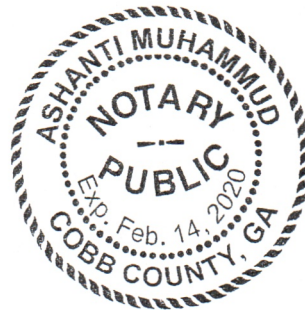
C.F.O.
Title of Authorized Officer or Agent of Contractor

Charles M. Ardito
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
31st DAY OF MAY, 2016

[Signature]
Notary Public
My Commission Expires:

2/14/2020



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



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 the Contractor, on behalf of the City of Powder Springs, Georgia, 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* User Identification 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 _____, 200_

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).**



BID SECURITY

**STATE OF GEORGIA
COUNTY OF COBB**

KNOW ALL MEN BY THESE PRESENTS, THAT WE Ardit Construction Company
Inc., (hereinafter called "Principal"), and

as Surety (hereinafter called "Surety") are held and firmly bound unto the City of Powder Springs (hereinafter called "Owner") in the sum of _____ Dollars and

cents (\$ 5%) lawful money of the United States of America, for payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal" has submitted a bid to the City of Powder Springs for:

IFB# 16-005 Macedonia Road at Tapp Middle School Water Line Project 2016

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or bid bond in the amount of not less than five (5) percent of the base bid be submitted with the base bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written contract with the City of Powder Springs and furnish a contract surety bond in the amount equal to one hundred percent (100%) of the contract sum for the performance of said Contract within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW THEREFORE, the conditions of this obligation are such that if the bid of the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written notice being given of such acceptance, enter into a written contract with the City of Powder Springs and furnish a Performance and Labor/Materials Payment Bond (**Contract Bond**) in the amount equal to one-hundred percent (100%) of the contract sum, satisfactory to the City of Powder Springs, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Powder Springs and the "Surety" herein agrees to pay said sum in good and lawful money of the United States of America, not as a penalty but as liquidated damages for failure thereto of said "Principal". This bond is given pursuant to and in accordance with the provisions of O.C.G.A Title 36-Chapter 91-Article 3 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said _____
 as "Principal" herein has caused these presents to be signed and sealed and the
 said _____ as "Surety" herein has
 caused these presents to be signed in its name by its _____
 under its corporate seal, this _____ day of _____, A.D., 20 _____.

ATTEST:

PRINCIPAL:

 BY: _____ (SEAL)

TITLE: _____

TITLE: _____

ATTEST:

SURETY:

BY: _____ (SEAL)
 (It's Attorney-in-Fact (Surety))

TITLE: _____

TITLE: _____

Georgia Resident Insurance Agent;
 License No. _____

NOTE: Power of Attorney showing authority of Attorney-In-Fact shall be attached.



ARDI503

OP ID: PE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2016

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 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 Worley, Schilling & Randall 146 N. Fairground St. Marietta, GA 30060 Benjamin G. Worley	Phone: 770-428-1565 Fax: 770-426-8601	CONTACT NAME: Phyllis Earwood PHONE (A/C, No, Ext): 678-819-5239 FAX (A/C, No): 678-604-8547 E-MAIL ADDRESS: phyllis@wsrinsurance.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Ardito Construction Co Inc 2216 Wakita Dr Marietta, GA 30060	INSURER A: BITCO General Insurance Co. NAIC # 20095	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

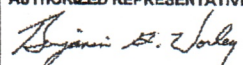
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	CLP3636878	05/01/2016	05/01/2017	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY		CAP3636877	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
A	UMBRELLA LIAB		CUP2809493	05/01/2016	05/01/2017	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE	\$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	WC3636876	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Contractors Equipment		CLP3636878	05/01/2016	05/01/2017	Rental Equip	100,000

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

The City of Powder Springs is included as an additional insured on the General Liability policy. Fax 770-943-8014

CERTIFICATE HOLDER**CANCELLATION**

POWD005 City of Powder Springs 3006 Springs Industrial Dr. Powder Springs, GA 30127	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 
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CNA SURETY

Bid Bond

Bond No. 71792081

CONTRACTOR:

(Name, legal status and address)
Ardito Construction Company, Inc.

Corporation

2216 Wakita Dr. S. E.
Marietta, GA 30060

OWNER:

(Name, legal status and address)
City of Powder Springs

Governmental Entity

P. O. Box 46
Powder Springs, GA 30073

BOND AMOUNT: Five Percent of Amount Bid
5.0% of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
Macedonia Road at Tapp MS WLP 2016 IFB-16-005

SURETY:

(Name, legal status and principal place
of business)

WESTERN SURETY COMPANY
South Dakota Corporation
333 South Wabash Avenue
41st Floor
Chicago, IL 60604

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.

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 31st day of May, 2016.

Amande Ardito
(Witness)

Ardito Construction Company, Inc.

(Principal)

(Seal)

Charles M. Ardito
(Title) Charles M. Ardito, CFO

WESTERN SURETY COMPANY

(Surety)

Phyllis O. Earwood
(Title) Phyllis O Earwood

Attorney-



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71792081

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Phyllis O Earwood

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Ardito Construction Company, Inc.

Obligee: City of Powder Springs

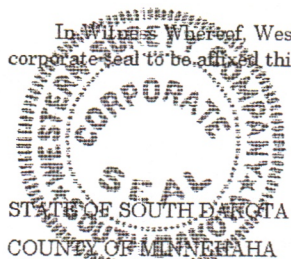
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of August 31, 2016, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 31st day of May, 2016.



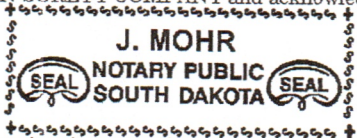
} ss

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 31st day of May, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 31st day of May, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

CNA SURETY

Performance Bond

Bond No. 71792088

CONTRACTOR:

(Name, legal status and address)

Ardito Construction Company, Inc.

Corporation

2216 Wakita Dr. S. E.

Marietta, GA 30060

OWNER:

(Name, legal status and address)

City of Powder Springs

Governmental Entity

P.O. Box 46

Powder Springs, GA 30073

CONSTRUCTION CONTRACT

Date:

Amount: One Hundred One Thousand Six Hundred Twenty-Two and 03/100
\$101,622.03

Description:

(Name and location)

Macedonia Road at Tapp MS WLP 2016 IFB-16-00-Water Line Project

SURETY:

(Name, legal status and principal place of business)

WESTERN SURETY COMPANY

South Dakota Corporation

333 South Wabash Avenue

41st Floor

Chicago, IL 60604

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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: June 6, 2016

(Not earlier than Construction Contract Date)

Amount: One Hundred One Thousand Six Hundred Twenty-Two and 03/100
\$101,622.03

Modifications to this Bond: None

See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Ardito Construction Company, Inc.

SURETY

Company:

WESTERN SURETY COMPANY



Signature: Charles M. Ardito

Name Charles M. Ardito, CFO.

and Title:

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

Signature: Phyllis O. Earwood

Name Phyllis O. Earwood

and Title:

Agent

Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Worley, Schilling & Randall, Inc.

146 N. Fairground St., N.E.

Marietta, GA 30060

(770) 428-1565

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted 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.

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71792088

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Phyllis O Earwood

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Ardito Construction Company, Inc.

Obligee: City of Powder Springs

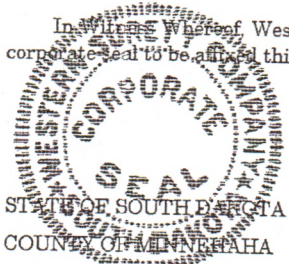
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of July 1, 2016, but until such time shall be irrevocable and in full force and effect.

In testimony whereof Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruffat, and its corporate seal to be affixed this 6th day of June, 2016.

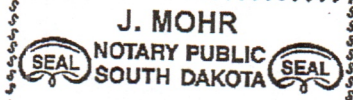


WESTERN SURETY COMPANY

Paul T. Bruffat

Paul T. Bruffat, Vice President

On this 6th day of June, in the year 2016, before me, a notary public, personally appeared Paul T. Bruffat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 6th day of June, 2016.

WESTERN SURETY COMPANY

Paul T. Bruffat

Paul T. Bruffat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

CNA SURETY

Payment Bond

Bond No. 71792088

CONTRACTOR:

(Name, legal status and address)

Ardito Construction Company, Inc.
Corporation

2216 Wakita Dr. S. E.
Marietta, GA 30060

OWNER:

(Name, legal status and address)

City of Powder Springs

Governmental Entity

P.O. Box 46
Powder Springs, GA 30073

CONSTRUCTION CONTRACT

Date:

Amount: One Hundred One Thousand Six Hundred Twenty-Two and 03/100
\$101,622.03

Description:

(Name and location)

Macedonia Road at Tapp MS WLP 2016 IFB-16-00-Water Line Project

SURETY:

(Name, legal status and principal place of business)

WESTERN SURETY COMPANY
South Dakota Corporation
333 South Wabash Avenue
41st Floor
Chicago, IL 60604

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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: June 6, 2016

(Not earlier than Construction Contract Date)

Amount: One Hundred One Thousand Six Hundred Twenty-Two and 03/100
\$101,622.03

Modifications to this Bond: None

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Ardito Construction Company, Inc.

Signature: Charles M. Ardito

Name Charles M. Ardito, C.F.O.
and Title:

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

SURETY

Company:

WESTERN SURETY COMPANY

Signature: Phyllis O. Earwood

Name Phyllis O. Earwood
and Title: Agent

Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Worley, Schilling & Randall, Inc.
146 N. Fairground St., N.E.
Marietta, GA 30060
(770) 428-1565

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address

Address

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71792088

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Phyllis O Earwood

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Ardito Construction Company, Inc.

Obligee: City of Powder Springs

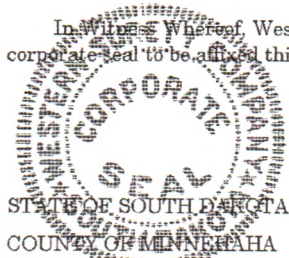
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of July 1, 2016, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 6th day of June, 2016.

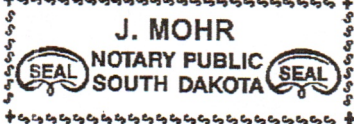


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 6th day of June, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 6th day of June, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71792088

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its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Ardito Construction Company, Inc.

Obligee: City of Powder Springs Public Works Department

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

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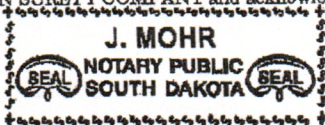


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

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WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

GENERAL PURPOSE RIDER

TO BE ATTACHED to and form part of Bond Number 71792088 issued by the
WESTERN SURETY COMPANY, as

Surety, on behalf of Ardito Construction Company, Inc. of
2216 Wakita Dr. S. E., Marietta, GA 30060, hereinafter referred
to as the Principal and in favor of Powder Springs Public Works Department
of 3006 Springs Industrial Rd., Powder Springs, GA 30127, hereinafter
referred to as the Oblgee, in the sum of One Hundred One Thousand Six Hundred Twenty-Two and
03/100
Dollars (\$101,622.03), effective the 6th day of June, 2016.

NOW, THEREFORE, it is agreed that the description has been changed to read:
Macedonia Road at Tapp MS WLP 2016 IFB-16-005-Water Line Project

IT IS FURTHER AGREED that all other terms and conditions of this bond shall remain unchanged.

THIS RIDER IS TO BE EFFECTIVE the 15th day of June, 2016.

SIGNED, SEALED AND DATED this 15th day of June, 2016.

Accepted By:

Powder Springs Public Works
Department

By: _____

Ardito Construction Company, Inc.
(Principal)

By: Chad M. Otter (Seal)

WESTERN SURETY COMPANY
(Surety)

By: Paul T. Bruflat (Seal)
Paul T. Bruflat, Vice President, Attorney-in-Fact

