

**Candler County Board of Commissioners**  
**Monday, September 9, 2024**  
**5:00 p.m.**

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The following is a summary of the subjects acted on during the Monday, September 9, 2024 meeting (Summary of an open meeting in compliance with O.C.G.A. §50-14-1 (2)).

Chairman Glyn Thrift presided with Vice-Chairman Blake Hendrix, Commissioners Gregory Thomas, Jonathan Williamson and David Robinson in attendance. Also attending were County Administrator, Bryan Aasheim; Deputy County Clerk, Clara Frink; County Assistant Attorney, Cindy Delgado. County Clerk, Kellie Lank attended remotely. Jerri Goodman represented The Metter Advertiser.

The following guests were present at the meeting: Chairman-elect, Brad Jones; Candler County Extension Coordinator/4-H Youth Development Agent, Susannah Lanier; accompanied Jr 4H Board President, Jaxson Douglas; Metter-Candler Recreation Department Director, Mike Robins; Jason Douglas, Metter Fire Chief; Xavier Winkler, Candler County EMS Director; Candler County Public Works Superintendent, Jerry Lanier; Candler County Landfill Manager, Robert Lanier; Candler County Industrial Development Authority Chairman, Dustin Durden; Tim Spencer, Ann Childs, Chris Billingsley, Tre' Ross, Jimmy and Michelle Millsaps,

**1. Call to Order, Regular Meeting, Candler County Board of Commissioners**

Chairman Thrift called the meeting to order at 5:00 p.m.

**2. Invocation and *Pledge of Allegiance* –**

Chairman Thrift called on Candler County 2024-2025 4H Junior Board President, Jaxson Douglas, to deliver the invocation and lead the *Pledge of Allegiance*.

**3. Approval of Agenda**

Mr. Aasheim requested the agenda be amended to add the following items:

**5. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.***

- a. Jimmy Millsaps – Tobacco Road

**10. New Business**

- f. Consideration of a recommendation from the Candler County Grand Jury to increase the daily jury service stipend for grand jury and traverse jury to \$35 per day – to be added
- g. Consideration of an amendment to the memorandum of understanding (MOU) between the Candler County Industrial Authority, Doowon Climate Control America, Inc., and other governmental jurisdictions of Candler County, Georgia, as executed by the Board of Commissioners on February 5, 2024; to modify the required capital investment and bond amounts – to be added
- h. Consideration of a contract between the Candler County Board of Commissioners and Sikes Brothers, Inc. for the 2023 E Hiawatha St. paving project (TIA2: HG-Candle-001/PI-0018461, EMC: 23-2035), at a total contract price of \$1,179,238.65 – to be added

Commissioner Robinson made a motion to amend the agenda as Administrator Aasheim requested. Commissioner Thomas provided a second. The motion carried 4-0.

#### 4. Department Reports

- a. **Recreation – Mike Robins, Recreation Dept. Director**
  - i. 279 children register for Fall Sports
  - ii. Code of Conduct signs have been installed
  - iii. Interviewed two people for maintenance position
- b. **Metter Fire Department – Jason Douglas, Metter Fire Chief**
  - i. Presented the August 2024 fire response report. (Exhibit A)
  - ii. Spoke of assisting the Air-med helicopter for fly-outs from the hospital.
- c. **EMS – Xavier Winkler, EMS Director**
  - i. Presented the August 2024 trip report. (Exhibit B)
  - ii. The power loader was installed in M5
- d. **Roads & Bridges – Jerry Lanier, Public Works Superintendent**
  - i. Working on grading and ditching dirt roads
  - ii. Mac Wac Road resurfacing is moving along
  - iii. Current roads closed are Mac Wac and Tobacco Road
- e. **Solid Waste – Robert Hendrix, Landfill Manager**
  - i. Engineer is working on remaining capacity report
- f. **Sheriff's Office – Monthly Statistics Report**
- g. **Tax Assessor's Office – Monthly Permits Report**

#### 5. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*

##### a. Jimmy Millsaps – Tobacco Road

Mr. Jimmy Millsaps approached the Board to speak on the road erosion on Tobacco Road that he says has been progressing over the years. The road is currently impassable. Requests that the County not abandon this road before it is repaired.

Attorney Delgado requested Administrator Aasheim display this road on the screen so that she could verify that no property owners would be landlocked or negatively impacted.

#### 6. Application for Commission approval, permit or variance

There were no applications presented for consideration.

#### 7. Financial Report – August 2024

Administrator Aasheim stated the financial report will be delayed due to an update with Queensborough National Bank's software system and the bank statement being delayed.

#### 8. Approval of the Minutes

- a. August 19, 2024 2<sup>nd</sup> Regular Meeting
- b. August 20, 2024 3<sup>rd</sup> Public Listening Session-Zoning
- c. August 21, 2024 at 8:00 a.m. 1<sup>st</sup> Public Hearing-2024 Millage Rate
- d. August 21, 2024 at 6:00 p.m. 2<sup>nd</sup> Public Hearing -2024 Millage Rate

Vice-Chairman Hendrix made a motion to approve the minutes as presented. Commissioner Thomas provided a second. The motion carried 5-0.

## 9. Old Business

### a. Discussion regarding the proposed Candler County Zoning Ordinance

Administrator Aasheim recapped on the third Public Hearing held on August 20, 2024 with the Candler County Board of Commissioners and Candler County Planning and Zoning Board. There were a few speakers. The most recent proposed zoning ordinance draft has been available to the public since July 1, 2024. Administrator Aasheim requested guidance on setting a date to approve the Zoning Ordinance for Candler County. After a brief discussion, the consensus of the Board was to place this item on the September 23, 2024 agenda.

Chairman Thrift made a motion to set September 23, 2024 as the date the Commissioners will vote on the Candler County Zoning Ordinance. Vice-Chairman Hendrix provided a second. The motion carried 5-0.

Administrator Aasheim stated there will be other items for approval that work in conjunction with the proposed zoning ordinance. He asked that the Board approve those items also for the September 23, 2024 meeting.

## 10. New Business

### a. Consideration of a resolution to levy a gross millage rate of 14.9978 mills with a LOST rollback of 2.7038 mills, resulting in a net maintenance and operation millage rate of 12.294 mills; and, to levy an additional net millage rate of one (1) mill in all districts for the purpose of supporting the Candler County Hospital

Administrator Aasheim provided the Board with a copy of the resolution to levy an ad valorem tax, the 5-year history of levy and the notice of property tax increase; all required public hearing have been held and received no comment from the public. He then stated the Board is in a stage where the Commission can adopt a resolution to levy the mileage rate. The Candler County Board of Education are schedule to adopt their mileage rate on September 19, 2024 at 5:00 p.m. The Commissions will have an agenda item to ratify the Board of Education's mileage rate on September 23, 2024, and at that point the 2024 Tax Digest documents can be turned over to Candler County Tax Commissioner. Funds for the Hospital 1 mil levy will continue to be collected and held in the restricted account until the Commission directs for those funds to be disbursed to the Candler County Hospital Authority.

Commissioner Robinson made a motion to adopt a resolution to levy a gross millage rate of 14.9978 mills with a LOST rollback of 2.7038 mills, resulting in a net maintenance and operation millage rate of 12.294 mills; and, to levy an additional net millage rate of one (1) mill in all districts for the purpose of supporting the Candler County Hospital. Commissioner Thomas provided a second. The motion carried 5-0.(Exhibit C)

### b. Consideration of a renewal of an agreement between the Georgia Crime Information Center (GCIC) and the Candler County Board of Commissioners for Non-Criminal Justice use of GCIC system information for pre-screening of alcoholic beverage licenses

Administrator Aasheim requested the Commission sign an agreement between the Georgia Crime Information Center (GCIC) and the Candler County Board of Commissioners for Non-Criminal Justice use of GCIC system information for pre-screening of alcoholic beverage licenses.

Vice-Chairman Hendrix made a motion to approve the agreement between the Georgia Crime Information Center (GCIC) and the Candler County Board of Commissioners for Non-Criminal Justice use of GCIC system information for pre-screening of alcoholic beverage licenses. Commissioner Thomas provided a second. The motion carried 5-0. (Exhibit D)

**c. Consideration of an annual periodic maintenance agreement with Yancey/CAT for a 420 IT ES Backhoe for 12 months/1,000 hours at 500-hour service intervals (current hours 2,840) at anticipated annual (2 X service) costs of \$4,836.13**

Administrator Aasheim requested the Commission consider approval of an annual periodic maintenance agreement with Yancey/CAT for a 420 IT ES Backhoe for 12 months/1,000 hours at 500-hour service intervals (current hours 2,840) at anticipated annual (2 X service) costs of \$4,836.13.

Vice-Chairman Hendrix made a motion to approve the annual periodic maintenance agreement with Yancey/CAT for a 420 IT ES Backhoe for 12 months/1,000 hours at 500-hour service intervals (current hours 2,840) at anticipated annual (2 X service) costs of \$4,836.13. Commissioner Williamson provided a second. The motion carried 5-0. (Exhibit E)

**d. Consideration of a 2024 AirMedCare Network (AMCN) Agreement and a Fly-U-Home (FUH) Agreement between the Candler County Board of Commissioners and AirMedEvac for provision of membership opportunities for county employees**

Administrator Aasheim presented a 2024 AirMedCare Network (AMCN) Agreement and a Fly-U-Home (FUH) Agreement between the Candler County Board of Commissioners and AirMedEvac for provision of membership opportunities for county employees. This is provided to the county employees as a payroll deduction.

Commissioner Thomas made a motion to approve the 2024 AirMedCare Network (AMCN) Agreement and a Fly-U-Home (FUH) Agreement between the Candler County Board of Commissioners and AirMedEvac for provision of membership opportunities for county employees. Vice-Chairman Hendrix provided a second. The motion carried 5-0. (Exhibit F)

**e. Consideration of responses to the 2024 request for proposals for county facility cleaning services**

Administrator Aasheim presented a package of the responses to the 2024 request for proposals for county facility cleaning services that included the bid tabulations for the thirteen respondents. The lower bidders were:

- Chosen First Cleaning Service - \$44,443.68
- American Facility Services - \$35,302.08
- Clean by Lucy - \$50,976.00
- Supreme Clean by Marcia - \$21,960.00
- Bid Tabulations (Exhibit G)

Vice-Chairman Hendrix made a motion to accept Supreme Clean by Marcia's bid for \$21,960.00. Commissioner Thomas provided a second. The motion carried 5-0.

**f. Consideration of a recommendation from the Candler County Grand Jury to increase the daily jury service stipend for grand jury and traverse jury to \$35 per day**

Administrator Aasheim presented the request from the Candler County Grand Jury. He explained the FY25 budget will need to be increased to accommodate this request.

Commissioner Thomas made a motion to approve the recommendation from the Candler County Grand Jury to increase the daily jury service stipend for grand jury and traverse jury to \$35 per day. Vice-Chairman Hendrix provided a second. The motion carried 5-0.

- g. Consideration of an amendment to the memorandum of understanding (MOU) between the Candler County Industrial Authority, Doowon Climate Control America, Inc., and other governmental jurisdictions of Candler County, Georgia, as executed by the Board of Commissioners on February 5, 2024; to modify the required capital investment and bond amounts**

Industrial Development Authority Chairman, Dustin Durden, approached the Commission to request them consider an amendment to the memorandum of understanding (MOU) between the Candler County Industrial Authority, Doowon Climate Control America, Inc., and other governmental jurisdictions of Candler County, Georgia, as executed by the Board of Commissioners on February 5, 2024; to modify the required capital investment and bond amounts. He elaborated on the expansion of the scope of work DooWon is a positive improvement on the piece of property adjacent to the Pepsi Cola Plant at the Industrial Park. He then gave a timeline of the project coming to fruition.

Vice-Chairman Hendrix made a motion to acknowledge and agree to the amendment to the memorandum of understanding (MOU) between the Candler County Industrial Authority, Doowon Climate Control America, Inc., and other governmental jurisdictions of Candler County, Georgia, as executed by the Board of Commissioners on February 5, 2024; to modify the required capital investment and bond amounts. Commissioner Thomas provided a second. The motion carried 5-0. (Exhibit H)

- h. Consideration of a contract between the Candler County Board of Commissioners and Sikes Brothers, Inc. for the 2023 E Hiawatha St. paving project (TIA2: HG-Candle-001/PI-0018461, EMC: 23-2035), at a total contract price of \$1,179,238.65**

Administrator Aasheim presented a contract between the Candler County Board of Commissioners and Sikes Brothers, Inc. for the 2023 E Hiawatha St. paving project (TIA2: HG-Candle-001/PI-0018461, EMC: 23-2035), at a total contract price of \$1,179,238.65. He explained this project like the other TSPLOST project is completely reimbursable by GDOT. The resurfacing of the western end of East Hiawatha from the Sheriff's Office to Hwy 46 as well as the utility relocation expenses are included in the contract amount.

Commissioner Thomas made a motion to approve the contract between the Candler County Board of Commissioners and Sikes Brothers, Inc. for the 2023 E Hiawatha St. paving project (TIA2: HG-Candle-001/PI-0018461, EMC: 23-2035), at a total contract price of \$1,179,238.65. Commissioner Robinson provided a second. The motion carried 5-0. (Exhibit I)

#### **11. Report from the Chairman**

Chairman Thrift had nothing to report for this meeting.

#### **12. Report from County Administrator**

Administrator Aasheim reported there are moving parts on the Jail Project. He thanked the Board of Commissioners for the approval of the 2024 Mileage Rate. He mentioned having a future discussion on a funding source for the employee inflation pay stipend that had previously been provided for from ARPA Funds. He also thanked the Commissioners for being conservative with the ARPA funds. He thanked the Roads, Sheriff's and EMS during the storm and doing a good job with the resources they have. No assistance from FEMA/GEMA from Tropical Storm Debby. He concluded with a request for executive session to discuss personnel.

#### **13. Report from the County Attorney**

Attorney Delgado had nothing to report at this meeting.

**14. Report from the Commissioners-**

**Gregory Thomas (District 1)** Commissioner Thomas, stated everything is good in District 1.

**Jonathan Williamson (District 2)** Commissioner Williamson, stated everything is good in District 2.

**David Robinson (District 3)** Commissioner Robinson, stated everything is good in District 3.

**Vice-Chairman Blake Hendrix (District 4)** Vice-Chairman Hendrix, stated he, Superintendent Lanier and Administrator Aasheim will visit the Ollifftown area tomorrow to evaluate some issues on Victoria Road.

**15. Executive Session**

Commissioner Robinson moved to exit into Executive Session to discuss personnel at 6:00 p.m. Commissioner Williamson provided a second to the motion. The motion carried 5-0.

Vice-Chairman Hendrix moved to exit Executive Session and reconvene the regular meeting at 6:21 p.m. Commissioner Williamson provided a second to the motion. The motion carried 5-0.

Commissioner Thomas moved to authorize the signing of the *Closed Meeting Affidavit* certifying that executive session was for personnel and real estate acquisition. Commissioner Robinson provided the second to the motion. The motion carried 5-0.

**16. Adjournment-**

Commissioner Williamson moved to adjourn the meeting at 6:23 p.m. Commissioner Thomas provided the second to the motion. The motion passed 5-0.

*Maranda K. Lank*

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Kellie Lank, County Clerk  
Attest

BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA

AGENDA

REGULAR MEETING

5:00 P.M.

September 9, 2024

1. Call to Order
2. Invocation and *Pledge of Allegiance*, Candler County 2024-2025 4H Junior Board President, Jaxson Douglas
3. Approval of Agenda
4. Department Reports
  - a. Metter Fire Department – Jason Douglas, Metter Fire Chief
  - b. EMS – Xavier Winkler, EMS Director
  - c. Roads & Bridges – Jerry Lanier, Public Works Superintendent
  - d. Solid Waste – Robert Hendrix, Landfill Manager
  - e. Recreation – Mike Robins, Recreation Dept. Director
  - f. Sheriff's Office – Monthly Statistics Report
  - g. Tax Assessor's Office – Monthly Permits Report
5. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
6. Application for Commission approval, permit, or variance –
7. Financial Report – August 2024
8. Approval of Minutes –
  - a. August 19, 2024 2<sup>nd</sup> Regular Meeting
  - b. August 20, 2024 3<sup>rd</sup> Public Listening Session-Zoning
  - c. August 21, 2024 at 8:00 a.m. 1<sup>st</sup> Public Hearing-2024 Millage Rate
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  - a. Discussion regarding the proposed Candler County Zoning Ordinance
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BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA

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11. Report from Chairman

12. Report from County Administrator

13. Report from Attorney

14. Reports from Commissioners

15. Executive Session

16. Adjournment



# BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift  
Chairman

Bryan Aasheim  
County Administrator

Blake Hendrix  
Vice-Chairman

Gregory Thomas  
Commissioner

Jonathan Williamson  
Commissioner

David Robinson  
Commissioner

## CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF CANDLER

### AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Glyn Thrift, Chairman of the Board of Commissioners of Candler County, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

1.  
The Board of Commissioners of Candler County met in a duly advertised meeting on September 9, 2024

2.  
During such meeting, the Board voted to go into closed session.

3.  
The executive session was called to order at 6:00 p.m.

4.  
The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

\_\_\_\_\_ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);

\_\_\_\_\_ Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

\_\_\_\_\_ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

\_\_\_\_\_ Other

This 9<sup>th</sup> day of September 2024.

Sworn to and subscribed before me  
This 9<sup>th</sup> day of September 2024.



  
Glyn Thrift, Chairman  
Board of Commissioners of Candler County

  
Notary Public

1075 EAST HIAWATHA STREET, SUITE A, METTER, GEORGIA 30439  
(912) 685-2835 FAX (912) 685-4823

# Exhibit A

## Metter Fire Rescue Response List

Aug-24

### Call Type and Jurisdiction

Aug-24

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	1	2	0	0	3	8	3	0	7	2	26
County	0	0	0	4	1	4	0	0	2	4	2	17
Total	0	1	2	4	1	7	8	3	2	11	4	

Total Calls	43
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Total 44 ==1 Mutual aid to Emanuel County

Aug-23

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	0	2	0	1	4	5	1	0	3	1	17
County	0	0	4	3	0	5	0	0	0	3	6	21
Total	0	0	6	3	1	9	5	1	0	6	7	

Total Calls	38
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Exhibit B

**AUGUST 2024 Candler Co EMS End of the Month Report**

<b>Scene to CCH</b>	<b>79</b>
<b>Scene to EGRMC</b>	<b>23</b>
<b>Scene to Meadows</b>	<b>2</b>
<b>Scene to Memorial</b>	<b>1</b>
<b>Scene to Air</b>	<b>1</b>
<b>Refusal/Lift Assist</b>	<b>8</b>
<b>Refusals</b>	<b>39</b>
<b>Mutual Aid</b>	<b>2</b>

<b>CCH to MUMC</b>	<b>10</b>
<b>CCH to WellStar MCG</b>	<b>6</b>
<b>CCH to Doctor's</b>	<b>1</b>
<b>CCH to EGRMC</b>	<b>10</b>
<b>CCH to Meadows</b>	<b>1</b>
<b>CCH to Nursing home</b>	<b>5</b>

<b>Coroner Call</b>	<b>1</b>
<b>Cancelled Call</b>	<b>5</b>
<b>DOA/Turned over to Hospice</b>	<b>1</b>
<b>Fire Standby</b>	<b>1</b>
<b>Ems Not Needed</b>	<b>1</b>
<b>Res to Hospice House</b>	<b>1</b>
<b>DOA at Nursing Home</b>	<b>1</b>
<b>Total</b>	<b>199</b>

**CANDLER COUNTY EMS  
MONTHLY TRIPS REPORT**

EMS TRANSPORTS	24-Jan	% of Total	24-Feb	% of Total	24-Mar	% of Total	24-Apr	% of Total	24-May	% of Total	24-Jun	% of Total	24-Jul	% of Total	24-Aug	% of Total	24-Sep	% of Total	24-Oct	% of Total	24-Nov	% of Total	24-Dec	% of Total	TOTALS	TOTAL BY %
SCENE TO CCH	78	52%	67	52%	69	44%	58	46%	58	44%	62	51%	65	45%	79	51%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	536	49%
SCENE TO EGRMC	25	17%	16	13%	25	16%	28	22%	27	20%	20	17%	19	13%	23	15%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	183	17%
SCENE TO MEADOWS	2	1%	2	2%	0	0%	0	0%	3	2%	2	2%	2	1%	2	1%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	13	1%
SCENE TO EVANS	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0%
SCENE TO DOCTORS	0	0%	0	0%	1	1%	0	0%	0	0%	0	0%	0	0%	0	0%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	1	0%
SCENE TO EMANUEL	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0%
SCENE TO MEMORIAL	0	0%	0	0%	0	0%	2	2%	0	0%	0	0%	0	0%	1	1%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	3	0%
SCENE TO CANDLER-SAV	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0%
SCENE TO TATTNALL	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0%
SCENE TO ST JOSEPH	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	1	1%	0	0%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	1	0%
SCENE TO AIR	1	1%	4	3%	1	1%	3	2%	0	0%	0	0%	1	1%	1	1%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	11	1%
REFUSAL/LIFT	17	11%	7	5%	13	8%	3	2%	9	7%	9	7%	15	10%	8	5%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	66	6%
REFUSAL	27	18%	30	23%	44	28%	32	25%	36	27%	26	21%	40	28%	39	25%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	274	25%
MUTUAL AID	0	0%	2	2%	3	2%	0	0%	0	0%	2	2%	0	0%	2	1%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	9	1%
<b>TOTAL CALLS TO SCENE</b>	<b>150</b>		<b>128</b>		<b>156</b>		<b>126</b>		<b>133</b>		<b>121</b>		<b>143</b>		<b>155</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>1097</b>	
CCH TO CANDLER DIALYSIS	0		0		0		0		1		0		0		0			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	1	
CCH TO MEMORIAL	19	38%	9	24%	10	20%	10	21%	2	5%	14	31%	9	25%	10	30%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	83	25%
CCH TO CANDLER	0	0%	1	3%	1	2%	2	4%	0	0%	1	2%	1	3%	0	0%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	6	2%
CCH TO FAIR VIEW	1	2%	0	0%	1	2%	0	0%	1	3%	0	0%	0	0%	0	0%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	3	1%
CCH TO ST JOSEPH	0	0%	1	3%	3	6%	2	4%	1	3%	0	0%	1	3%	0	0%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	8	2%
CCH TO WELLSTAR MCG	3	6%	5	14%	5	10%	7	15%	6	15%	4	9%	1	3%	6	18%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	37	11%
CCH TO PEIDMONT AUGUSTA	0	0%	0	0%	0	0%	1	2%	0	0%	0	0%	0	0%	0	0%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	1	0%
CCH TO DOCTORS	1	2%	0	0%	2	4%	3	6%	2	5%	2	4%	3	8%	1	3%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	14	4%
CCH TO EGRMC	11	22%	12	32%	16	33%	11	23%	15	38%	21	47%	15	42%	10	30%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	111	33%
CCH TO MEADOWS	1	2%	0	0%	4	8%	0	0%	2	5%	0	0%	0	0%	1	3%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	8	2%
CCH TO COLISEUM	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0%
CCH TO EVANS MEMORIAL	0	0%	0	0%	0	0%	0	0%	1	3%	0	0%	0	0%	0	0%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	1	0%
CCH TO NURSING HOME	11	22%	7	19%	7	14%	11	23%	9	23%	3	7%	6	17%	5	15%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	59	17%
CCH TO HOSPICE HOUSE	3	6%	2	5%	0	0%	1	2%	0	0%	0	0%	0	0%	0	0%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	6	2%
<b>TOTAL TRANSFER CALLS</b>	<b>50</b>		<b>37</b>		<b>49</b>		<b>48</b>		<b>40</b>		<b>45</b>		<b>36</b>		<b>33</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>338</b>	
CORONER CALL	2	15%	2	29%	1	17%	2	20%	1	7%	2	13%	1	6%	1	9%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	12	13%
CANCELLED CALL	4	31%	0	0%	4	67%	3	30%	6	40%	4	25%	9	53%	5	45%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	35	37%
NO PT CONTACT	2	15%	1	14%	1	17%	1	10%	0	0%	1	6%	0	0%	0	0%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	6	6%
DOA/TURNED OVER TO HOSPICE	0	0%	1	14%	0	0%	0	0%	0	0%	0	0%	0	0%	1	9%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2	2%
FIRE STANDBY	1	8%	0	0%	0	0%	1	10%	2	13%	3	19%	2	12%	1	9%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	10	11%
EMS NOT NEEDED	3	23%	3	43%	0	0%	2	20%	6	40%	4	25%	5	29%	1	9%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	24	25%
RES TO HOSPICE HOUSE	1	8%	0	0%	0	0%	1	10%	0	0%	1	6%	0	0%	1	9%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	4	4%
DOA AT NURSING HOME	0	0%	0	0%	0	0%	0	0%	0	0%	1	6%	0	0%	1	9%		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2	2%
<b>TOTAL OTHER CALLS</b>	<b>13</b>		<b>7</b>		<b>6</b>		<b>10</b>		<b>15</b>		<b>16</b>		<b>17</b>		<b>11</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>95</b>	
<b>TOTAL MONTHLY EMS CALLS</b>	<b>213</b>		<b>172</b>		<b>211</b>		<b>184</b>		<b>188</b>		<b>182</b>		<b>196</b>		<b>199</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>1530</b>	

Exhibit C

State of Georgia

Candler County

RESOLUTION TO LEVY AD VALOREM TAXES FOR 2024

WHEREAS, the Candler County Board of Commissioners is the authority charged with the responsibility to levy ad valorem taxes to carry out the governing authority's purposes for the required Maintenance and operations of the County; and,

WHEREAS, the Candler County Board of Commissioners have adopted a budget for the current fiscal year requiring imposition of ad valorem taxes in a sufficient amount to provide the necessary maintenance and operational needs of the County; and,

WHEREAS, the Candler County Board of Commissioners did cause to be published the Current Tax Digest and Five-Year History of Levy as required by the O.C.G.A. § 48-5-32; and,

WHEREAS, the Candler County Board of Commissioners did advertise a tax increase for the incorporated and unincorporated tax districts and did hold the public hearings as required; and,

WHEREAS, the Net Countywide Digest totals \$362,824,488 in value for all categories of real and personal property; therefore,

The Candler County Board of Commissioners does hereby order to be levied against that digest value at Gross Millage Rate 14.9978 in all tax districts; and,


Per the O.C.G.A. § 48.8-91 the County is required to calculate a countywide rollback based on the Local Option Sales Tax Proceeds of \$980,996.85 such rollback being equal to 2.7038 Mills; and,

WHEREAS, the Insurance Premium Tax Proceeds of \$556,114.17 has been used in its entirety to fund services in the unincorporated area of the County pursuant to O.C.G.A. § 33-8-3; therefore,

The Candler County Board of Commissioners, in a regular meeting held on September 9, 2024, does hereby order to be levied against the Net Candler County Tax Digest of \$362,824,488 a Net Millage rate, after rollback, of 12.294 Mills in all tax districts for Maintenance and Operational purposes; and,

The Candler County Board of Commissioners does hereby order levied an additional net millage rate of one Mill in all districts against the Hospital Digest of \$362,824,488 for the purpose of the provision of retiring existing hospital debt and other purposes.

Adopted this 9<sup>th</sup> day of September, 2024.

  
Chairman, Glyn Thrift



  
County Clerk, Kellie Lank

Exhibit D

Georgia Crime Information Center  
Non-Criminal Justice  
User Agreement

New Agreement

Renewal

This document constitutes an agreement between the Georgia Crime Information Center (GCIC), the State repository for Georgia criminal history record information (CHRI) and access point for federal CHRI and the agency accessing and/or obtaining fingerprint-based state and/or federal CHRI for authorized employment or licensing purposes.

AGENCY: Candler County Board of Commissioners ORI: \_\_\_\_\_

ADDRESS: 1075 E Hiawatha St PHONE: 912 605 2035

CITY: Metter STATE: GA ZIPCODE: 30439

This agreement sets forth duties and responsibilities for GCIC and the agency accessing and/or obtaining information from the GCIC network.

General Provisions

Georgia law authorizes the Georgia Crime Information Center (GCIC), a division of the Georgia Bureau of Investigation (GBI), to disseminate CHRI to private persons and businesses, public agencies and political subdivisions as provided in the Official Code of Georgia Annotated (O.C.G.A.) §§ 35-3-34 and 35-3-35.

Use of Georgia and FBI CHRI obtained under this User Agreement is solely for the purpose requested and cannot be disseminated outside the receiving agency. O.C.G.A. § 35-3-38 establishes criminal penalties for requesting, obtaining, communicating or attempting to communicate criminal history record information under false pretenses or in a negligent manner.

As specified by GCIC Council Rules, GCIC reserves the right to impose administrative sanctions, including termination of this agreement, with or without notice upon determining that the Agency has violated the terms of this agreement, GCIC Council Rules, or the laws pertaining to the proper use and dissemination of CHRI; such termination shall be pursuant to GCIC Council Rules.

Agency Contacts

Agencies shall appoint a Point of Contact (POC) and Authorized Recipient Security Officer (ARSO).

The agency POC will be the responsible party for ensuring the agency is compliant with GCIC and FBI policies as well as completing audit documentation. GCIC must be notified in writing whenever there is a change in the agency head or contact and the new agency head or contact must sign a new User Agreement. User Agreements must be re-signed every two (2) years, even if the agency head or contact remains the same.

2/1/2

(Agency Head initials)

PT

(Point of Contact initials)

ARSO

The ARSO shall coordinate and oversee information security by ensuring that the agency is adhering to the CJIS Security Policy and Outsourcing Standard (if applicable), verifying the completion of the annual Security Awareness Training, and communicating with the GCIC on matters relating to information security.

2/1/2 (Agency Head initials)      POC (Point of Contact initials)

Fingerprinting

Agencies which choose to utilize a law enforcement agency for fingerprinting, should enact a Memorandum of Understanding with the LEA establishing the terms of the service provided. Both the Agency Head of the non-criminal justice agency and the law enforcement agency should sign and agree to the terms of the agreement.

2/1/2 (Agency Head initials)      POC (Point of Contact initials)

Applicant Privacy Rights Notification

Agencies that conduct a fingerprint-based criminal history record check for employment or licensing purposes are obligated to ensure the applicant is provided written notice (written notification includes electronic notification, but excludes oral notification) that his/her fingerprints will be used to check criminal history records maintained by the GCIC and the FBI (when a federal record check is so authorized) and the results of the check are handled in a manner that protects the applicant's privacy. See NCJ Guide for additional information on Agency Responsibilities pertaining to Applicant Privacy Rights)

2/1/2 (Agency Head initials)      POC (Point of Contact initials)

Audits

Agencies utilizing this service agree to audits by the GCIC and the FBI. Audits will be conducted on a biennial schedule however agencies may be audited more frequently at the direction of the GCIC. Agencies agree to keep all records necessary to facilitate a security audit by the GCIC. Examples of records that may be subject to audit are: criminal history records, notification that an individual has no criminal history, agency policies and procedures articulating the provisions for physical security, records of all disseminations of CHRI, and a current executed User Agreement with GCIC.

2/1/2 (Agency Head initials)      POC (Point of Contact initials)

Training

All agency and vendor personnel who have access to criminal history record information must successfully complete the GCIC Security Awareness Training within sixty days of employment or initial assignment, and annually thereafter via the GCIC Learning Management System (LMS). A GCIC Awareness Statement will be electronically signed after the completion of the training.

2/1/2 (Agency Head initials)      POC (Point of Contact initials)



Outsourcing

Prior to engaging in the outsourcing of any noncriminal justice administrative functions, such as shredding, document storage, etc., the Agency is required to request and receive written permission from the Division Director of the GCIC. See *NCJ Guide for additional information on The Outsourcing of Noncriminal Justice Administrative Functions*).

2/1/24 (Agency Head initials)      POC (Point of Contact initials)

GCIC will provide services as long as a valid User Agreement exists.

**Agency Head**

[Signature]  
Signature/Title

Glyn Thrift  
Print Name

gthrift@candlerco-ga.gov  
Email Address

9/10/24  
Date

**Agency POC**

[Signature]  
Signature

Bryan Aasheim  
Print Name

baasheim@candlerco-ga.gov  
Email Address

9/10/24  
Date

**ARSO**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

**GCIC Division Director**

\_\_\_\_\_  
Rhonda Westbrook, GCIC Division Director

\_\_\_\_\_  
Date

Please send the signed GCIC Non-Criminal Justice User Agreement to:

[NCJ.TrainingTeam@gbi.ga.gov](mailto:NCJ.TrainingTeam@gbi.ga.gov)



# PM AGREEMENT

PARTS, FLUIDS, LABOR & TRAVEL

## YANCEY BROS. CO. PREVENTATIVE MAINTENANCE AGREEMENT

CUSTOMER ACCOUNT NAME: Candler County Boc CUSTOMER NO: 802917 QUOTE NO: 31397  
 PM CONTACT (NAME, EMAIL & PHONE):  QUOTE DATE: 8/21/2024

Model	Serial	Starting Hours	Agreement Length (Month/Hours)	Service Hr Intervals	Total Pre-Paid Price	Cost Per Hour Price*	Pay Per Service Price*
420 IT ES	H8T01761	2,840	12   1,000	500	\$4,836.13	\$4.84	See accompanying service price list

\* The cost per hour pricing and pay per service pricing set forth in this agreement may be subject to periodic adjustment during the term of the agreement to account for cost increases, as detailed in the terms and conditions (see reverse side).

YANCEY RESPONSIBILITIES
Parts, Fluids, Labor & Travel Included To service oil compartments at recommended oil OMM intervals
Track And Schedule P.M. Services
Visual Walk-Around Inspection With Machine-Specific Checklist
Check All Fluid Levels All Compartments, Top Off. Three (3) gallons included
Change Oil And Filters In Accordance With Mfg. Lubrication & Maintenance Guide
Perform Scheduled Oil Sampling (SOS) All Compartments
Change Primary/Secondary Air Filter @ 1000 Hours
Change Fuel Filters / Water Separator
Grease Entire Machine
Dispose Of Used Oil And Used Filters
Change Air Conditioning Filters As Needed For An Additional Charge
Personal Consultaion On Abnormal Oil Samples And Problems Detected Or Checklist
Maintain Records Of All PM Service History

CUSTOMER RESPONSIBILITIES
Install a Telematics System, Product Link or Equivalent
Grease Machine and Check Oil Levels Daily Top off as necessary with fluids meeting OEM
Perform 10, 50, 100 and 250 Hour Maintenance As outlined in the lubrication and maintenance manual
Perform All Cooling System Maintenance As Required By Lubrication And Maintenance Manual
Make Machine Available For PM Service Upon Arrival Of PM Technician, in a safe environment
Machine must be located in the state of Georgia
Maintain a Working Product Link system if installed

**Condition Monitoring service is included with Yancey's premium PM agreements**

- Our C.M. analyst will manage the following fleet services:
- Track hours and schedule services in advance and on time
  - Ensure the correct PM service level is performed
  - Monitor health & utilization by sending event reports daily and providing monthly reports

**Terms of Agreement:** This agreement is subject to all Yancey Bros. Co. ("Yancey") standard terms and conditions set forth on the reverse side.

CUSTOMER INITIALS: PA

## **THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **1. BILLING:**

- If customer elects pre-paid billing, Yancey will generate an invoice up front for the entire agreement term for each serial number at the applicable pre-paid price.
- If customer elects cost per hour billing, Yancey will generate an invoice each month for each serial number for the previous billing period hourly usage at the applicable cost per hour price (i.e., usage hours multiplied by applicable cost per hour rate).
- If customer elects pay per service billing, Yancey will generate an invoice for each service for each serial number at the time of the service at the applicable pay per service price.

### **2. PRICE ADJUSTMENTS:** The cost per hour pricing and pay per service pricing set forth in this agreement are guaranteed for a period of six months from the agreement start date. Upon each six-month anniversary of the agreement start date during the agreement term (including any renewal term), Yancey may, at its option, increase the cost per hour pricing and pay per service pricing then in effect under this agreement by the percentage increase in U.S. Bureau of Labor Producer Price Index WPUFD42 (PPI Commodity data for Final demand, not seasonally adjusted) (the "PPI") over the immediately preceding six-month period, provided that the PPI increased by at least two percent over such six-month period.

### **3. EXCLUSIONS:** This agreement does not include any of the following:

- Any repairs other than Preventative Maintenance as outlined in the respective equipment manufacturer's lubrication and maintenance guide
- Routine adjustments like adjusting engine valve
- Replacement cab filters, hoses, clamps, bulbs, nuts, bolts, etc.
- Replacement filters such as engine air or fuel filters outside of the normal scheduled interval (250 and 500 hour interval PM services do not include engine air filter replacement)
- Replacement Tier 4 type machine diesel particulate filter and components

### **4. WARRANTY INFORMATION:** Yancey warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Yancey's obligation under this warranty shall be limited to the repair or replacement at Yancey's premises of those new parts previously installed or labor previously performed demonstrated to be defective. Substandard repair work may be performed upon request of customer and according to customer's instructions, but such work will carry absolutely no warranty whatsoever. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY YANCEY WITH RESPECT TO ANY WORK PERFORMED HEREUNDER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY REMEDY EXPRESSLY SET FORTH HEREIN SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND YANCEY'S SOLE AND EXCLUSIVE LIABILITY, ARISING OUT OF OR RELATING TO ANY WORK PERFORMED HEREUNDER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO PROMISE, WARRANTY, REPRESENTATION, OR AGREEMENT OF ANY KIND OR NATURE, WRITTEN OR ORAL, HAS BEEN MADE BY YANCEY AT VARIANCE WITH OR IN ADDITION TO THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN.

### **5. LIMITATION OF LIABILITY:** CUSTOMER ACKNOWLEDGES AND AGREES THAT YANCEY'S RESPONSIBILITIES UNDER THIS AGREEMENT ARE LIMITED TO THE PROVISION OF THE GOODS AND/OR SERVICES SPECIFICALLY OUTLINED HEREIN AND THAT YANCEY DOES NOT GUARANTEE THE DETECTION OR REPLACEMENT OF WORN OUT, DEFECTIVE, OR MALFUNCTIONING PARTS. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL YANCEY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND OR NATURE (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF ANTICIPATED PROFITS, LOSS OF TIME, OR OTHER ECONOMIC LOSS OR ANY INJURY TO PERSON OR PROPERTY) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE FURNISHING, FUNCTIONING, OR USE OF ANY GOODS OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OR LIABILITY AND REGARDLESS OF WHETHER YANCEY HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **6. AUTOMATIC RENEWAL:** This agreement shall automatically renew for successive periods of two years each (each, a renewal term) unless and until either party cancels the agreement. If customer previously elected pre-paid billing, upon renewal the agreement will convert to pay per service billing at the applicable pay per service pricing in effect as of the renewal date, unless customer again elects pre-paid billing or otherwise elects a different billing option. If customer previously elected cost per hour billing or pay per service billing, upon renewal the agreement will continue with the same billing method at the applicable pricing in effect as of the renewal date.

### **7. CANCELLATION:** This agreement can be canceled at any time by either party by providing written notice of cancellation (email is sufficient) to the other party. In the event of early cancellation, the account will be reconciled, and any charges due Yancey will be payable in full at that time and any credits due to the customer will be due to the customer at that time.

### **8. APPLICABLE LAW:** This agreement shall be deemed to be governed by the laws of the State of Georgia.

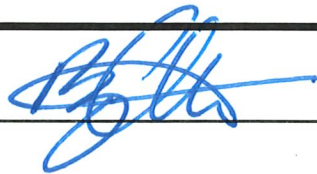
### **9. TELEMATICS:** To the extent that the customer's machine is equipped with Product Link%u2122, customer understands that data concerning the machine, its condition, and its operation is being transmitted by Product Link%u2122 to Caterpillar Inc. its affiliates ("Caterpillar") and/or its dealers to better serve our customers and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar recognizes and respects customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers. Any e-mail addresses obtained as part of this agreement by Yancey will remain the private property of Yancey.

### **10. FORCE MAJEURE:** No party to this agreement shall be held responsible for delays or failure in performance resulting from an act beyond that party's reasonable control. Such acts include but are not limited to the following: strikes or other labor disputes, lockouts, Acts of God, material

shortages, riots, acts of war, governmental regulations imposed after the fact, fire, earthquakes, and other natural disasters. In the event of an occurrence giving rise to a delay or failure, the party whose performance is delayed or prevented shall give prompt written notice to the other party stating the particulars and all efforts to overcome the delay or failure. The time of performance shall be extended by the period of any such delay.

---

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



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

9/10/24

Yancey Bros. Co. Signature: \_\_\_\_\_

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

**AirMedCare Network Membership for Payroll Deduct Only  
 For Candler County Board of Commissioners**

**Organization:** Candler County Board of Commissioners  
**Physical Address:** 1075 East Hiawatha Street  
 Metter GA 30439  
**Mailing Address:** Same  
**Contact:** Kelli Lank  
**Phone:** 9126852835  
**Email:** [klank@candlerco-ga.gov](mailto:klank@candlerco-ga.gov)  
**County:** Candler

**Membership Sales Manager/Base:** Becky Palmer / Statesboro 095

**Participants:**

1. The Organization is collecting by payroll deduction the fees shown below from the individuals (Participants) listed on a Participant List (to be provided after Participants complete individual membership applications) and remitting such fees to AirMedCare Network so the Participants can be members of the AirMedCare Network, an alliance of affiliated air ambulance providers \*(each a "Company") as provided in this Agreement.
  - o A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
  - o Each Participant must submit a completed membership application to AirMedCare Network.
2. For annual payment plans, the Organization may later add a Participant by providing AirMedCare Network with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.
3. For monthly payment plans, the current Participant List must be submitted with each monthly payment to ensure proper application of the fees.

**Fees and Payment:**

No. of Participants in Initial Group	<u>Rates</u>	<u>Total</u>
	1 Year Membership Participant(s) . . . . . \$	\$ -
	3 Year Membership Participant(s) . . . . . \$	\$ -
	5 Year Membership Participant(s) . . . . . \$	\$ -
	10 Year Membership Participant(s) . . . . . \$	\$ -
	Total	\$ -

**General Provisions:**

1. Participant memberships will be effective upon AirMedCare Network's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants. Memberships will automatically expire without notice (i) after one year for annual payment plans, and (ii) after one month for monthly payment plans; however, a 60 day grace period will apply if a membership renewal payment is received within such grace period. No refunds.
2. AirMedCare Network agrees that Participant Lists and membership applications (a) will be used by AirMedCare Network only for the purpose of delivering AirMedCare Network services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
3. This Agreement will automatically renew on its anniversary date (annually or monthly, as applicable), if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration of the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships.
4. The Organization shall not decrease the historical air ambulance coverage benefit or reimbursement amount applicable to the Participants. Any such action will be a material breach of this Agreement and AirMedCare Network may immediately terminate this Agreement and pursue any other remedies available at law or in equity.



Initial PLS

5. The Organization acknowledges and understands that each Participant will be subject to the Terms and Conditions attached hereto as **Exhibit A**. However, the Organization and AirMedCare Network hereby acknowledge and agree that the terms and conditions set forth in Exhibit A shall not govern or control the relationship or interpretation of this Agreement between the Organization and AirMedCare Network.

Agreed to by:

  
Signature

**Bryan Aasheim**  
Printed Name

**County Administrator**  
Title

**Candler County**  
Organization Name

**9/10/24**  
Date

Signature

**Matt Muse**  
Printed Name

**Vice President of GMR Membership**  
Title

**Membership**  
Division

Date

**Exhibit A**  
**Terms and Conditions**

AirMedCare Network (“**AMCN**”) is an alliance of affiliated emergency air ambulance providers\* (each a **Provider**). Your AMCN membership automatically enrolls you as a member in each Provider’s membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider’s air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient’s medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider’s control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. “**Insurance**” or “**benefits**” means any and all types of insurance or benefits without any limitation. By way of example only, such “insurance” or “benefits” include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms “insurance” or “benefits” include any insurance or benefits that are owned by a member (or that are written or held in a member’s name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else’s name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. “Third-party responsibility” means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider’s services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider’s services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member’s injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.

5. Neither the Providers nor AMCN is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

8. **LIMITATION OF LIABILITY.** THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. **ARBITRATION AGREEMENT.** Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("**Rules**"), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM.** The arbitrator is not authorized to award attorney's fees and costs or equitable relief. In the event the prohibition on class arbitration or any other provision in this



Initial 



arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

\*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.

# Exhibit G

Contractor	Zen Facility Solutions, LLC	Mo's Cleaning	J&B Construction Services, Inc	Chosen First Cleaning Service	Bursky Enterprises	Bursky Enterprises	American Facility Services	Mighty Clean	Hezina Logistics, LLC	Hell Yeah Performance	Clean By Lucy	Kustom Kleaning, LLC	Supreme Clean by Marcia LLC
	8735 Dunwoody Place Ste N Atlanta GA 30350	461 Third St Macon GA 31201	7306 S Saint Patrick St Tampa FL 33616	1509 Avalon Ave Albany GA 31707	1524 Rolling Meadows Dr McDonough GA 30253	1524 Rolling Meadows Dr McDonough GA 30253	3400 Overton Park Dr SE, Ste 300 Atlanta GA 30339	3302 Pasadena Dr Macon GA 31211	4404 Forrest Dr Augusta, GA 30907	478 Burke Dr Hinesville GA 31313	PO Box 1143 Metter GA 30439	104437 Lake Church Rd Metter GA 30439	46636 GA Hwy 46E Metter GA 30439
<b>Subcontractor</b>	Aries Cleaning Solutions, LLC 8336 Office Park Dr Douglasville GA												
<b>Liability Insurance</b>	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	None	\$ 1,000,000	None, Self Operated	\$ 1,000,000
<b>Workers Comp Ins.</b>	\$ 100,000	\$ 500,000	Not Provided	\$ 100,000	\$ 500,000	\$ 500,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	None	\$ 100,000	Operated	\$ 1,000,000
<b>County Courthouse Commission Office Building Sheriff's Office</b>	\$ 2,962.50	\$ 15,925.00	\$ 5,062.50	\$ 925.91	\$ 1,775.31	\$ 2,259.31	\$ 1,145.50	\$ 10,090.56	\$ 2,128.00	\$ 1,500	\$ 1,645.20	\$ 1,843.45	\$ 271.67
<b>25 Daniel St</b>	\$ 2,162.50	\$ 10,295.00	\$ 4,126.50	\$ 925.91	\$ 1,207.42	\$ 906.24	\$ 777.81	\$ 6,269.76	\$ 2,560.00	\$ 1,200	\$ 1,119.60	\$ 925.75	\$ 271.67
	\$ 1,812.50	\$ 6,889.85	\$ 2,839.50	\$ 925.91	\$ 889.89	\$ 1,131.16	\$ 561.45	\$ 4,200.00	\$ 2,560.00	\$ 1,000	\$ 825.00	\$ 1,255.80	\$ 271.66
	\$ 1,562.50	\$ 4,568.65	\$ 2,020.50	\$ 925.91	\$ 710.75	\$ 1,536.66	\$ 457.08	\$ 3,685.92	\$ 2,128.00	\$ 800	\$ 658.20	\$ 1,035.00	\$ 1,015.00
<b>Total</b>	\$ 8,500.00	\$ 37,678.50	\$ 14,049.00	\$ 3,703.64	\$ 4,583.37	\$ 5,833.37	\$ 2,941.84	\$ 24,246.24	\$ 9,376.00	\$ 4,500.00	\$ 4,248.00	\$ 5,060.00	\$ 1,830.00
<b>Annual Cost</b>	\$ 102,000.00	\$ 452,142.00	\$ 168,588.00	\$ 44,443.68	\$ 55,000.44	\$ 70,000.44	\$ 35,302.08	\$ 250,954.88	\$ 112,512.00	\$ 54,000.00	\$ 50,976.00	\$ 60,720.00	\$ 21,960.00
<b>Business License</b>	Statement	vided (Macon-Bi	Not Provided	Provided (Albany)	State CO, Statement	State CO, Statement	Not Provided	Not Provided	Not Provided	Not Provided	On file	On File	On File
<b>E-Verify</b>	Statement	Not Provided	Not Provided	Not Provided	Statement	Statement	Statement	Yes	Yes	Not Provided	Not Provided	Not Provided	Not Provided
<b>EOEE</b>	Statement	Not Provided	Statement	Statement	Statement	Statement	Statement	Not Provided	Not Provided	Not Provided	Not Provided	Not Provided	Not Provided
<b>Background Check</b>	Statement	Not Provided	Not Provided	Statement	Statement	Statement	Statement	Not Provided	Not Provided	Not Provided	Not Provided	Not Provided	Not Provided
<b>References</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes (2 only)	No	No	Yes	Yes	Yes
	Alternate Proposal to provide all products, equipment and consumables												
	WC not policy evidence or Dec page												
	County incurs annual costs to provide for WC coverage under GA State Law												



## Exhibit H Place Holder

**AGENDA ITEM:** 10G

**DIVISION/OFFICE:** BOARD OF COMMISSIONERS

**SUMMARY:** CANDLER COUNTY INDUSTRIAL AUTHORITY  
DOOWON MOU AMENDMENT #1

**DATE:** SEPTEMBER 9, 2024

**BUDGET INFORMATION:**

FUNDING SOURCE:

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**PURPOSE:**

To request that the Board of Commissioners:

- a. Consider an amendment to the memorandum of understanding (MOU) between the Candler County Industrial Authority, Doowon Climate Control America, Inc., and other governmental jurisdictions of Candler County, Georgia, as executed by the Board of Commissioners on February 5, 2024; to modify the required capital investment and bond amounts

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**HISTORY:**

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**FACTS & ISSUES:**

See attached MOU Amendment (changes highlighted)

Exhibit I

**CONTRACT DOCUMENTS  
& TECHNICAL SPECIFICATIONS  
FOR**

**2023 TIA  
EAST HIAWATHA STREET  
PAVING PROJECT**

**CANDLER COUNTY BOARD OF  
COMMISSIONERS**

**MAY 2024**

**EMC PROJECT NO. 23-2035**

**PI NO. PI-0018461**

Prepared By:  
**EMC Engineering Services, Inc.**  
1211 Merchants Way  
Statesboro, GA 30458

**ORIGINAL**

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**Certification Regarding Debarment**

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**Notice to Proceed**

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**Project Map**

**ADVERTISEMENT FOR BIDS  
FOR CONSTRUCTION OF**

**2023 TIA  
EAST HIAWATHA STREET  
PAVING PROJECT**

**FOR THE  
CANDLER COUNTY BOARD OF  
COMMISSIONERS**

Candler County Board of Commissioners  
1075 E. Hiawatha St., Suite A  
Metter, GA 30439

Sealed BIDS for 2023 TIA East Hiawatha Street Paving Project will be received by Candler County at the Candler County Administration conference room located at 1075 E. Hiawatha St., Suite A, Metter, GA until **10:00 AM, Local Time on June 28, 2024**, and then at said office will be publicly opened and read aloud. The project includes installation of storm drain system, base and paving East Hiawatha Street from the end of new construction project to the existing end of pavement on the east end for 0.52 mile.

The **CONTRACT DOCUMENTS** may be examined at the following locations:  
1075 E. Hiawatha St., Suite A, Metter, GA

An optional pre-bid conference will be held at 1075 E. Hiawatha St., Suite A, Metter, GA at **10:00AM on June 14, 2023**. Project scheduling, coordination requirements, and questions of interpretation will be addressed at this time.

All bids must be accompanied by a Bid Bond in an amount not less than five percent (5%) of the Base Bid. Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the contract amount, will be required of the successful bidder. Bonds must be written by an acceptable Surety Company licensed to do business in the State of Georgia and listed in the Department of the Treasury, Circular 570, latest edition.

**NOTE:** Contractor and all subcontractors must obtain a business license in Georgia, be fully insured, and be a Licensed Contractor in the State of Georgia.

**INSURANCE:** Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000 per occurrence, and property damage with limits of no less than

\$1,000,000 per occurrence; and (b) commercial automobile liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000 per occurrence, and property damage with limits of no less than \$1,000,000 per accident (c) statutory worker's compensation insurance, including \$1,000,000 employer's liability insurance (d) employee dishonesty and/or crimes coverage with respect to personnel of Contractor having access to County buildings, with limits of no less than \$50,000 per occurrence. All insurance shall be provided by an insurer(s) acceptable to the County and shall provide for thirty (30) days prior notice of cancellation to the County. Upon request, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

The successful bidder shall secure and pay for all permits, assessments, charges or fees required in connection with the proposed construction. Answers to all questions shall be provided a minimum of 72 hours prior to the time of the bid.

All work to be performed under this project must be completed within 150 consecutive calendar days following receipt of Notice to Proceed.

Candler County reserves the right to reject any or all bids, including without limitation, the right to reject any and all nonconforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder whom Owner believes would not be in the best interest of the Project to make an award to that bidder whether because the bid is not responsive, the bidder is unqualified, or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner .

Qualified Bidders may obtain digital copies of the CONTRACT DOCUMENTS, Specifications, and drawings upon a non-refundable payment of \$150.00 for each set at the Statesboro office of EMC Engineering Services, Inc. For Plans & SPECS please contact Stacy Turk at (912)764-7022, or via email at [stacy\\_turk@emc-eng.com](mailto:stacy_turk@emc-eng.com).

Glyn Thrift Chairman  
Candler County Board of Commissioners

## **INFORMATION FOR BIDDERS**

BIDS will be received by the Candler County Board of Commissioners (herein called the "OWNER"), at Candler County Administration Building, 1075 E. Hiawatha St., Suite A, Metter, GA until 10:00 A.M. Local Time, June 28, 2024, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the Candler County Board of Commissioners 1075 E. Hiawatha St., Suite A, Metter, GA. Each sealed envelope containing a BID must be plainly marked on the outside as BID for 2023 TIA East Hiawatha Paving Project and the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at 1075 E. Hiawatha St., Suite A, Metter, GA

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period the time may be extended by mutual agreement between the OWNER and the BIDDER.

### Tentative Bid Schedule

First Advertisement	May 29, 2024
Second Advertisement	June 5, 2024
Pre-Bid Conference	June 14, 2024 (10:00 AM)
Bids Due	June 28, 2024 (10:00 AM)

Georgia Department of Transportation Standard Specifications for Construction of Transportation Systems, 2013 Edition, to include most recent revisions, are the governing standards for this project. All striping shall be in accordance with current MUTCD Standards.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.



The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement form. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default.

The OWNER within ten (10) days of receipt of acceptable Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purposed as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted. Award will be made to the lowest responsible BIDDER.

OWNER reserves the right to award project based on base bid only or any combination of alternates, if applicable, at their sole discretion.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER. All bidders must have a State of Georgia Utility Contractors License.

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

CONTRACTOR must execute an affidavit verifying that CONTRACTOR has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et.seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and must execute an affidavit verifying residency status per O.C.G.A. 50-36-1, et.seq. The appropriate affidavits are attached to these contract documents, and are incorporated herein by reference and made a part of this contract.

The CONTRACTOR further certifies that any SUBCONTRACTOR employed by CONTRACTOR for the performance of this agreement has executed appropriate SUBCONTRACTOR affidavits verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et.seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and verifying residency status per O.C.G.A. 50-36-1, et.seq. and that all such affidavits are incorporated into and made a part of every contract between the CONTRACTOR and each SUBCONTRACTOR.

CONTRACTOR'S compliance with O.C.G.A. 13-10-90, et. seq., Georgia Department of Labor Regulations Rule 300-10-1-02, and O.C.G.A. 50-36-1 et. seq is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

All BIDS must be accompanied by a BID Bond in an amount not less than five percent (5%) of the Base BID. Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the contract amount, will be required of the successful BIDDER. Bonds must be written by an acceptable Surety Company licensed to do business in the State of Georgia and listed in the Department of the Treasury, Circular 570, latest edition.

NOTE: Contractor and subcontractor must obtain a business license in Georgia, be fully insured, and be a Licensed Contractor in the State of Georgia.

The successful BIDDER shall secure and pay for all permits, assessments, charges or fees required in connection with the proposed construction.

The following items must be submitted in the sealed bid package:

- 1) "Bid"
- 2) "Bid form"
- 3) Bid Bond
- 4) Non-Collusion Affidavit
- 5) Current Business License

Candler County reserves the right to reject any or all bids, including without limitation, the right to reject any and all nonconforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder whom Owner believes would not be in the best interest of the Project to make an award to that bidder whether because the bid is not responsive, the bidder is unqualified, or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner .

## IMMIGRATION AND SECURITY FORM

O.C.G.A. § 13-10-91 requires contractors interested in public works contracts to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to insure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor.

In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must warrant and affirm that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>; and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

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 Candler County, 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, and Contractor warrants that it will continue to use the federal work authorization program throughout the contract period.

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 Candler County, 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 Georgia Department of Labor 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 Candler County, Georgia at the time the subcontractor(s) is retained to perform such service.

John Wickstrom Signature VP Title

Firm Name: Sikes Brothers Inc.

Street/Mailing Address: P.O. Box 147

City, State, Zip Code: Cobbtown, GA 30420

Telephone Number: (912) 684-6328

Email: ricky@sikesbrothers.com

User Identification Number: 106623

Date of Authorization: 03-12-08

**Exhibit B**

**Affidavit Verifying Status  
for County Public Benefit Application**

By executing this affidavit under oath, as an applicant for the award of a contract with Candler, County Georgia, I John Wickstrom. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1)  I am a United States citizen

**OR**

2)  I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

John Wickstrom

06/28/2024

Printed Name:

John Wickstrom

\* N/A

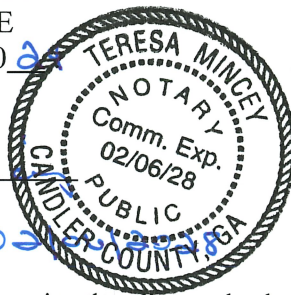
Alien Registration number for non-citizens

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

28<sup>th</sup> DAY OF June, 2024

Teresa Mincey  
Notary Public

My commission Expires: 02/06/28



\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

\_\_\_\_\_

**BID**

Proposal of Sikes Brothers Inc (hereinafter called "BIDDER"), organized and existing under the laws of the State of Georgia  
Doing business as\* Sikes Brothers Inc.  
To the Candler County Board of Commissioners (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of 2023 TIA Hiawatha Street Paving Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 150 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$ 100.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

1

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Insert "a corporation", "a partnership", or "an individual" as applicable.



**BID SCHEDULE**

**CANDLER COUNTY - HIAWATHA STREET**

EMC Engineering Services, Inc.  
 1211 Merchant Way, Suite 201  
 Statesboro, GA 30458  
 (912) 764-7022  
 www.emc-eng.com  
 DATE: 06/19/2024

**EMC PROJECT NO.: 23-2035**

**CANDLER COUNTY, GEORGIA**

**Prepared For:**

**CANDLER COUNTY BOARD OF COMMISSIONERS**

**BASE ROAD QUANTITIES**

NO.	ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	150-1000	TRAFFIC CONTROL	1	LS	18,250.00	18,250.00
2	999-9999	DEWATERING	1	LS	500.00	500.00
3	163-0232	TEMPORARY GRASSING	8	AC	1250.00	10,000.00
4	163-0240	MULCH (STRAW/HAY)	16	TN	350.00	5,600.00
5	163-0301	CONSTRUCTION EXIT	2	EA	1750.00	3,500.00
6	163-0527	STONE CHECK DAMS	25	EA	375.00	9,375.00
7	163-0550	INLET PROTECTION (TYPE F)	6	EA	350.00	2,100.00
8	603-2180	STORM OUTLET PROTECTION	1	EA	500.00	500.00
9	171-0010	TEMPORARY SILT FENCE, TYPE A (NON SENSITIVE)	7,700	LF	2.75	21,175.00
10	171-0030	TEMPORARY SILT FENCE, TYPE C (SENSITIVE)	120	LF	3.75	450.00
11	163-0000	SLOPE STABILIZATION	5,750	SY	2.00	11,500.00
12	202-1000	CLEARING AND GRUBBING	2	AC	3500.00	7000.00
13	207-0203	FOUNDATION BACKFILL MATERIAL, TYPE II	105	CY	142.80	14,994.00
14	210-0100	GRADING COMPLETE	1	LS	83,283.75	83,283.75
15	310-5060	GR AGGR BASE CRS, INCL MATL & PRIME (6 IN, ROADWAY)	2250	TN	52.50	118,125.00
16	310-5040	GR AGGR BASE CRS, INCL MATL & PRIME (4 IN, DRIVEWAYS)	50	TN	75.00	3,750.00
17	402-3113	REC ASPH CONC 12.5 MM SP, GP 1 / 2, INCL BITUM MATL & LIME (220-LB/SY)	780	TN	120.00	93,600.00
18	402-3113	REC ASPH CONC 12.5 MM SP, GP 1 / 2, INCL BITUM MATL & LIME (165-LB/SY)	50	TN	120.00	6000.00
19	413-1000	BITUMINOUS TACK COAT	100	GL	3.50	350.00
20	999-9999	18" STD CURB & GUTTER	1750	LF	22.25	38,937.50
21	500-3002	CLASS AA CONCRETE (FLUME, 8 IN)	5	SY	247.50	1237.50
22	441-4030	CONCRETE VALLEY GUTTER, 8 IN	15	SY	104.50	1567.50
23	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10, RCP	167	LF	105.00	17,535.00
24	550-5300	STORM DRAIN PIPE, 30 IN, H 1-10, RCP	481	LF	152.25	73,232.25
25	550-5600	STORM DRAIN PIPE, 60 IN, H 1-10, RCP	206	LF	472.50	97,335.00
26	550-4218	FLARED END SECTION, 18 IN, CONCRETE	4	EA	1312.50	5,250.00
27	550-4230	FLARED END SECTION, 30 IN, CONCRETE	1	EA	2100.00	2100.00
28	500-3800	CLASS A CONCRETE, INCL REINF STEEL (HEADWALL 1125 - APRON MOD TO 10')	21.04	CY	2205.00	46,393.20
29	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	20	SF	30.80	616.00
30	636-2070	GALV STEEL POSTS, TP 7	56	LF	11.00	616.00
31	668-4300	STORM MANHOLE (GASTD 1011A)	1	EA	6142.50	6142.50
32	668-1200	DOUBLE WING CURB INLET (GASTD 1034D)	2	EA	5775.00	11,550.00
33	668-1200	SINGLE WING CURB INLET (GASTD 1033D)	2	EA	5145.00	10,290.00
34	668-2200	WIER INLET	2	EA	5712.00	11,424.00
35	603-2180	STN DUMPED RIP RAP, TP 3, 12 IN	400	SY	48.00	19,200.00
36	603-7000	PLASTIC FILTER FABRIC - WOVEN 200LB TENSILE ALL DIRECTIONS	400	SY	5.00	2,000.00
37	603-7001	NON WOVEN FILTER FABRIC - 8 OZ/SY - ABOVE FOUNDATION BACKFILL	120	SY	12.10	1452.00
38	670-9710	REPLACE/RELOCATE EXISTING FIRE HYDRANT (M&H HYDRANT -5-1/4 CONNECT)	5	EA	6457.50	32,287.50
39	652-2501	SOLID TRAFFIC STRIPE, 5 IN, WHITE	1.05	LM	1250.00	1312.50
40	652-2502	SOLID TRAFFIC STRIPE, 5 IN, YELLOW, DOUBLE	1.05	LM	1250.00	1312.50
41	653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE (STOP BAR)	1	EA	350.00	350.00
42	700-6910	PERMANENT GRASSING	3.5	AC	3000.00	10,500.00
43	700-7000	AGRICULTURAL LIME	6	TN	120.00	720.00
44	700-8000	FERTILIZER MIXED GRADE	2	TN	900.00	1800.00
45	999-1000	CONSTRUCTION STAKING	1	LS	10,000.00	10,000.00
46	999-2000	CONSTRUCTION MATERIAL TESTING	1	LS	6500.00	6500.00
<b>BASE ROAD TOTAL</b>					<b>\$</b>	<b>821,713.70</b>

ADD ALTERNATE #1						
NO.	ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
47	654-1001	RAISED PAVEMENT MARKERS, TP 1 (RAISED REFLECTIVE)	277	EA	5.50	1523.50
<b>ADD ALTERNATE TOTAL</b>					<b>\$ 1523.50</b>	
UTILITY RELOCATIONS						
ADD ALTERNATE #2						
NO.	ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
48	001-5000	LOWER 10" PVC WATERMAIN (C900) (IF IN CONFLICT)	1505	LF	47.25	71,111.25
49	001-5000	INSTALL 10" PVC WATERMAIN (C900) AROUND PROPOSED STORM STRUCTURES	150	LF	105.00	15,750.00
ADD ALTERNATE #3						
50	001-5000	4" (DR11) PVC FORCEMAIN (INCLUDES AIR RELEASE VALVES)	1952	LF	38.85	75,835.20
51	001-5000	4" (DR11) PVC FORCEMAIN STUB TO FUTURE DEVELOPMENT PROPERTY	80	LF	29.40	2,352.00
52	001-5000	4" FUSEABLE PVC FORCEMAIN DIRECTIONAL DRILLED NEAR POND BANK	580	LF	63.00	36,540.00
53	001-5000	ABANDON EXISTING FORCEMAIN LINE AND FILL WITH FLOWABLE FILL	2503	LF	4.75	11,889.25
<b>UTILITY RELOCATIONS TOTAL</b>					<b>\$ 213,477.70</b>	
<b>TOTAL (INCLUDING ADD ALTERNATES)</b>						

**\$1,036,714.90**

Submitted By: John Wickstrom

Title: VP

Company: Sikes Brothers Inc

Date: 06/28/2024

Signature: John Wickstrom





<b>To:</b>	Candler County Board Of Commissioners	<b>Contact:</b>	
<b>Address:</b>	1075 East Hiawatha Street Metter, GA 30439 UNITED STATES	<b>Phone:</b>	
		<b>Fax:</b>	
<b>Project Name:</b>	24059 - E Hiawatha Additional Paving	<b>Bid Number:</b>	
<b>Project Location:</b>	Metter, GA, Metter, GA	<b>Bid Date:</b>	7/15/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0010	Traffic Control And Additonal Bond	1.00	LS	\$7,500.00	\$7,500.00
0020	Grading Complete - Dressing No Fill Import Or Grassing	0.65	LS	\$10,000.00	\$6,500.00
0030	REC Asphalt Level 9.5mm W/ Lime 70lb/sy	295.00	TON	\$122.75	\$36,211.25
0040	REC Asphalt 12.5mm W/ Lime 165lb/sy	725.00	TON	\$120.00	\$87,000.00
0050	Bituminous Tack Coat	525.00	GAL	\$3.50	\$1,837.50
0060	SOLID TRAFFIC STRIPE 5IN WHITE	1.25	LMI	\$1,250.00	\$1,562.50
0070	SOLID TRAFFIC STRIPE 5IN YELLOW DOUBLE	1.25	LMI	\$1,250.00	\$1,562.50
0080	Thermoplastic Solid Traffic Stripe 24in White Stop Bar	1.00	EACH	\$350.00	\$350.00

**Total Bid Price: \$142,523.75**

**Notes:**

- -Sikes Brothers, Inc. can not be held responsible for any unforeseen conditions.
  - All permanent grassing, sodding, landscaping, and irrigation by others.
  - All testing, permitting, any fees, monitoring, monitoring wells, and reporting including NPDES is excluded.
  - No removal or replacement of unsuitable soil included. Any and all contaminated or caustic soils, hazardous materials, or asbestos encountered will be handled separately. Grading price reflects use of onsite soils put to grade as per plans. If unsuitables are encountered they will be handled separately. Unit rates of \$24.50 per cubic yard imported and installed; \$22.00 per cubic yard of material exported.
  - No temporary utilities included; Any and all above or sub-surface utility relocation. All work associated with gas line removal/demo is excluded.
  - All breezeway, trash compactor, truck dock delivery area, stoop, corridor, patio, dumpster pads, and air conditioner pad concrete by others.
  - All striping to be typical latex traffic paint, one coat on interior area. Thermoplastic on all GDOT R/W work only. Existing striping to be removed by grinding on state R/W.
  - All overhead power lines, poles, concrete strain poles removal or relocation is excluded. Telephone pedestals to be removed by others.
  - All work to be performed during the hours of 7AM-7PM Monday thru Friday. Weekend hours will consist of overtime charges.
  - Fueling areas pad and tank pad has been excluded.
  - Grades to be brought to +/- .10 under all concrete slabs for dirt subgrade. No GABC material or install is included for building slab, trash compactor, loading dock, sidewalk, or dumpster pad area.
  - All items are bid at quantities on page one of this proposal, if any differentiation from these it will be additional.
  - Layout and staking is included for our portion of work only. No as-builts.
  - No handrails, bollards, or stairs are included. Any and all work associated with the dumpster pad, trash compactor pad, and truck dock area is excluded.
  - Concrete items are to be 3000 PSI unless otherwise noted; no item includes dye, fiber or steel reinforcement unless otherwise noted.
  - No bond premium has been included.
  - All footing excavation, backfill, elevator pit, plumbing, electrical, and removal of excess materials generated by building work is by others.
  - No brick pavers, fine grading for brick pavers, or select fill for brick pavers included.
  - Any work associated with Sign is excluded.
  - We can make no guarantee for positive drainage in areas with less than 1% slope.
  - No retaining walls, backfill of retaining walls, preparation of footings for retaining walls, or drainage for retaining walls is included.
  - Prime coat and sanding of prime coat, if applicable, has been excluded unless noted otherwise.
  - Proposal pricing is based on today's current GDOT Liquid AC/Fuel Index for July 2024. Any increase will be passed on to the client after December 2018. Concrete prices reflect current pricing as well. After the first of the year, (2025) concrete materials are going up 10%.
  - Misc./Utility Notes: No irrigation or landscaping, no fence installation, no sign installation, utilities terminated 5' from building footer, no downspout cleanouts or adapters included, no permits or impact/tap fees included, no meter has been included, no storm water monitoring, no trench drain system is included. Gas line work is excluded. All meters and backflows to be provided by owner. No select fill in trenches has been figured, onsite dirt only.
  - Any and all treatment of soil is excluded.
  - Asphalt installation is priced at one mobilization; if binder is desired as a working surface for building construction, cleaning of binder is to be by others and additional mobilization of \$2,250.00 will be added. Cleaning of binder surface to be by others.
- -Any and all work associated with dewatering is excluded.
  - Demo of any vertical structures are excluded.
  - Due to the existing conditions onsite, some utilities could not be verified; Sikes Brothers, Inc. makes no guarantee as to the existing conditions. Job is quoted as per plan.
  - Any and all guardrail work is excluded.
  - Erosion control items are priced as installation only, no maintenance is included. No sweeping of roadway is included unless caused by our work.
  - Sd2-F inlet protection is quoted as wood stake type c silt fence.
  - Irrigation well and associated work is excluded.
  - Unless specifically called out on demo page and quantified on page one of this proposal it is not included.
  - Clearing and grubbing is priced based on burning onsite. Timber value, if any, has been included in this proposal.
  - No Milling for Joint Tie Ins Included. \$1,250.00 per each Tie In if Requested.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Sikes Brothers INC</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> _____</p>
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**Bid Bond** *See attached*

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are hereby held and firmly bound  
unto The Candler County Board of Commissioners as OWNER in  
the penal sum of 5 Per Cent of Amount Bid for the payment of which, well  
and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to  
The Candler County Board of Commissioners a certain BID, attached  
hereto and hereby made a part hereof to enter into a contract in writing, for the \_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a  
contract in the Form of Contract attached hereto (properly completed in

accordance with said BID) and shall furnish a BOND for his faithful  
performance of said contract, and for the payment of all persons performing labor or furnishing materials in  
connection therewith, and shall in all other respects perform the agreement created by the acceptance of  
said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being  
expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND  
shall be in no way impaired or affected by any extension of the time within which the OWNER may accept  
such BID; and said SURETY does hereby waive notice of any such extensions.

**Bid Bond**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

- Attached

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

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

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**BID BOND**

**AMCO Insurance Company**  
**Nationwide Mutual Insurance Company**  
**Allied Property & Casualty Insurance Company**  
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006  
(866) 387-0457

**CONTRACTOR:**  
Sikes Brothers, Inc.  
150 Aline Ave.  
Metter, GA 30439

**SURETY:**  
Nationwide Mutual Insurance Company  
1100 Locust St., Dept. 2006  
Des Moines, IA 50391-2006

**OWNER:**  
Candler County Board of Commissioners  
1075 E. Hiawatha Street Suite A  
Metter, GA 30439

**BOND AMOUNT:** 5%

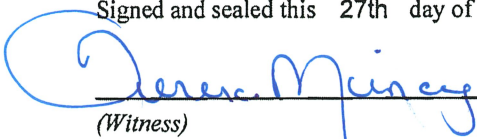
**PROJECT:**  
2023 TIA East Hiawatha Street Paving Project

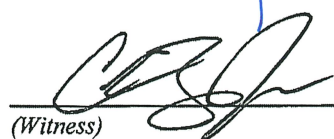
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 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.

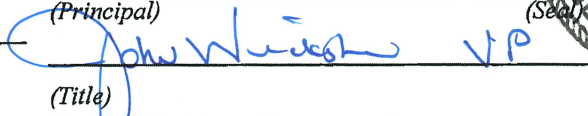
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

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 27th day of June 2024

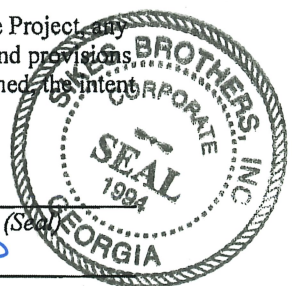
  
(Witness)

  
(Witness)

Sikes Brothers, Inc.  
(Principal)  (Seal)

Nationwide Mutual Insurance Company  
(Surety) (Seal)

Milizabeth Mann  
(Title) Milizabeth Mann , Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
DEBORAH ANN ZORN; JOSEPH C ZORN; MILIZABETH S MANN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00)

and to bind the Company thereby, as fully and to the same extent as if such Instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

[Handwritten signature of Sharon Laburda]

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimenti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 27th day of June, 2024.

[Handwritten signature of Lezlie F. Chimenti]
Assistant Secretary

BDJ 1(04-24)00

**Non-Collusion Affidavit of Prime Bidder/Subcontractor**

State of Georgia  
Candler County, Georgia

John Wickstrom, being the first duly sworn, deposes and says that:

1. He/she is of Owner / VP (Owner, partner, etc.)  
Sikes Brothers Inc. (Company)

the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, 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, firm or person to submit a 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 or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against Candler County or any person interested in the proposed contract;

5. 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;

Signature: John Wickstrom  
Name & Title: John Wickstrom VP

Date: 06/28/2024  
Notary: Teresa Mincey  
My Commission Expires 02/06/28



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CERTIFICATION REGARDING DEBARMENT SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation could disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available, the County may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Nonprocurement Programs.





**AGREEMENT**

THIS AGREEMENT, made this 10<sup>th</sup> day of SEPTEMBER, 2024, by and between the Candler County Board of Commissioners, hereinafter called "OWNER" and Sikes Brothers, Inc doing business as (an individual), or a (partnership), or a (corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein-after mentioned:

1. The CONTRACTOR will commence and complete the delivery of materials for 2023 TIA Hiawatha Street Paving Project -

2. The CONTRACTOR will furnish all of the materials, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 150 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 1,179,238.65, or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement for BIDS
- (B) Information For BIDDERS
- (C) BID
- (E) Agreement
- (F) General Conditions
- (G) SUPPLEMENTAL GENERAL CONDITIONS
- (J) NOTICE OF AWARD
- (K) NOTICE TO PROCEED
- (L) CHANGE ORDER
- (M) DRAWINGS prepared by EMC Engineering Services, Inc. labeled 2023 TIA Hiawatha Street Paving Project and dated May 2024.
- (N) SPECIFICATIONS prepared or issued by EMC Engineering Services, Inc. dated May 2024.
- (O) ADDENDA  
NO. 1, dated June 20, 2024  
The OWNER will pay to the CONTRACTOR in the manner and at

such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in ( 3 ) each of (Number of Copies) which shall be deemed an original on the date first above written.



(SEAL)

ATTEST:

Marenda K Lank

Name Kellie Lank  
(Please Type)

Title County Clerk

OWNER:

Candler County Board of Commissioners BY

[Signature]

Name Glyn Thrift  
(Please Type)

Title Chairman, Board of Commissioners



CONTRACTOR:

Sikes Brothers, Inc.

BY [Signature]

Name John Wilkerson  
(Please Type)

Teresa Mincey

Name Teresa Mincey  
(Please Type)

Title Office Manager

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Sikes Brothers, Inc.

(Name of Contractor)

PO Box 147, Cobbtown, GA 30420

(Name of Contractor)

a Corporation, hereinafter called Principal,  
Corporation, Partnership, or Individual)

and Nationwide Mutual Insurance Company

(Name of Surety)

1100 Locust St., Dept 2006 Des Moines, IA 50391-2006

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

The Candler County Board of Commissioners

(Name of Owner)

1075 East Hiawatha Street, Suite A, Metter, Georgia 30439

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Million One Hundred Thousand Seventy-Nine Two Hundred Thirty-Eight and 65/100 Dollars,

\$( 1,179,238.65 )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

2023 TIA East Hiawatha Street Paving

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each  
(number)  
one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:



\_\_\_\_\_  
Principle Secretary

Sikes Brothers Inc.  
Principal

BY [Signature] (s)  
P.O. Box 147 Cobbtown, GA 30420  
(Address)

Nationwide Mutual Insurance Company

Surety

[Signature]  
Witness as to Principal  
P.O. Box 147  
(Address)  
Cobbtown, GA 30420

PO Box 385, Vidalia, GA 30475  
(Address)

BY Milizabeth Mann  
Attorney-in-Fact  
Milizabeth Mann



Attest:

[Signature]  
Witness as to Surety  
PO Box 385,  
(Address)  
Vidalia, GA 30475

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that  
Sikes Brothers, Inc.

\_\_\_\_\_  
(Name of Contractor)  
PO Box 147, Cobbtown, GA 30420  
\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ Corporation, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)  
\_\_\_\_\_  
Nationwide Mutual Insurance Company  
(Name of Surety)  
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006  
\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_  
The Candler County Board of Commissioners  
(Name of Owner)  
\_\_\_\_\_  
1075 E. Hiawatha St., Suite A, Metter, GA  
(Address of Owner)

hereinafter called OWNER, in the penal sum of One Million One Hundred Thousand Seventy-Nine Two Hundred  
Thirty-Eight and 65/100 Dollars, \$( 1,179,238.65 )

in lawful money of the United States, for their payment of which sum well and truly to be made, we bind  
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
2024, a copy of which is hereto attached and made a part hereof for the construction of:  
2023 TIA East Hiawatha Street Paving  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said contract during the original term  
thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the  
Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred  
under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages  
which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and  
expense which the OWNER may incur in making good any default, then this obligation shall be void;  
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST:



[Signature]  
(Principal) Secretary

[Signature]  
(Witness as to Principal)

P.O. Box 147  
(Address)  
Cobbtown, GA 30430

Sikes Brothers Inc.  
Principal

By [Signature]

P.O. Box 147  
(Address)

Cobbtown, GA 30420

Nationwide Mutual Insurance Company  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)  
[Signature]  
Witness as to Surety

PO Box 385,  
(Address)  
Vidalia, GA 30475

By [Signature]  
Attorney-in-Fact

PO Box 385,  
(Address)  
Vidalia, GA 30475



NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
DEBORAH ANN ZORN; JOSEPH C ZORN; MILIZABETH S MANN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

[Handwritten signature of Sharon Laburda]

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[Handwritten signature of Lezlie F. Chimienti]
Assistant Secretary

BDJ 1(04-24)00





SIKES-1

OP ID: MM

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 07/29/2024

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

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

<b>PRODUCER</b> Zorn & Son Insurance Agency P.O. Box 385 - 603 W. First St Vidalia, GA 30475-0385 Chris Zorn, Jr., CIC, CWCA	<b>CONTACT NAME:</b> Milizabeth Mann <b>PHONE (A/C, No, Ext):</b> 912-537-7951 <b>FAX (A/C, No):</b> 912-537-6118 <b>E-MAIL ADDRESS:</b> mmann@zorninsurance.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A: <b>Bitco Insurance Company</b>	NAIC #: <b>20095</b>
INSURER B: <b>Markel/Thomco</b>	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**INSURED**  
 Sikes Brothers, Inc.  
 Superior Services Company, Inc.  
 Aline Properties, LLC  
 David Sikes  
 PO Box 147  
 Cobbtown, GA 30420
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CLP3744885	06/13/2024	06/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 EBL \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP3744887	06/13/2024	06/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3744886	06/13/2024	06/13/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3744884	06/13/2024	06/13/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equip Rent/Lease/F			CLP3744885	06/13/2024	06/13/2025	1,000,000
B	Pollution			G48631794001	06/13/2024	06/13/2025	1,000,000

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

Project: 2023 TIA Hiawatha Street Paving

**CERTIFICATE HOLDER**
 Candler County Board of Commissioners  
 1075 East Hiawatha St Suite A  
 Metter, GA 30439
**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

**NOTICE OF AWARD**

To: Sikes Brothers, Inc.  
36685 GA Hwy 23  
Cobbtown, GA 30420  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: 2023 TIA Hiawatha Street Paving Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated May, 2024, and Information for Bidders.


You are hereby notified that your BID has been accepted for items in the amount of \$ 1,179,238.65.

You are required by the Information for Bidders to execute the Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledgment copy of this NOTICE OF AWARD to the OWNER.

Dated this July 17, 2024.

  
\_\_\_\_\_  
By Bryan Aasheim  
Title Candler County Administrator

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ By \_\_\_\_\_  
\_\_\_\_\_ Title \_\_\_\_\_

**CHANGE ORDER NO. 1**

Project: Candler County 2023 TIA Project – Hiawatha Paving      Date of Issuance: 08-14-2023

Owner: Candler County Board of Commissioners  
 (Name,            1075 East Hiawatha St, Suite A  
 Address) Metter, Georgia 30439

Contractor: Sikes Brothers, Inc.

Owner's Project No.: 23-2035

You are hereby directed to make the following changes in the Contract Documents.

Description: Adding Gas Main Utility relocation into the Base Contract. Previously the City of Statesboro was going to administer the relocation work and bill Candler County. The City of Statesboro has requested that the Gas Relocation be incorporated into the Contract. The City of Statesboro will still oversee and inspect the work. Quotes were obtained from three qualified Gas Subcontractors and the lowest quote was withing approxametily \$2,000 of the City of Statesboro’s Cost estimate. C&H Pipeline, Inc was the low bid and upon review by the City of Statesboro it is recommended to proceed with C&H Pipeline, Inc.

- 4” Natural Gas relocation throughout the project coridor for 1,700 LF per the City of Statesboro’s Relocation Plans and Specifications.

**Total Cost of Change Order: \$ 106,092.88**

C&H Pipeline, Inc. - BID FORM 7-16-2024 – Submitted 08-02-2024	\$104,525.00
Additional 1.5% Bonding cost for Prime Contractor - Sikes	\$1,567.88
<b>Total Project Cost with C&amp;H Pipeline</b>	<b>\$106,092.88</b>

Purpose of Change Order: Gas Main Utility Relocation incorporation into project Contract.

Attachments:


1. C&H Pipeline Quote
2. City of Statesboro Installation and Material Specifications 7-17-2024
3. City of Statesboro Proposed Gas Relocation Plan Markups per Sapp Engineering

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIME:</b>
Original Contract Price <b>\$ 1,179,238.65</b>	Original Contract Time <b>150 days</b>
Previous Change Orders No. <u>0</u> to No. <u>0</u> \$0.00	Net change from previous Change Orders <b>0 days</b>
Contract Price prior to these Change Orders <b>\$ 1,179,238.65</b>	Contract Time prior to these Change Orders <b>0 days</b>
Net Increase (decrease) of this Change Order <b>\$ 106,092.88</b>	Net Increase (decrease) of this Change Order <b>0 days</b>
Contract Price with all approved Change Orders <b>\$ 1,285,331.53</b>	Contract Time with all approved Change Orders <b>150 days</b>

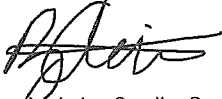
**Accepted by:**

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

**Recommended by:**

  
County Engineer: Daniel Chicola, EMC Engineering Services, Inc Date: 08-14-2024

**Approved by:**

  
County Administrator: Bryan Washeim, Candler County Administrator Date: 8-19-2024

END OF CHANGE ORDER #1

**BID FORM**  
7-16-2024

*Dave Chioda*

PROJECT IDENTIFICATION:

Natural Gas System Expansion – Hiawatha St - Statesboro Georgia

**BASE BID:**

UNIT PRICE BID					
ITEM		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Install 4" PE Gas Main by HDD (includes construction of pipe)	700	LF	35 <sup>00</sup>	24,500 <sup>00</sup>
2	Install 4" PE Gas Main by Open Ditch (includes construction of pipe)	1000	EA	30,000	30,000 <sup>00</sup>
3	Relocate Existing Regulator Station	1	EA	8,500	8,500,00
3	Furnish and install new 2" inlet for relocated regulator station with 2" tap tee and valve at tap tee. Valve and tap tee to be 100 ft from the inlet of the regulator station.	1	EA	14,500	14,500,00
4	Furnish and install new outlet from the relocated regulator station to the new 4" PE installed in line item 1 & 2.	1	EA	11,750	11,750,00
5	Furnish and install 4" short stop and cut and cap existing 4" steel gas main downstream of the new 2" inlet to the relocated regulator station to retire the existing 4" steel gas main replaced by the 4" PE gas main.	1	EA	15,275	15,275
<b>TOTAL BASE BID:</b>					<b>104,525</b>

Method of installation (HDD or Open Ditch) to be approved by the Engineer prior to starting work.

Bidder agrees to furnish equipment and to perform all labor necessary for the construction of: Natural Gas System Expansion – ECO Plastics for the sum of

One hundred four thousand five hundred twenty five Dollars (\$104,525.00).

The above unit and lump sum prices shown shall include all material, labor, bailing, shoring removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

SUBMITTED on August 2, 2024

BIDDER: C & H Pipeline, Inc

By: *Jay Cochran*  
Title: President

IF NO TAP & STOP WE WILL DEDUCT 5,200<sup>00</sup>

Address: PO Box 554  
ROBERTA GA 31078

Phone: 478-972-9209

Seal: (if bid by a Corporation)

**AWARDED SCHEDULE OF VALUES**

**PROJECT TITLE: 2023 TIA EAST HIAWATHA STREET**

**EMC PROJECT NO.: 23-2035**

**CANDLER COUNTY, GEORGIA**

**Prepared For:**

**CANDLER COUNTY BOARD OF COMMISSIONERS**

**EMC Engineering Services, Inc.**

**Statesboro, GA 30458**

**(912) 764-7022**

**www.emc-eng.com**

**DATE: July 1, 2024**

**BASE ROAD QUANTITIES**

NO.	ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	150-1000	TRAFFIC CONTROL	1	LS	\$ 18,250.00	\$18,250.00
2	999-9999	DEWATERING	1	LS	\$ 500.00	\$500.00
3	163-0232	TEMPORARY GRASSING	8	AC	\$ 1,250.00	\$10,000.00
4	163-0240	MULCH (STRAW/HAY)	16	TN	\$ 350.00	\$5,600.00
5	163-0301	CONSTRUCTION EXIT	2	EA	\$ 1,750.00	\$3,500.00
6	163-0527	STONE CHECK DAMS	25	EA	\$ 375.00	\$9,375.00
7	163-0550	INLET PROTECTION (TYPE F)	6	EA	\$ 350.00	\$2,100.00
8	603-2180	STORM OUTLET PROTECTION	1	EA	\$ 500.00	\$500.00
9	171-0010	TEMPORARY SILT FENCE, TYPE A (NON SENSITIVE)	7,700	LF	\$ 2.75	\$21,175.00
10	171-0030	TEMPORARY SILT FENCE, TYPE C (SENSITIVE)	120	LF	\$ 3.75	\$450.00
11	163-0000	SLOPE STABILIZATION	5,750	SY	\$ 2.00	\$11,500.00
12	202-1000	CLEARING AND GRUBBING	2	AC	\$ 3,500.00	\$7,000.00
13	207-0203	FOUNDATION BACKFILL MATERIAL, TYPE II	105	CY	\$ 142.80	\$14,994.00
14	210-0100	GRADING COMPLETE	1	LS	\$ 83,283.75	\$83,283.75
15	310-5060	GR AGGR BASE CRS, INCL MATL & PRIME (6 IN,	2250	TN	\$ 52.50	\$118,125.00
16	310-5040	GR AGGR BASE CRS, INCL MATL & PRIME (4 IN,	50	TN	\$ 75.00	\$3,750.00
17	402-3113	REC ASPH CONC 12.5 MM SP, GP 1 / 2, INCL BITUM MATL & LIME (220-LB/SY)	780	TN	\$ 120.00	\$93,600.00
18	402-3113	REC ASPH CONC 12.5 MM SP, GP 1 / 2, INCL BITUM MATL & LIME (165-LB/SY)	50	TN	\$ 120.00	\$6,000.00
19	413-1000	BITUMINOUS TACK COAT	100	GL	\$ 3.50	\$350.00
20	999-9999	18" STD CURB & GUTTER	1750	LF	\$ 22.25	\$38,937.50
21	500-3002	CLASS AA CONCRETE (FLUME, 8 IN)	5	SY	\$ 247.50	\$1,237.50
22	441-4030	CONCRETE VALLEY GUTTER, 8 IN	15	SY	\$ 104.50	\$1,567.50
23	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10, RCP	167	LF	\$ 105.00	\$17,535.00
24	550-5300	STORM DRAIN PIPE, 30 IN, H 1-10, RCP	481	LF	\$ 152.25	\$73,232.25
25	550-5600	STORM DRAIN PIPE, 60 IN, H 1-10, RCP	206	LF	\$ 472.50	\$97,335.00
26	550-4218	FLARED END SECTION, 18 IN, CONCRETE	4	EA	\$ 1,312.50	\$5,250.00
27	550-4230	FLARED END SECTION, 30 IN, CONCRETE	1	EA	\$ 2,100.00	\$2,100.00
28	500-3800	CLASS A CONCRETE, INCL REINF STEEL (HEADWALL 1125 - APRON MOD TO 10')	21.04	CY	\$ 2,205.00	\$46,393.20
29	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	20	SF	\$ 30.80	\$616.00
30	636-2070	GALV STEEL POSTS, TP 7	56	LF	\$ 11.00	\$616.00
31	668-4300	STORM MANHOLE (GASTD 1011A)	1	EA	\$ 6,142.50	\$6,142.50
32	668-1200	DOUBLE WING CURB INLET (GASTD 1034D)	2	EA	\$ 5,775.00	\$11,550.00
33	668-1200	SINGLE WING CURB INLET (GASTD 1033D)	2	EA	\$ 5,145.00	\$10,290.00
34	668-2200	WIER INLET	2	EA	\$ 5,712.00	\$11,424.00
35	603-2180	STN DUMPED RIP RAP, TP 3, 12 IN	400	SY	\$ 48.00	\$19,200.00
36	603-7000	PLASTIC FILTER FABRIC - WOVEN 200LB TENSILE ALL NON WOVEN FILTER FABRIC - 8 OZ/SY - ABOVE	400	SY	\$ 5.00	\$2,000.00
37	603-7001	FOUNDATION BACKFILL	120	SY	\$ 12.10	\$1,452.00
38	670-9710	REPLACE/RELOCATE EXISTING FIRE HYDRANT (M&H HYDRANT -5-1/4 CONNECT)	5	EA	\$ 6,457.50	\$32,287.50
39	652-2501	SOLID TRAFFIC STRIPE, 5 IN, WHITE	1.05	LM	\$ 1,250.00	\$1,312.50
40	652-2502	SOLID TRAFFIC STRIPE, 5 IN, YELLOW, DOUBLE	1.05	LM	\$ 1,250.00	\$1,312.50
41	653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE	1	EA	\$ 350.00	\$350.00
42	700-6910	PERMANENT GRASSING	3.5	AC	\$ 3,000.00	\$10,500.00
43	700-7000	AGRICULTURAL LIME	6	TN	\$ 120.00	\$720.00
44	700-8000	FERTILIZER MIXED GRADE	2	TN	\$ 900.00	\$1,800.00
45	999-1000	CONSTRUCTION STAKING	1	LS	\$ 10,000.00	\$10,000.00
46	999-2000	CONSTRUCTION MATERIAL TESTING	1	LS	\$ 6,500.00	\$6,500.00
<b>BASE ROAD TOTAL</b>						<b>\$821,713.70</b>

ADD ALTERNATE #1						
NO.	ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
47	654-1001	RAISED PAVEMENT MARKERS, TP 1 (RAISED REFLECTIVE)	277	EA	\$ 5.50	\$ 1,523.50
<b>ADD ALTERNATE TOTAL</b>						<b>\$1,523.50</b>
UTILITY RELOCATIONS						
ADD ALTERNATE #2						
NO.	ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
48	001-5000	LOWER 10" PVC WATERMAIN (C900) (IF IN CONFLICT)	1505	LF	\$ 47.25	\$ 71,111.25
49	001-5000	INSTALL 10" PVC WATERMAIN (C900) AROUND PROPOSED STORM STRUCTURES	150	LF	\$ 105.00	\$ 15,750.00
ADD ALTERNATE #3						
NO.	ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
50	001-5000	4" (DR11) PVC FORCEMAIN (INCLUDES AIR RELEASE VALV	1952	LF	\$ 38.85	\$ 75,835.20
51	001-5000	4" (DR11) PVC FORCEMAIN STUB TO FUTURE DEVELOPMENT PROPERTY	80	LF	\$ 29.40	\$ 2,352.00
52	001-5000	4" FUSEABLE PVC FORCEMAIN DIRECTIONAL DRILLED NEAR POND BANK	580	LF	\$ 63.00	\$ 36,540.00
53	001-5000	ABANDON EXISTING FORCEMAIN LINE AND FILL WITH FLOWABLE FILL	2503	LF	\$ 4.75	\$ 11,889.25
<b>UTILITY RELOCATIONS TOTAL</b>						<b>\$213,477.70</b>
<b>TOTAL (INCLUDING ADD ALTERNATES)</b>						<b>\$1,036,714.90</b>
Additional Paving - E. Hiawatha Overlay (3,290 LF x 24' Wide)						
NO.	ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	150-1000	TRAFFIC CONTROL & ADDITIONAL BOND	1	LS	\$ 7,500.00	\$7,500.00
2	210-9999	BACK UP PAVEMENT - DRESSING NO FILL IMPORT	0.65	LM	\$ 10,000.00	\$6,500.00
3	402-3113A	REC ASPH CONC LEVEL 9.5 MM SP, GP 1 / 2, INCL BITUM MATL & LIME (70-LB/SY)	295	TN	\$ 122.75	\$36,211.25
4	402-3113	REC ASPH CONC 12.5 MM SP, GP 1 / 2, INCL BITUM MATL & LIME (165-LB/SY)	725	TN	\$ 120.00	\$87,000.00
5	413-1000	BITUMINOUS TACK COAT	525	GL	\$ 3.50	\$1,837.50
6	652-2501	SOLID TRAFFIC STRIPE, 5 IN, WHITE	1.25	LM	\$ 1,250.00	\$1,562.50
7	652-2502	SOLID TRAFFIC STRIPE, 5 IN, YELLOW, DOUBLE	1.25	LM	\$ 1,250.00	\$1,562.50
8	653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE (STOP BAR)	1	EA	\$ 350.00	\$350.00
<b>ADDITIONAL OVERLAY TOTAL</b>						<b>\$142,523.75</b>
<b>GRAND TOTAL (INCLUDING ADD ALTERNATES)</b>						<b>\$1,179,238.65</b>



<b>To:</b>	Candler County Board Of Commissioners	<b>Contact:</b>	
<b>Address:</b>	1075 East Hiawatha Street Metter, GA 30439 UNITED STATES	<b>Phone:</b>	
		<b>Fax:</b>	
<b>Project Name:</b>	24059 - E Hiawatha Additional Paving	<b>Bid Number:</b>	
<b>Project Location:</b>	Metter, GA, Metter, GA	<b>Bid Date:</b>	7/15/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0010	Traffic Control And Additional Bond	1.00	LS	\$7,500.00	\$7,500.00
0020	Grading Complete - Dressing No Fill Import Or Grassing	0.65	LS	\$10,000.00	\$6,500.00
0030	REC Asphalt Level 9.5mm W/ Lime 70lb/sy	295.00	TON	\$122.75	\$36,211.25
0040	REC Asphalt 12.5mm W/ Lime 165lb/sy	725.00	TON	\$120.00	\$87,000.00
0050	Bituminous Tack Coat	525.00	GAL	\$3.50	\$1,837.50
0060	SOLID TRAFFIC STRIPE 5IN WHITE	1.25	LMI	\$1,250.00	\$1,562.50
0070	SOLID TRAFFIC STRIPE 5IN YELLOW DOUBLE	1.25	LMI	\$1,250.00	\$1,562.50
0080	Thermoplastic Solid Traffic Stripe 24in White Stop Bar	1.00	EACH	\$350.00	\$350.00

**Total Bid Price: \$142,523.75**

**NOTICE TO PROCEED**

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

Project: 2023 TIA Hiawatha Street Paving Project

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete the WORK within 150 consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_.

The Candler County Board of Commissioners

By \_\_\_\_\_

Title Glyn Thrift, Chairman

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2024

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_



# GENERAL CONDITIONS

1. Definitions
2. Additional Instructions & Detail Drawings
3. Schedules, Reports & Records
4. Drawings & Specifications
5. Shop Drawings
6. Materials, Services & Facilities
7. Inspection & Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion & Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of -Way
29. Guarantee
30. Arbitration
31. Taxes

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 **ADDENDA-** Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS. DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 **BID-** The offer or proposal or the BIDDER submitted on the prescribed form setting forth the prices for the-WORK to be performed.

1.4 **BIDDER-** Any person, firm or corporation submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.5 **BONDS-** Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surely in accordance with the CONTRACT DOCUMENTS.

1.6 **CHANGE ORDER-** A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 **CONTRACT DOCUMENTS-** The contract, including Advertisement for Bids, Information for Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS & ADDENDA.

1.8 **CONTRACT PRICE-**The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 **CONTRACT TIME-** The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 **CONTRACTOR-**The person, firm or corporation with whom the OWNER has executed the Agreement.

1.11 **DRAWINGS-** The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 **ENGINEER-** The person, firm or corporation named as such in the CONTRACT DOCUMENTS.

1.13 **FIELD ORDER-** A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 **NOTICE OF AWARD-**The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 **NOTICE TO PROCEED-** Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 **OWNER-** A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 **PROJECT-**The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 **RESIDENT PROJECT REPRESENTATIVE-**The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 **SHOP DRAWINGS-** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, or SUPPLIER or distributor, which illustrate how specific portions or the WORK shall be fabricated or installed.

1.20 **SPECIFICATIONS-** A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 **SUBCONTRACTOR-**An individual, firm or corporation having a direct contract with the CONTRACTOR or with any

other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION- That date as certified by the ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS so that the PROJECT or specified part can be utilized for the purpose for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS- Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER- Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK- All labor necessary to produce the construction required by the CONTRACT DOCUMENTS and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE- Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

## 2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings by the ENGINEER as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

## 3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, estimated date of completion of each part and as applicable:

3.2.1 The dates at which special detail drawings will be required.

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

## 4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

## 5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

## 6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

## 7 INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACTOR DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspection, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

7.8 In the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

## 8 SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. If the CONTRACTOR wishes to substitute any specific item, that item is subject to review and approval by the ENGINEER, and must be submitted for review at least 7 days before BID DATE, or may be subject to denial by ENGINEER. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE, or CONTRACT TIME.

## 9 PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits of claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

## 10 SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of

benchmarks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

## 11 PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of the be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

## 12 SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

## 13 CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by the CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER, unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

## 14 CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order or precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual

cost of the WORK to cover the cost of general overhead and profit.

## 15 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER, the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority, or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

## 16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and reexecute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

## 17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

## 18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of

the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time specified in the CONTRACT DOCUMENTS, or if no time is specified, within reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

## 19. PAYMENTS TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial

payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5%) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment, which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of all WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material, men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies,

incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

## 20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

## 21. INSURANCE

21.1 INSURANCE: Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000 per occurrence, and property damage with limits of no less than \$1,000,000 per occurrence; and (b) commercial automobile liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000 per occurrence, and property damage with limits of no less than \$1,000,000 per accident (c) statutory worker's compensation insurance, including \$1,000,000 employer's liability insurance (d) employee dishonesty and/or crimes coverage with respect to personnel of Contractor having access to County buildings, with limits of no less than \$50,000 per occurrence. All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon request, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as previously specified.

21.3.2 the CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

## 22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to



transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal BONDS" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form an sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

### 23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, of his obligations hereunder, without written consent of the other party.

### 24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from: and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

### 25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his

WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entities him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

### 26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall no award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

### 27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions,

which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

## 28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information, which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

## 29. GUARANTY

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

## 30. ARBITRATION

30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the

Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

30.2 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question, which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

## 31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.