

**STANDARD FORM OF AGREEMENT  
BETWEEN CITY AND CONTRACTOR**

**THIS AGREEMENT** made this 13th day of April, 2017, by and between the **CITY OF CANTON** (hereinafter called **CITY**) and Bartow Paving Company, Inc. (hereinafter called **CONTRACTOR**).

**WITNESSETH:**

The **CITY** and the **CONTRACTOR** in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The undersigned **CONTRACTOR** hereby represents that he has carefully examined all Contract documents, and will perform the contractual requirements pursuant to all covenants and conditions.
2. The **CONTRACTOR**, as evidenced by the execution of this contract, acknowledges that it has examined the physical characteristics of the job requirements. The **CONTRACTOR** further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contracts requirements.
3. The contract between the **CITY** and the **CONTRACTOR** include the following documents which are attached hereto and incorporated herein by reference of the following:

<b>CONTRACT DOCUMENT (S)</b>	<b>PAGE NUMBERS</b>
Standard Form of Agreement .....	<u>16-18</u>
Corporate Acknowledgment .....	<u>19</u>
Corporate Certificate .....	<u>20</u>
Insurance Requirements .....	<u>6, APP e,f,g</u>
Specifications/Installation .....	<u>6-10</u>
Proposal (Schedule of Pricing/Bid Form) .....	<u>12-15</u>
Warranty .....	<u>11,18</u>
Bid Bond.....	<u>4-5 APP a,b,d</u>
Performance Bond.....	<u>4-5,13-14 APP c,d</u>
Contractor's E-Verify Affidavit.....	<u>21</u>
GDOT Title-VI.....	<u>22</u>

Addenda numbers 1 to 3, inclusive, and any modifications, including Change Orders, duly delivered after execution of this Agreement.

4. The term of this contract shall commence upon execution of this agreement by both parties. **CONTRACTOR** shall have 90 days to complete the project.

5. This agreement shall be governed by the laws of the State of Georgia as now and hereafter in force. The venue for actions arising out of this agreement shall be Cherokee County, Georgia.

6. All notices, requests, demands, and other given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to CITY: 2525 Ridge Road  
Canton, GA 30114  
Attn: Merrick McClure

As to CONTRACTOR:  
Bartow Paving Company, Inc.  
P.O. Box 2045  
Cartersville, GA 30120

7. The **CONTRACTOR** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this contract and, specifically, the **CONTRACTOR** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.

8. The **CITY** and the **CONTRACTOR** each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

9. In consideration of ten dollars (\$10.00) and other valuable consideration, the **CONTRACTOR** shall defend, indemnify and save harmless the **CITY**, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the **CITY**), recklessness or intentional wrongful misconduct of the **CONTRACTOR** and any persons employed or utilized by the **CONTRACTOR** in the performance of this Project. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the **CONTRACTOR**, his subcontractors, agents, servants or employees. **CONTRACTOR** further agrees to defend, indemnify and save harmless the **CITY** from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the **CITY** on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the **CITY** for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the **CONTRACTOR** to defend at his own expense or to provide for such defense, at the **CITY'S** option, any and all claims or liability and all suits and actions of every name and description that may be brought against the **CITY** which may result from the operations and activities under this Contract whether the construction operations be performed by the **CONTRACTOR**, his subcontractor or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

The **CITY** will pay to the **CONTRACTOR** the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Furthermore, the **CONTRACTOR** acknowledges that the bid price includes said consideration for the indemnification provision.

10. This Agreement shall be considered null and void unless signed by both the **CONTRACTOR** and the **CITY**.

11. **CONTRACTOR** hereby agrees to the warranty provisions as attached hereto and agrees to warrant the installation and product for a period of 1 year.

12. The contract documents constitute the entire agreement between the **CITY** and the **CONTRACTOR** and may only be altered, amended or repealed by a duly executed written instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, the day and year first above written.

ATTEST:

CITY OF CANTON, GEORGIA

\_\_\_\_\_  
City Clerk

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

Approved as to form:

\_\_\_\_\_  
City Attorney

WITNESS:

Brian Bullock

Brian Bullock, Sr. Estimator/ Project Manager  
(Print or type name and title)

CONTRACTOR:

BY: George E. Shropshire, III

George E. Shropshire, III, President  
(Print or type name and title)

(SEAL)

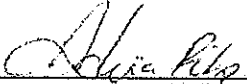
**CORPORATE ACKNOWLEDGMENT**

STATE OF GEORGIA

COUNTY OF BARTOW

The foregoing instrument was acknowledged before me this 13th day of  
April, 20 17, by George E. Shropshire, III, President (name of officer  
or agent, title of officer or agent), of Bartow Paving Company, Inc. (state or  
place of incorporation) corporation, on behalf of the corporation.

He/She is (personally known to me) (or has produced identification) and has used  
his/her Driver's License (type of identification) as  
identification.

  
\_\_\_\_\_  
Signature of Person Taking  
Acknowledgment

ADRIANA FILIP  
\_\_\_\_\_  
Name of Acknowledger Typed,  
Printed or Stamped

**CERTIFICATE**  
**(If Corporation)**

STATE OF GEORGIA )  
 ) SS  
COUNTY OF BARTOW )  
\_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Board of Directors of Barlow Paving Company, Inc., a corporation under the laws of the State of Georgia, held on April 13th, 2017, the following resolution was duly passed and adopted:

"RESOLVED", that George L. Shropshire, III, as President of the corporation, he/she is hereby authorized to execute the Agreement dated April 13th, 2017, between the City of Canton, Georgia and this corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 13th day of April, 2017.

(Secretary)

(Seal)

**Contractor's E-Verify Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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

149803

Federal Work Authorization User Identification Number

11/03/2009

Date of Authorization

BARTOW PAVING COMPANY, INC.

Name of Contractor

2017 LMIG

Name of Project

CITY OF CANTON, GA

Name of Public Employer

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

Executed on MARCH 14, 2017 in CARTERSVILLE, GA (city), \_\_\_\_\_ (state).

Brian Bullock

Signature of Authorized Officer or Agent

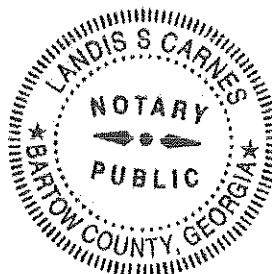
BRIAN BULLOCK, SR. ESTIMATOR

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 14th DAY OF MARCH, 2017.

Landis S. Carnes  
NOTARY PUBLIC

Landis S. Carnes  
Notary Public, Bartow County, GA  
My Commission Expires November 5, 2020



My Commission Expires: \_\_\_\_\_

## GDOT, Title-VI, REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (Hereinafter referred to as the "Contractor"), agree as follows:

1. Compliance with Regulations

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

2. Nondiscrimination

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

3. Solicitations for Subcontractors, including Procurement of Materials and Equipment

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

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, other sources of information and its facilities as may be determined by the (Recipient) or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the (Recipient), or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limit to:

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

6. Incorporation of Provisions

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

The Contractor shall take such action with respect to any subcontractor or procurement as the (Recipient) or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the (Recipient) enter into such litigation to protect the interests of the state, and in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.



*Brian Bullock*

BRIAN BULLOCK, SR. ESTIMATOR  
BARTOW PAVING COMPANY, INC.

**2017 LMIG Street Repairs - ADDENDUM #1**

Re-Surfacing/Striping  
Project No. 20170314, RFP17-3  
February 24, 2017

For all questions about this RFP addendum Contact:  
Merrick McClure, Operations Manager  
(770) 720-7674 or [merrick.mcclure@canton-georgia.com](mailto:merrick.mcclure@canton-georgia.com)

This Addendum hereby amends and/or clarifies the above-referenced RFP as deemed appropriate by the Director of Public Works. The following is a list of questions and answers posed by potential bidders for the project:

- I have noticed that this project is being bid as Lump Sum for each bid item but then on page 10 #14 bullet 4 you tell us that additional scope of work may be included based on the unit prices provided by the Contractor. How will this work if all of your bid items are Lump Sum? Page 10 #14 bullet 4 has been revised to state "lump sums."
- For each street bullet 4 & 5 tell us that Sewer Lid & Frames and Water/Gas Riser shall be adjusted or "replaced if necessary". Who determines if the replacement work is necessary? Should we just figure on replacing all Sewer Manhole Lid & Frames as well as all Water/Gas Risers? The Contractor will determine if any replacements are necessary. For example: A few of the roads have grated storm inlets that are in need of replacement to achieve a level passable surface. If no sewer manhole lids or water/gas risers are in need of replacement, be aware that any damages to these structures will be Contractor responsibility to replace/repair.
- I'm a little puzzled by something, if on each street we are milling 1.5" deep and then we are putting back 1.5" of 9.5mm Tp 2, returning to the same elevations we started at, why do any Sewer Manholes, Gas Valves or Water Valves need to be adjusted? Evaluate current conditions to determine if the mentioned structures will need to be adjusted to finish grade of asphalt overlay.
- If all of the new pavement markings are Thermo, as the bid item states, do you expect the Contractor to temporarily paint everything back after paving is completed then allow the asphalt to cure out 30-45 days before the final Thermoplastic Pavement Markings are installed? Keep in mind that any pavement markings placed on fresh asphalt will fade due to the asphalt not being fully cured, this curing process takes 30-45 days. Yes.



- Is the PreBid Meeting “Mandatory” or just “Suggested”? I assume that if it is “Suggested” that we can still submit a bid for the project if we don’t attend the meeting? Suggested and yes bids will still be accepted per the guidelines for submission.

- For West South Street your Aerial Map shows a red line that is much longer than the 850 LF listed on page 10. According to Google Earth Pro if we measure West South Street from Killian St around to E. Killian St/Scott Mill Rd that distance is about 1,795 LF +/-, which is what your Aerial Map with the red line shows. So which is the correct length for West South Street, the 850 LF listed on page 10 or the Aerial Map with the Red Line 1,795 LF +/-? New maps are provided to match current linear feet.

- Should we price all work scope for all Streets based on the Lengths that you have provided on pages 6-10 for each street or should we use Begin and End points for each street and come up with our own lengths? If we are using something other than the lengths you have provided then could you please define the exact Begin and End point for each Street so that we can measure them? Bids should reflect the inventory of linear feet and aerial maps provided that indicate a beginning and end.

- Bid Item 3 Catch Basin Repair – Lump Sum, I did not see this work scope described for any of the Streets. How are we to bid this item of work if we don’t know what you want done to each Catch Basin or if we don’t know how many Catch Basins need to be repaired? Please clarify what your intent is for this bid items scope as well as how many Catch Basins Repairs you expect the Contractor to include in the bid. Bid Form line item for “CATCH BASIN REPAIR” has been removed.

- On Page 10 you tell us the Contractor will be paid based on the Unit Prices, however there are no Unit Prices just several Lump Sum prices. Will you be changing the bid form so that we will provide Unit Prices or is this a Lump Sum for each bid item listed with each item being paid out at 100%? Under Measure of Payment on page 10 has been revised to state “lump sum.”

- What is your expected Notice to Proceed date for this project? Bids should be presented to Mayor and Council and a vote should take place at the April 20, 2017 work session. Per the RFP page 5-6 all bids will remain subject to acceptance for 90 days after the date of the bid opening.

ACKNOWLEDGEMENT BY:

*Brian Bullock*

BRIAN BULLOCK, SR. ESTIMATOR  
BARTOW PAVING COMPANY, INC.



**2017 LMIG Street Repairs - ADDENDUM #2**

Re-Surfacing/Striping

Project No. 20170314, RFP17-3

March 3<sup>rd</sup>, 2017

For all questions about this RFP addendum Contact:

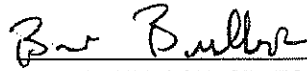
Merrick McClure, Operations Manager

(770) 720-7674 or [merrick.mcclure@canton-georgia.com](mailto:merrick.mcclure@canton-georgia.com)

This Addendum hereby amends and/or clarifies the above-referenced RFP as deemed appropriate by the Director of Public Works. The following is a list of questions and answers posed by potential bidders for the project:

- For Scott Mill Rd you tell us 1,836 LF, however when we use your new aerial map (Hickory Flat Hwy to W South St) and plot it on Google Earth we come up with 2,767 LF. Should the bid be based on the 1,836 LF you show in the narrative or do you want to pave from Hickory Flat Hwy to W South Ct like the map shows, which is 2,767 LF? Bids should essentially be based on the aerial maps provided.
- In the 2<sup>nd</sup> Question you tell us that the Contractor is to replace or adjust Sewer Manholes and Water/Gas Valves. But then you also tell us that some Storm Drain Drop Inlets need to be adjusted. This something new. How do you plan to pay for Storm Drain Drop Inlet adjustments and replacements? Inserted Bid Form line item #5 "CATCH BASIN REPAIR" and included a quantity.
- After spending a couple of hours on Friday measuring & evaluating the roads we were not able to find any "White Paint Markings" for the Patching. Will the City please provide the measurements for the Patching since it is not marked on the roads? Full Depth Deep Patch Min. 4" has been removed from the Bid Form line item.
- Pre-bid meeting topic: Request was made to include exact striping each road. Under "Scope of Work," all thermoplastic striping details have been included of what will be required for each road.

ACKNOWLEDGEMENT BY:



BRIAN BULLOCK, SR. ESTIMATOR  
BARTOW PAVING COMPANY, INC.



**2017 LMIG Street Repairs - ADDENDUM #3**

**Re-Surfacing/Striping**

**Project No. 20170314, RFP17-3**

**March 6<sup>th</sup>, 2017**

**For all questions about this RFP addendum Contact:**

**Merrick McClure, Operations Manager**

**(770) 720-7674 or [merrick.mcclure@canton-georgia.com](mailto:merrick.mcclure@canton-georgia.com)**

This Addendum hereby amends and/or clarifies the above-referenced RFP as deemed appropriate by the Director of Public Works. This will be the last Addendum processed to allow adequate time to bid. The following is a list of questions and answers posed by potential bidders for the project:

- You have added a bid item for Catch Basin Repair (Est Qty 10 but Unit of Measure LS) Is this item of work going to be priced as a Lump Sum with the Contractor including the costs to fix 10 or are you looking for a per Each Unit Cost? **The City has requested a lump sum for the Bid Line Item #5 for 10 Catch Basin Repairs.**
  
- At the Pre-Bid Meeting you mentioned Adjusting SS Manholes & Gas/Water Valves. How many of these should we include in the respective Lump Sum prices? Your PreBid comments regarding these items were somewhat confusing regarding what would or would not need to be fixed and or adjusted. Our suggestion would be to establish a bid item per Each and pay for these on an individual basis then the City will only pay for the ones that you actually want adjusted and or "fixed"? Or tell us how many adjustments you want in each of the Lump Sum prices so that everyone is bidding on the same scope and or number of adjustments. **The City has requested per the Bid Form line item #3 and #4 for the contractor(s) to field verify the quantity for each and provide a lump sum price to repair/bring to grade if adjustments are needed.**
  
- At the PreBid Meeting you mentioned that the City forces would perform all patching. Can you please confirm in an Addendum that the Contractor will not have to mobilize to the project until the City has completed all of the patching on all of the roads first, this will allow the Contractor to come in once, perform the work in the contractor and then leave and not have to constantly move in and out? **The City concurs that the mobilization will begin once the City completes the patching.**

- Can you confirm that the 1 Year Warranty will only be for the work performed in the Contract scope and that the Contractor will not be held responsible for surface failures to the new pavement that are a result of the underlying roadway being substandard and not being fixed properly prior to the milling and placement of the new surface? We are extremely concerned that we will perform the paving correctly only to be held responsible for failures that are a result of the underlying road not being properly prepared or patched for a new surface layer. **As per the contract, a one year maintenance period is required on all workmanship.**



PO Box 2045 | Cartersville, GA 30120-2951 | [www.bartowpaving.com](http://www.bartowpaving.com)

[info@bartowpaving.com](mailto:info@bartowpaving.com) | P: (770) 382-2025 | F: (770) 387-1309

#### OFFICERS:

**Mr. G.E. Shropshire, III, President**  
39 Cassville Road  
Cartersville, Georgia 30120  
Cell: (770) 387-6749  
Years with Company: 03/26/1990  
Years in Industry: 26

[chip@bartowpaving.com](mailto:chip@bartowpaving.com)

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**Mr. Andrew Shropshire, Chief Operating Officer**  
2 Virginia Circle, SW  
Rome, Georgia 30161  
Cell: (770) 655-3131  
Years with Company: 07/12/1993  
Years in Industry: 23

[andy@bartowpaving.com](mailto:andy@bartowpaving.com)

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**Mr. John (Sam) Shropshire, Executive Vice President**  
143 Lucas Road  
Cartersville, Georgia 30120  
Cell: (404) 401-0336  
Years with Company: 06/04/1990  
Years in Industry: 26

[sam@bartowpaving.com](mailto:sam@bartowpaving.com)

#### FIELD PERSONNEL:

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**Mr. David White, Pre-Construction Director**  
Cell: (404) 394-5359  
Years with Company: 02/06/2017  
Years in Industry: 26

[dwhite@bartowpaving.com](mailto:dwhite@bartowpaving.com)

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**Mr. Brian Bullock, Sr. Estimator / Project Manager**  
Cell: (678) 988-0084  
Years with Company: 03/12/2007  
Years in Industry: 12

[brian@bartowpaving.com](mailto:brian@bartowpaving.com)

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**Mr. Clay Mooney, Project Manager**  
Cell: (770) 655-0000  
Years with Company: 08/04/2010  
Years in Industry: 6

[clay@bartowpaving.com](mailto:clay@bartowpaving.com)

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**Mr. Curtis Bowman, General Superintendent**  
Cell: (770) 387-6414  
Years with Company: 09/02/2014  
Years in Industry: 32

[curtis@bartowpaving.com](mailto:curtis@bartowpaving.com)

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**Mr. David Lindsay, Superintendent**  
Cell: (678) 848-7404  
Years with Company: 08/10/2015  
Years in Industry: 10

[dlindsay@bartowpaving.com](mailto:dlindsay@bartowpaving.com)

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**Mr. Glenn Pope, Paving Superintendent**  
Cell: (470) 334-8525  
Years with Company: 3  
Years in Industry: 39

[glenn@bartowpaving.com](mailto:glenn@bartowpaving.com)



PO Box 2045 | Cartersville, GA 30120-2951 | [www.bartowpaving.com](http://www.bartowpaving.com)

[info@bartowpaving.com](mailto:info@bartowpaving.com) | P: (770) 382-2025 | F: (770) 387-1309

### General Credit Information

Physical Address: 1055 Rowland Springs Rd.  
Cartersville, GA 30121

Mailing Address: PO Box 2045  
Cartersville, GA 30120

President: George (Chip) Shropshire, III  
39 Cassville Rd.  
Cartersville, GA 30120

Federal ID #: 58-0833201

DUNS #: 03-362-0337

Date Established: February 18, 1950

Bank Reference: Danielle Graham, Asst. Vice President  
GB&T  
323 East Church Street  
Cartersville, GA 30120  
(678) 721-7311  
Account #: 1000158547181

Trade References: C.W. Matthews Contracting Co., Inc.  
Jean Ellis  
PO Drawer 970  
Marietta, GA 30061  
(770) 422-7520

Wex Bank  
PO Box 6293  
Carol Stream, IL 60197  
(866) 544-1715

Enterprise Oil Company  
Lee Hamby  
PO Box 1955  
Cartersville, GA 30162  
(770) 387-9724



8358 Main Street  
Woodstock, GA 30188

(o) 770.592.3132  
(f) 770.592.9190

[www.foundersins.com](http://www.foundersins.com)

February 2, 2017

**RE: Bartow Paving Company, Inc.**

To Whom It May Concern:

We are privileged to provide Performance and Payment bonds on behalf of Bartow Paving Company, Inc.

Their present surety company is Philadelphia Indemnity Insurance Company. Philadelphia Indemnity Insurance Company has issued a formal line of credit for our use in servicing the normal surety requirements of Bartow Paving in the amount of \$7,000,000.00 single and \$25,000,000 aggregate. This is by no means an indication of the maximum surety credit available to Bartow Paving, but rather a working line of credit to handle their normal needs. Philadelphia Indemnity Insurance Company has a A.M. Best Rating of A++(XV).

If Bartow Paving is successful in their negotiations with you and enters into a mutually acceptable contract, we do not anticipate any problems in furnishing Performance and Payment bonds. Of course, this will be subject to Philadelphia Indemnity Insurance Company's normal underwriting review and acceptable bond forms.

If you need additional information, please give me a call.

Sincerely yours,

**FOUNDERS INSURANCE GROUP, LLC**

*Marvala Erinkitola*

Marvala Erinkitola, Attorney-In-Fact

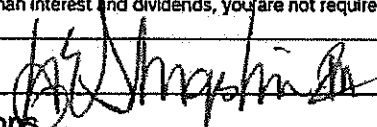
APP c

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>BARTOW PAVING COMPANY, INC.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Vestate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>1055 ROWLAND SPRINGS ROAD</b>	
	6 City, state, and ZIP code <b>CARTERSVILLE, GEORGIA 30120</b>	
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
Note. If the account is in more than one name, see the Instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	
Social security number [ ][ ]-[ ][ ]-[ ][ ][ ][ ][ ][ ] OR Employer identification number [5][8]-[0][8][3][3][2][0][1]	

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ 
Date ▶ 03/14/17	

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



# Occupational Tax Certificate

## City of Cartersville, Georgia



Business Information:

BARTOW PAVING CO  
PO BOX 2045  
CARTERSVILLE, GA 30120

Certificate Number  
OTC-000001804

**Business Address:** 1055 ROWLAND SPRINGS RD SE

**Business Type:** PAVING CONTRACTOR  
**Customer Number:** 142573

**Certificate Issued To:** GEORGE E SHROPSHIRE

**Certificate Amount:** \$ 405.00

**This Certificate is valid through:** December 31, 2017

**Date Issued:** January 10, 2017

A handwritten signature in cursive script, reading "Randy Manning".

Director of Planning and Development

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE  
REVOKED FOR CAUSE.**

MISC00000894725

DRUG-FREE

# Certification

Bartow Paving Company, Inc.

Has Been Certified As A

## DRUG-FREE WORK PLACE

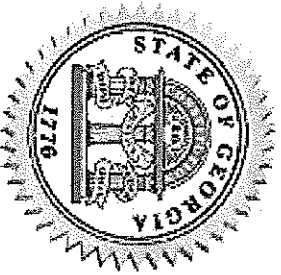
And Is Awarded this Certificate By The State Board of Workers' Compensation

This Day of

May 02, 2016

And Expires

May 02, 2017



CHAIRMAN

*[Signature]*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/28/2016

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

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

<b>PRODUCER</b> Cobbs Allen 115 Office Park Drive, Suite 200 Birmingham AL 35223		<b>CONTACT NAME:</b> Kathy A. Cranford, CIC <b>PHONE (A/C, No, Ext):</b> 205-874-1296 <b>FAX (A/C, No):</b> 205-414-8105 <b>E-MAIL ADDRESS:</b> kcranford@cobbsallen.com		
<b>INSURED</b> Bartow Paving Company, Inc. P.O. Box 2045 Cartersville GA 30120		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Travelers Insurance Company		36137
		<b>INSURER B:</b> Arch Insurance Company		11150
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		

## COVERAGES

CERTIFICATE NUMBER: 1400002431

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
B	<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:			ZAGL89215800	10/1/2016	10/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>			ZACAT9238000	10/1/2016	10/1/2017	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 checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000			ZUP41M5836016NF	6/1/2016	10/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ZAWCI9381900	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

General Liability -  
- Blanket Additional Insured if required by written contract  
- Blanket Waiver of Subrogation if required by written contract  
- 60 Day Notice of Cancellation if required by written contract  
- Primary and Non-Contributory if required by written contract

See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

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

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ACORD 25 (2014/01)

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APP e



# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Cobbs Allen		NAMED INSURED Bartow Paving Company, Inc. P.O. Box 2045 Cartersville GA 30120
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

### **Automobile Liability -**

- Blanket Additional Insured if required by written contract
- Blanket Waiver of Subrogation if required by written contract
- 60 Day Notice of Cancellation if required by written contract
- Primary and Non-Contributory if required by written contract

### **Workers' Compensation -**

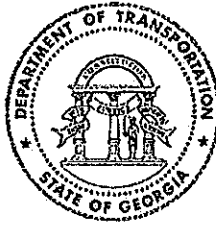
- Broad Form - All States
- Blanket Waiver of Subrogation if required by written contract
- 60 Day Notice of Cancellation if required by written contract

### **Umbrella**

- Follow Form GL, Auto and Work Comp
- Blanket Waiver of Subrogation if required by written contract
- 30 Day Notice of Cancellation if required by written contract
- Primary basis or Primary and Non-contributory if required by written contract or agreement

APDF

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

November 30, 2016

**CERTIFICATE OF QUALIFICATION**  
**Vendor ID: 2BA780**

Bartow Paving Company, Inc.  
P. O. Box 2045  
Cartersville, GA 30120

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

**MAXIMUM CAPACITY RATING**

**\$34,900,000**

**CERTIFICATE EXPIRES**

**November 30, 2018**

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Marc Mastronardi", is written over a horizontal line.

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

MM:ASB

APP 9



PO Box 2045 | Cartersville, GA 30120-2951 | [www.bartowpaving.com](http://www.bartowpaving.com)

[info@bartowpaving.com](mailto:info@bartowpaving.com) | P: (770) 382-2025 | F: (770) 387-1309

**References:**

Mr. John Henderson [john.henderson@johnscreekga.gov](mailto:john.henderson@johnscreekga.gov)  
CITY OF JOHNS CREEK, GA  
12000 Findley Road, Suite 400  
Johns Creek, Georgia 30097  
Phone: (678) 512-3233

Project: JOHNS CREEK, 2016 RESURFACING PROJECT  
AREA #1, #2, #3 and MAIN ROADS  
Contract Amount: \$5,983,648.18  
Completed: IN PROGRESS  
Architect/Engineer: NONE

Mr. Wilburn Debord [Wilburn.debord@cherokee.k12.ga.us](mailto:Wilburn.debord@cherokee.k12.ga.us)  
CHEROKEE COUNTY BOARD OF COMMISSIONERS  
1130 Bluffs Parkway  
Canton, Georgia 30114  
Phone: 678-858-0521

Project: CHEROKEE COUNTY, PROJECT #62090  
EAST CHEROKEE DR @ DEAN RUSK MS  
Contract Amount: \$1,127,040.24  
Completed: IN PROGRESS  
Architect/Engineer: POND ARCHITECTS

Mr. Yared Altaye [yaltaye@kennesaw-ga.gov](mailto:yaltaye@kennesaw-ga.gov)  
CITY OF KENNESAW  
2529 J.O. Stephenson Avenue  
Kennesaw, Georgia 30144  
Phone: (770) 421-8582

Project: KENNESAW, 2016  
RESURFACING VARIOUS STREETS  
Contract Amount: \$599,823.29  
Completed: JANUARY 31, 2017  
Architect/Engineer: NONE

Ms. Kristi Thompson [ktompson@cherokeega.com](mailto:ktompson@cherokeega.com)  
CHEROKEE COUNTY BOARD OF COMMISSIONERS  
1130 Bluffs Parkway  
Canton, Georgia 30114  
Phone: (770) 721-7805

Project: CHEROKEE COUNTY, RFB #2015-32  
EAST CHEROKEE DR AT LOWER UNION HILL RD  
Contract Amount: \$654,126.73  
Completed: IN PROGRESS  
Architect/Engineer: URS CORPORATION, ATLANTA

Mr. Tom Sills, AICP [sillst@bartowga.org](mailto:sillst@bartowga.org)  
BARTOW COUNTY COMMISSIONERS OFFICE  
135 W. Cherokee Avenue  
Cartersville, Georgia 30120  
Phone: (770) 607-6265

Project: BARTOW CARVER ROAD AND PARK  
RESURFACING PROJECT  
Contract Amount: \$372,321.57  
Completed: IN PROGRESS  
Architect/Engineer: NONE

Mr. Merrick McClure [merrick.mcclure@canton-georgia.com](mailto:merrick.mcclure@canton-georgia.com)  
CITY OF CANTON, GA  
2525 Ridge Road  
Canton, Georgia 30114  
Phone: (770) 720-7674

Project: CANTON, 2016 LMIG STREETS REPAIR  
PROJECT NO. 20160321  
Contract Amount: \$357,058.24  
Completed: IN PROGRESS  
Architect/Engineer: NONE



PO Box 2045 | Cartersville, GA 30120-2951 | [www.bartowpaving.com](http://www.bartowpaving.com)

[info@bartowpaving.com](mailto:info@bartowpaving.com) | P: (770) 382-2025 | F: (770) 387-1309

**SCHOOL PROJECT REFERENCES:**

Mr. Lehmann Smith [lehmannsmith@hotmail.com](mailto:lehmannsmith@hotmail.com)  
Womack, Lewis & Smith, Inc.  
PO Box 1750  
Cartersville, Georgia 30120  
Phone: 770-382-3497  
Architect/Engineer: DELOACH ARCHITECTS

Project: BARTOW COUNTY SCHOOLS  
ADAIRSVILLE ELEMENTARY SCHOOL  
Contract Amount: \$467,733.10  
Completed: IN PROGRESS

Ms. Jackie Avello [jockie.avello@jedunn.com](mailto:jockie.avello@jedunn.com)  
J.E. DUNN CONSTRUCTION COMPANY  
2555 Cumberland Parkway, SE  
Atlanta, Georgia 30339  
Phone: 404-242-8034  
Architect/Engineer: CEVIAN DESIGN LAB ARCHITECTS

Project: BERRY COLLEGE, ROME  
ANIMAL SCIENCE LAB AT ROLLINS  
Contract Amount: \$66,221.00  
Completed: IN PROGRESS

Mr. Lehmann Smith [lehmannsmith@hotmail.com](mailto:lehmannsmith@hotmail.com)  
Womack, Lewis & Smith, Inc.  
PO Box 1750  
Cartersville, Georgia 30120  
Phone: 770-382-3497  
Architect/Engineer: KRH ARCHITECTS

Project: CHEROKEE COUNTY SCHOOLS  
CCSD EDUCATIONAL SVCS. CTR  
Contract Amount: \$547,241.00  
Completed: IN PROGRESS

Mr. Phil Parrott [phil.parrott@cherokee.k12.ga.us](mailto:phil.parrott@cherokee.k12.ga.us)  
CHEROKEE COUNTY BOARD OF EDUCATION  
200 Mountain Brook Court  
Canton, Georgia 30115  
Phone: 678-614-7406  
Architect/Engineer: CARTER & SLOOPE CONSULTING ENGINEERS

Project: CHEROKEE COUNTY SCHOOLS  
MACEDONIA ES BUS DR IMPRV.  
Architect/Engineer: CARTER & SLOOPE  
Contract Amount: \$612,487.74  
Completed: SEPTEMBER 29, 2016

Mr. Charlie Parrish [candy.ellis@douglas.k12.ga.us](mailto:candy.ellis@douglas.k12.ga.us)  
NEW SOUTH CONSTRUCTION  
1132 West Peachtree Street, NW  
Atlanta, Georgia 30309  
Phone: 678-278-5421  
Architect/Engineer: CEVIAN DESIGN LAB ARCHITECTS

Project: CITY OF ROME TENNIS CENTER  
OF GEORGIA AT BERRY COLLEGE  
Contract Amount: \$388,269.00  
Completed: SEPTEMBER 13, 2016

Mr. Steve Baird [steve.jrc@gmail.com](mailto:steve.jrc@gmail.com)  
J&R CONSTRUCTION & DEVELOPMENT, INC.  
281 Tom Reeve Drive  
Carrollton, Georgia 30117  
Phone: 770-834-7018  
Architect/Engineer: SOUTHERN A&E ARCHITECTS & ENGINEERS

Project: TRION CITY SCHOOLS  
TRION HS, BAND & WEIGHT ROOM  
Contract Amount: \$38,483.00  
Completed: JULY 27, 2016

Mr. Lehmann Smith [lehmannsmith@hotmail.com](mailto:lehmannsmith@hotmail.com)  
Womack, Lewis & Smith, Inc.  
PO Box 1750  
Cartersville, Georgia 30120  
Phone: (770) 382-3497  
Architect/Engineer: KRH ARCHITECTS

Project: CHEROKEE COUNTY SCHOOLS  
CHEROKEE MS "F" DEAN RUSK RPL  
Contract Amount: \$1,027,637.20  
Completed: APRIL 29, 2016

Mr. Steve Baird [steve.jrc@gmail.com](mailto:steve.jrc@gmail.com)  
J&R CONSTRUCTION & DEVELOPMENT, INC.  
281 Tom Reeve Drive  
Carrollton, Georgia 30117  
Phone: 770-834-7018  
Architect/Engineer: SOUTHERN A&E ARCHITECTS & ENGINEERS

Project: ROME CITY SCHOOLS  
ANNA K. DAVIE ELEMENTARY SCHOOL  
Contract Amount: \$235,706.00  
Completed: OCTOBER 1, 2015

Mr. Chris Jones [chrisjones@walkerschools.org](mailto:chrisjones@walkerschools.org)  
WALKER COUNTY BOARD OF EDUCATION  
298 Culberson Avenue  
Lafayette, Georgia 30728  
Phone: 706-639-0168  
Architect/Engineer: NONE

Project: WALKER COUNTY SCHOOLS  
2015 ASPHALT PAVING, VARIOUS  
Contract Amount: \$449,326.05  
Completed: SEPTEMBER 9, 2015

Mr. Sean Snyder [ssnyder@njwilbanks.com](mailto:ssnyder@njwilbanks.com)  
N.J. WILBANKS CONTRACTOR, INC.  
P.O. Box 4247  
Canton, Georgia 30114  
Phone: 770-479-3291  
Architect/Engineer: PWH ENGINEERING

Project: CHEROKEE COUNTY SCHOOLS  
CARMEL ELEMENTARY SCHOOL  
Contract Amount: \$275,585.97  
Completed: AUGUST 1, 2015

Mr. Rex Baker [rexbaker@gcbe.org](mailto:rexbaker@gcbe.org)  
GORDON COUNTY SCHOOL SYSTEM  
205 Warrior Path, P.O. Box 12001  
Calhoun, Georgia 30703-7000  
Phone: 706-629-7366  
Architect/Engineer: NONE

Project: ASHWORTH MIDDLE SCHOOL  
333 New Town Road, NE, Calhoun  
Contract Amount: \$215,376.25  
Completed: JULY 27, 2015

Mr. Phil Parrott [phil.parrott@cherokee.k12.ga.us](mailto:phil.parrott@cherokee.k12.ga.us)  
CHEROKEE COUNTY SCHOOL DISTRICT  
200 Mountain Brook Court  
Canton, Georgia 30115  
Phone: 678-614-7406  
Architect/Engineer: NONE

Project: DEAN RUSK MIDDLE SCHOOL  
Hickory Road, Canton  
Contract Amount: \$59,795.03  
Completed: JUNE 30, 2015

Mr. Phil Parrott [phil.parrott@cherokee.k12.ga.us](mailto:phil.parrott@cherokee.k12.ga.us)  
CHEROKEE COUNTY SCHOOL DISTRICT  
200 Mountain Brook Court  
Canton, Georgia 30115  
Phone: 678-614-7406  
Architect/Engineer: NONE

Project: CHEROKEE COUNTY SCHOOLS  
SEQUOYAH HS RUNNING TRACK  
Contract Amount: \$113,852.00  
Completed: JUNE 12, 2015



Ms. Candy Ellis [candy.ellis@douglas.k12.ga.us](mailto:candy.ellis@douglas.k12.ga.us)  
DOUGLAS COUNTY SCHOOL SYSTEM  
P.O. Box 1077  
Douglasville, Georgia 30133  
Phone: 770-651-2268  
Architect/Engineer: NONE

Project: DOUGLAS COUNTY SCHOOL SYSTEM  
TRANSPORTATION & CHAPEL HILL MS  
Contract Amount: \$178,839.17  
Completed: AUGUST 26, 2014

Mr. Lehmann Smith [lehmannsmith@hotmail.com](mailto:lehmannsmith@hotmail.com)  
Womack, Lewis & Smith, Inc.  
PO Box 1750  
Cartersville, Georgia 30120  
Phone: 770-382-3497  
Architect/Engineer: CHAPMAN, GRIFFIN LANIER SUSSENBACH ARCHITECTS, INC.

Project: COBB COUNTY SCHOOLS  
LASSITER HIGH SCHOOL, MARIETTA  
Contract Amount: \$643,496.74  
Completed: NOVEMBER 30, 2012





## REQUEST FOR PROPOSALS

For

**2017 Street Repairs  
Re-Surfacing/Striping  
Project No. 20170314  
(Addendum #2 3.3.17)**

**RFP17-3**

**Important Dates:**

Pre-Bid Meeting:	March 1, 2017 at 10:00 am
Proposal Due Date:	March 14, 2017 at 10:00 am
Public Opening of Proposals:	March 14, 2017 at 10:00 am

**FOR QUESTIONS CONTACT:**

Merrick McClure, Operations Manager  
City of Canton  
2525 Ridge Road  
Canton, Georgia 30114  
Phone: (770) 720-7674  
Fax: (770) 720-7184

**CITY OF CANTON, GEORGIA**  
**Proposed Street Repairs**  
**Project No. 20170314**

**INVITATION TO CONSULTANTS**

The City of Canton, Georgia invites the submission of proposals from experienced and qualified contractors. *In accordance with requirements of the City of Canton and the State of Georgia, all submitted proposals shall include an e-verify form which is attached to this proposal. All contractors shall comply with the requirements stated in the GDOT Title-VI rules and regulations. Participation from qualified disadvantaged business enterprises is encouraged.*

**PURPOSE**

The Purpose of this document is to solicit proposals from qualified Contractors to provide construction services for the following proposed street repairs:

- 1) **Alexander Street** – (0.06 mi.) (340 LF)
- 2) **Broad Street** – (0.13 mi.) (701 LF)
- 3) **Coker Street** – (0.10 mi.) (533 LF)
- 4) **East Killian Street** – (0.22 mi.) (1,176 LF)
- 5) **Edwards Street** – (0.24 mi.) (1,288 LF)
- 6) **Jeanette Street** – (0.24 mi.) (1,265 LF)
- 7) **Killian Street** – (0.37 mi.) (1,977 LF)
- 8) **Muriel Street** – (0.30 mi.) (1,597 LF)
- 9) **Scott Mill Road** – (.35 mi.) (1,836 LF)
- 10) **Short Street** – (0.05 mi.) (256 LF)

**11) South McCollum Drive – (0.85 mi.) (4,470 LF)**

**12) Village Court – (0.04 mi.) (216 LF)**

**13) West South Street – (.16 mi.) (850 LF)**

#### **METHODOLOGY**

Procurement of these services will involve concurrent review and evaluation of proposals. Evaluation will be based on the following criteria:

- Record of performance on similar jobs
- Qualifications of the contractor
- Expertise offered by the contractor in relation to the anticipated project task
- Approach to providing services required
- Availability of personnel to perform the work
- Proposed contract amount & proposed schedule.

The City will consider contractors not complying with all requirements of this request non-responsive and disqualified from further consideration.

#### **PROPOSAL DEADLINE**

Contractors/Consultants interested in the services described in the scope of work must submit two (2) copies of their competitive proposal. **All Contractors/Consultants are suggested to attend the Pre-Bid meeting 10:00 A.M. March 1, 2017 at 2525 Ridge Road, Canton, Georgia 30114. All proposals shall be sealed and clearly marked and submitted to the Public Works office at 2525 Ridge Road, Canton, Georgia 30114 by no later than 10:00 a.m. on March 14, 2017.**

Proposals must be responsive to the requirements stated herein:

Information and Instructions  
Description of Work  
Measurement and Payment  
Subcontractor

#### **PROPOSAL FORMAT**

Proposals evaluated must be submitted under a single cover in the format outline below:

**Performance Record:** Provide one-page summaries of three (3) projects in progress or completed within the past five (5) years similar in nature, scope, and complexity. Provide reference names and telephone numbers for each project.

**Contractor Qualifications:** Qualification of the project manager and other key personnel and their relationship to the project should be as noted:

Name, discipline, title, and project assignment  
Office location; and  
Experience relevant to the project

**Expertise and Experience:** Document your specialized expertise and any subcontractors resources, and experience as they relate to the execution of the proposed project.

**Project Approach:** Describe in detail your approach to the proposed project. A detailed schedule should be provided indicating project tasks proposed and their duration and relationship to each other and the completion of the project.

**Availability:** List the names and addresses of the headquarters and branch office that will perform the services described in the request for proposals.

**Bid Proposal:** The proposed bid for the project(s) shall be presented in a single, separately sealed and labeled envelope. The proposed bid amount shall be presented in the format provided. The cost proposal shall reflect all necessary construction costs. Each bid must be accompanied by a bid bond prepared on an accepted form, duly executed by the bidder, in the amount of five percent (5%) of the bid.

#### **CONTACT**

Questions concerning the request for proposals should be directed in writing and submitted to the Operations Manager of Public Works, Merrick McClure, via facsimile (770) 720-7184 or email [merrick.mcclure@canton-georgia.com](mailto:merrick.mcclure@canton-georgia.com). **Questions must be received no later than one week before the proposal due date.** All questions and responding answers will be posted to the City web site at [www.canton-georgia.com](http://www.canton-georgia.com) at least 72 hours prior to the proposal deadline.

#### **GENERAL**

The City of Canton Mayor and Council reserve the right to waive any requirements or to reject any and all proposals, to evaluate proposals, and to accept any proposal that, in its opinion, may be in the best interest of the City.

#### **PROPOSAL EVALUATION AND AWARD**

Proposals will be evaluated on the basis of the written response to selection criteria listed and the cost proposal for the base bid. After receipt and review of proposals, interviews may be scheduled.

It is anticipated that a contract for the prescribed services will be entered into with the contractor that, in the opinion of the City offers the most favorable combination of qualifications, approach, and pricing.

#### **CONTRACT**

Upon award, the contractor shall enter into a contract with the City for services specified. The City's standard contract agreement is included with this RFP and shall be included in the bid submittal packages. This contract shall include the following:

- Bid Bond (5%)
- Performance Bond (100%)

#### **PERFORMANCE AND APPROVAL OF SUBCONTRACTORS**

Any additional sub consultants and sub contractors that will provide work totaling over 25% of the contract price are to be approved by the Public Works Department prior to proceeding.

#### **CONFLICT OF INTEREST**

The Contractor will certify, along with its sub consultant and subcontractors that, of its knowledge, no circumstances exist which shall cause a conflict of interest in performing services for the City of Canton and that no company other than a bona fide employee working solely for the contractor or sub consultant has been employed or retained to solicit or secure the contract.

#### **LICENSE, PERMIT, TAXES**

The Contractor shall be responsible for all licenses, permits, utilities and taxes incurred during the performance of the contract. Any necessary permits will be obtained by the owner prior to issuance of the notice to proceed.

#### **CHANGES**

In the event a contract is awarded, the City may at any time during the contract periods make changes within the general scope of the contract and any technical provisions. If any such changes cause any increase or decrease in the Contractors cost of performing any part of the contract, an equitable adjustment shall be made in the contract price, or in the time of performance, or both, and a written agreement of such adjustment shall be made prior to proceeding with additional services. No additional service shall be performed until written authorization is received from the City. Nothing in this clause shall excuse the contractor from proceeding with the performance of the contract in accordance with its original terms and conditions and any approved changes.

#### **TERMINATION OF CONTRACT**

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

#### **CONTRACT PERIOD**

The time allowed for substantial completion is 90 days, and the time allowed for final completion and readiness for final payment is 120 days from the date a notice to proceed is issued by the City of Canton. All bids will remain subject to acceptance for 90 days after the date

of the bid opening, but Owner may, at its sole discretion, release any bid and return the bid security prior to that date. The Owner reserves the right to reject any or all bids, to waive informalities and re-advertise.

#### **HOLD HARMLESS AGREEMENT**

The Contractor shall agree to hold harmless the City, its officers, agents, and employees of the City which may arise out of any action or omission of the Director or any of its officers, agents, or employees. The agreement to hold the Department, its officers, agents, and employees harmless shall not be limited to the limits of the liability insurance required under provisions of these specifications or the contract, of which these specifications will be made part.

#### **INSURANCE REQUIREMENT**

The Contractor shall secure and maintain for the duration of the contract liability, statutory workers compensation insurance and auto liability insurance coverage. Proof of insurance shall be provided to the City as part of the contract, the Department shall be notified of any changes in insurance coverage status during the contract period. All insurance companies must be licensed to do work in the State of Georgia. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor.

#### **MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

A. General Liability

- \$1,000,000 General Liability combined single limit per occurrence, for bodily injury, personal injury, and property damage.

B. Automobile Liability

- \$1,000,000 Automobile Liability combined single limit per accident, for bodily injury, and property damage, when applicable.

C. Workers' Compensation and Employers' Liability

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

#### **SECURITY AND IMMIGRATION COMPLIANCE**

The Contractor and any subcontractors shall comply with OGCA 13-10-91 Title 13 contracts; Chapter 10, Article 3 security and immigration compliance.

#### **LOCATION**

See the attached location maps.

#### **SCOPE OF WORK**

The contractor shall construct the project as per the project scope and in accordance with GDOT specifications.

1. Alexander Street

(340 LF)

- Mill 1 ½" existing asphalt and dispose of off-site.
- Construct 1 ½" recycled asphalt concrete wearing surface (9.5mm Type II superpave).



- Remove and replace sanitary sewer frames and lids. Traffic rated frames and lids shall be placed over existing manholes, leveled to match finished grades and secured in place with class-B concrete prior to overlay. Risers, if necessary, shall be supplied and installed by the contractor.
  - Street shall be striped to match existing location and arrangement using thermoplastic pavement markings (Stop Bars/Crosswalk).
  - All water valve risers shall be adjusted to grade or replaced if necessary. Risers, if necessary, shall be supplied and installed by the contractor.
2. Broad Street (701 LF)
- Mill 1 ½" existing asphalt and dispose of off-site.
  - Construct 1 ½" recycled asphalt concrete wearing surface (9.5mm Type II superpave).
  - Remove and replace sanitary sewer frames and lids. Traffic rated frames and lids shall be placed over existing manholes, leveled to match finished grades and secured in place with class-B concrete prior to overlay. Risers, if necessary, shall be supplied and installed by the contractor.
  - Street shall be striped to match existing location and arrangement using thermoplastic pavement markings (Stop Bar).
  - All water/gas valve risers shall be adjusted to grade or replaced if necessary. Risers, if necessary, shall be supplied and installed by the contractor.
3. Coker Street (533 LF)
- Mill 1 ½" existing asphalt and dispose of off-site.
  - Construct 1 ½" recycled asphalt concrete wearing surface (9.5mm Type II superpave).
  - Remove and replace sanitary sewer frames and lids. Traffic rated frames and lids shall be placed over existing manholes, leveled to match finished grades and secured in place with class-B concrete prior to overlay. Risers, if necessary, shall be supplied and installed by the contractor.
  - Street shall be striped to match existing location and arrangement using thermoplastic pavement markings (Stop Bars/Crosswalk).
  - All water valve risers shall be adjusted to grade or replaced if necessary. Risers, if necessary, shall be supplied and installed by the contractor.
4. East Killian Street (1,176 LF)
- Mill 1 ½" existing asphalt and dispose of off-site.
  - Construct 1 ½" recycled asphalt concrete wearing surface (9.5mm Type II superpave).
  - Remove and replace sanitary sewer frames and lids. Traffic rated frames and lids shall be placed over existing manholes, leveled to match finished grades and secured in place with class-B concrete prior to overlay. Risers, if necessary, shall be supplied and installed by the contractor.
  - Street shall be striped to match existing location and arrangement using thermoplastic pavement markings.
  - All water valve risers shall be adjusted to grade or replaced if necessary. Risers, if necessary, shall be supplied and installed by the contractor.

5. Edwards Street (1,288 LF)
- Mill 1 ½" existing asphalt and dispose of off-site.
  - Construct 1 ½" recycled asphalt concrete wearing surface (9.5mm Type II superpave).
  - Remove and replace sanitary sewer frames and lids. Traffic rated frames and lids shall be placed over existing manholes, leveled to match finished grades and secured in place with class-B concrete prior to overlay. Risers, if necessary, shall be supplied and installed by the contractor.
  - Street shall be striped to match existing location and arrangement using thermoplastic pavement markings (Double Yellow/Stop Bars/Crosswalk).
  - All water/gas valve risers shall be adjusted to grade or replaced if necessary. Risers, if necessary, shall be supplied and installed by the contractor.
6. Jeanette Street (1,265 LF)
- Mill 1 ½" existing asphalt and dispose of off-site.
  - Construct 1 ½" recycled asphalt concrete wearing surface (9.5mm Type II superpave).
  - Remove and replace sanitary/storm sewer frames and lids/grates. Traffic rated frames and lids shall be placed over existing manholes, leveled to match finished grades and secured in place with class-B concrete prior to overlay. Risers, if necessary, shall be supplied and installed by the contractor.
  - Street shall be striped to match existing location and arrangement using thermoplastic pavement markings (Double Yellow/Stop Bars).
  - All water/gas valve risers shall be adjusted to grade or replaced if necessary. Risers, if necessary, shall be supplied and installed by the contractor.
7. Killian Street (1,977 LF)
- Mill 1 ½" existing asphalt and dispose of off-site.
  - Construct 1 ½" recycled asphalt concrete wearing surface (9.5mm Type II superpave).
  - Remove and replace sanitary sewer frames and lids. Traffic rated frames and lids shall be placed over existing manholes, leveled to match finished grades and secured in place with class-B concrete prior to overlay. Risers, if necessary, shall be supplied and installed by the contractor.
  - Street shall be striped to match existing location and arrangement using thermoplastic pavement markings (Double Yellow/Stop Bars).
  - All water/gas valve risers shall be adjusted to grade or replaced if necessary. Risers, if necessary, shall be supplied and installed by the contractor.
8. Muriel Street (1,597 LF)
- Mill 1 ½" existing asphalt and dispose of off-site.
  - Construct 1 ½" recycled asphalt concrete wearing surface (9.5mm Type II superpave).
  - Remove and replace sanitary sewer frames and lids. Traffic rated frames and lids shall be placed over existing manholes, leveled to match finished grades and secured in place with

class-B concrete prior to overlay. Risers, if necessary, shall be supplied and installed by the contractor.

- Street shall be striped to match existing location and arrangement using thermoplastic pavement markings (Double Yellow/Stop Bars).
- All water/gas valve risers shall be adjusted to grade or replaced if necessary. Risers, if necessary, shall be supplied and installed by the contractor.

9. Scott Mill Road (1,836 LF)

- Mill 1 ½" existing asphalt and dispose of off-site.
- Construct 1 ½" recycled asphalt concrete wearing surface (9.5mm Type II superpave).
- Remove and replace sanitary/storm sewer frames and lids/grates. Traffic rated frames and lids shall be placed over existing manholes, leveled to match finished grades and secured in place with class-B concrete prior to overlay. Risers, if necessary, shall be supplied and installed by the contractor.
- Street shall be striped to match existing location and arrangement using thermoplastic pavement markings (Double Yellow/Stop Bars).
- All water/gas valve risers shall be adjusted to grade or replaced if necessary. Risers, if necessary, shall be supplied and installed by the contractor.

10. Short Street (256 LF)

- Mill 1 ½" existing asphalt and dispose of off-site.
- Construct 1 ½" recycled asphalt concrete wearing surface (9.5mm Type II superpave).
- Remove and replace sanitary sewer frames and lids. Traffic rated frames and lids shall be placed over existing manholes, leveled to match finished grades and secured in place with class-B concrete prior to overlay. Risers, if necessary, shall be supplied and installed by the contractor.
- Street shall be striped to match existing location and arrangement using thermoplastic pavement markings (Stop Bar).
- All water/gas valve risers shall be adjusted to grade or replaced if necessary. Risers, if necessary, shall be supplied and installed by the contractor.

11. South McCollum Drive (4,470 LF)

- Mill 1 ½" existing asphalt and dispose of off-site.
- Construct 1 ½" recycled asphalt concrete wearing surface (9.5mm Type II superpave).
- Remove and replace sanitary sewer frames and lids. Traffic rated frames and lids shall be placed over existing manholes, leveled to match finished grades and secured in place with class-B concrete prior to overlay. Risers, if necessary, shall be supplied and installed by the contractor.
- Street shall be striped to match existing location and arrangement using thermoplastic pavement markings (Double Yellow).
- All water/gas valve risers shall be adjusted to grade or replaced if necessary. Risers, if necessary, shall be supplied and installed by the contractor.

12. Village Court (216 LF)

- Mill 1 ½" existing asphalt and dispose of off-site.
- Construct 1 ½" recycled asphalt concrete wearing surface (9.5mm Type II superpave).
- Remove and replace sanitary sewer frames and lids. Traffic rated frames and lids shall be placed over existing manholes, leveled to match finished grades and secured in place with class-B concrete prior to overlay. Risers, if necessary, shall be supplied and installed by the contractor.
- Street shall be striped to match existing location and arrangement using thermoplastic pavement markings (Stop Bar).
- All water/gas valve risers shall be adjusted to grade or replaced if necessary. Risers, if necessary, shall be supplied and installed by the contractor.

13. West South Street (850 LF)

- Mill 1 ½" existing asphalt and dispose of off-site.
- Construct 1 ½" recycled asphalt concrete wearing surface (9.5mm Type II superpave).
- Remove and replace sanitary sewer frames and lids. Traffic rated frames and lids shall be placed over existing manholes, leveled to match finished grades and secured in place with class-B concrete prior to overlay. Risers, if necessary, shall be supplied and installed by the contractor.
- Street shall be striped to match existing location and arrangement using thermoplastic pavement markings (Double Yellow).
- All water/gas valve risers shall be adjusted to grade or replaced if necessary. Risers, if necessary, shall be supplied and installed by the contractor.

14. Additionally: The construction includes, but not limited, to the following:

- Furnishing all: materials (unless specifically stated otherwise), equipment, and labor necessary to construct the project.
- Representatives from the City of Canton will perform construction inspections of the work and will approve work progress as defined in the scope of work.
- Material testing will be the responsibility of the Contractor and upon completion a letter certifying that the project meets required placement and compaction standards shall be required by the contractor. City and GDOT specifications apply.
- Additional re-surfacing and/or pavement markings may be included in scope of work based on lump sums provided by the contractor.
- Any full depth deep patching will be clearly marked with white temporary paint on all proposed road re-surfacing.

## MEASUREMENT AND PAYMENT

The work required will be measured separately for payment unless otherwise specified. Payment for the items listed in the bid form, complete and accepted, will be made to the contractor based on the lump sum.

Partial payments will be made on monthly statements based on a percent complete basis. Upon receipt and acceptance of the certification letter, final payment will be made.

class-B concrete prior to overlay. Risers, if necessary, shall be supplied and installed by the contractor.

- Street shall be striped to match existing location and arrangement using thermoplastic pavement markings (Double Yellow/Stop Bars).
- All water/gas valve risers shall be adjusted to grade or replaced if necessary. Risers, if necessary, shall be supplied and installed by the contractor.

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Partial payments will be made on monthly statements based on a percent complete basis. Upon receipt and acceptance of the certification letter, final payment will be made.

**WARRANTY**

Contractor shall guarantee the project for a period of one (1) year from the date that the Contractor has addressed all punch list items associated with the project.

**City of Canton**  
**Mayor and City Council**  
**Proposal Form**

**Proposed Street Repairs**  
**City Project No. 20170314**  
**RFP17-3**

City of Canton Public Works Department  
2525 Ridge Road  
Canton, Georgia 30114

**CONTRACTOR**

Company: BARTOW PAVING COMPANY, INC.  
Contact Name: BRIAN BULLOCK, SR. ESTIMATOR  
Address: 1055 ROWLAND SPRINGS ROAD, P.O. BOX 2045  
City, State, Zip: CARTERSVILLE, GEORGIA 30120  
Telephone: 770-382-2025 Fax: MOBILE #678-988-0084  
E Mail: brian@bartowpaving.com

5% Bid Bond: (ATTACH)

**THERMO PLASTIC STRIPING SUBCONTRACTOR:**

Company: HIGHWAY SERVICES, INC.  
Contact Name: CHANDRA RAMEY GRAHAM  
Address: 1405 MUNICIPAL PKWY  
City, State, Zip: DOUGLASVILLE, GA 30134  
Telephone: 678-838-9920 Fax: 678-988-7894 (MOBILE)  
E Mail: chandra@highwayservices.net



# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**SUBCONTRACTOR:**  
(Name, legal status and address)  
Bartow Paving Company, Inc.

PO Box 2045  
Cartersville, GA 30120

**OWNER:**  
(Name, legal status and address)  
City of Canton

2525 Ridge Road  
Canton, GA 30114

**BOND AMOUNT:** Five Percent (5%) of Amount Bid —5%—

**SURETY:**  
(Name, legal status and principal place  
of business)

Philadelphia Indemnity Insurance Company  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004

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

2017 Street Repairs Re-Surfacing/ Striping  
RFP17-3 / Project No. 20170314

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

The Subcontractor and Surety are bound to the Contractor in the amount set forth above, for the payment of which the Subcontractor 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 Contractor accepts the bid of the Subcontractor within the time specified in the bid documents, or within such time period as may be agreed to by the Contractor and Subcontractor, and the Subcontractor either (1) enters into a contract with the Contractor 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 Contractor, 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 Contractor the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Contractor 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 Contractor and Subcontractor to extend the time in which the Contractor may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Contractor and Subcontractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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.

Intt

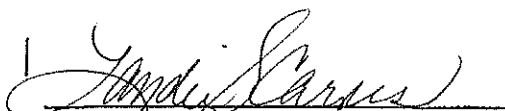
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User Notes:

(1231840834)

APP a

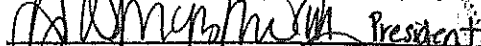
Signed and sealed this 14th day of March, 2017

  
(Witness)

  
(Witness) Melissa Potts

Bartow Paving Company, Inc.

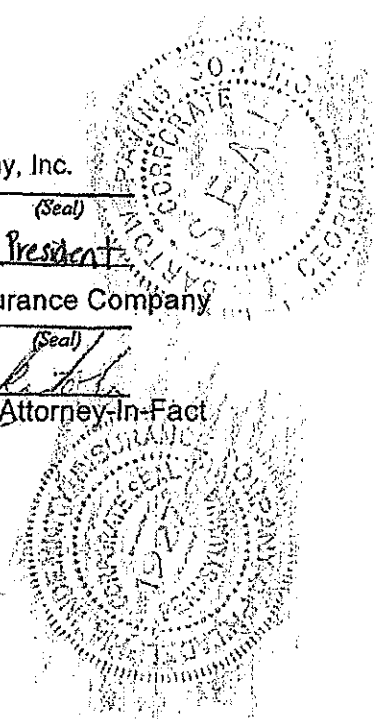
(Subcontractor as Principal) (Seal)

  
(Title) President

Philadelphia Indemnity Insurance Company

(Surety) (Seal)

  
(Title) Marvala Erinkitola, Attorney-In-Fact



Init.

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User Notes:

2

[1231840834]

APP 6

# AIA Document A310™ – 2010

## Bid Bond

**SUBCONTRACTOR:**  
(Name, legal status and address)  
Bartow Paving Company, Inc.

PO Box 2045  
Cartersville, GA 30120

**OWNER:**  
(Name, legal status and address)  
City of Canton

2525 Ridge Road  
Canton, GA 30114

**BOND AMOUNT:** Five Percent (5%) of Amount Bid --5%---

**SURETY:**  
(Name, legal status and principal place  
of business)

Philadelphia Indemnity Insurance Company  
One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004

**PROJECT:**

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

2017 Street Repairs Re-Surfacing/ Striping  
RFP17-3 / Project No. 20170314

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

The Subcontractor and Surety are bound to the Contractor in the amount set forth above, for the payment of which the Subcontractor 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 Contractor accepts the bid of the Subcontractor within the time specified in the bid documents, or within such time period as may be agreed to by the Contractor and Subcontractor, and the Subcontractor either (1) enters into a contract with the Contractor 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 Contractor, 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 Contractor the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Contractor 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 Contractor and Subcontractor to extend the time in which the Contractor may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Contractor and Subcontractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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.

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APP a

Signed and sealed this 14th day of March, 2017

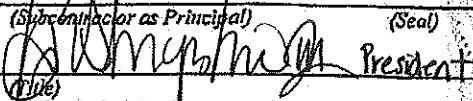
  
(Witness)

  
(Witness) Melissa Potts

Bartow Paving Company, Inc.

(Subcontractor as Principal)

(Seal)

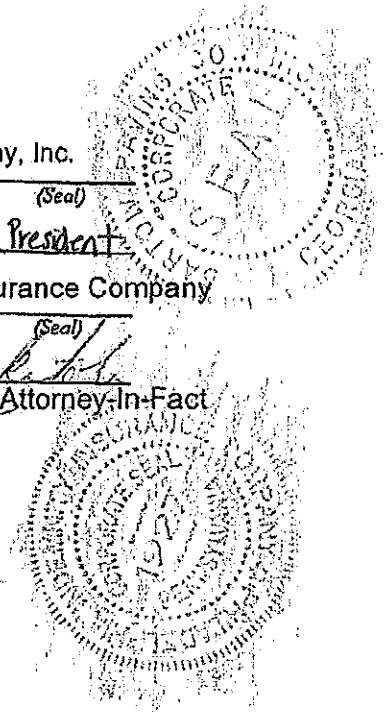
  
(Title) President

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

  
(Title) Marvala Erinkitola, Attorney-In-Fact



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APP b

## PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

## Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint John David Potts, Maryala Erinkitola & Melissa Potts of Founders Insurance Group, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

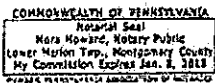
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.

(Seal)



Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 14<sup>th</sup> day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

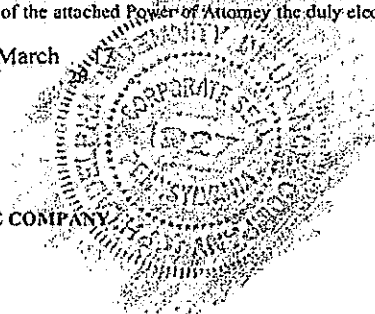
I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14<sup>th</sup> day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14<sup>th</sup> day of March



APP d

Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



**BID SCHEDULE**

MADE TO:           MAYOR AND COUNCIL  
                      CITY OF CANTON, GEORGIA  
                      151 ELIZABETH STREET  
                      CANTON, GEORGIA 30114

PROJECT NAME:    PROPOSED STREET REPAIRS  
                      PROJECT NO. **20170314**

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

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

The Bidder proposes and agrees, if this bid is accepted, to enter into agreement with the Owner in the form of the contract specified and to furnish all labor, tools, equipment and incidentals necessary to complete the work in full and in accordance with the shown, noted, described and reasonably intended requirements of the contract documents. The Contractor shall be responsible for ordering materials in a timely manner to insure no delay in progress of the work. The Contractor shall submit the invoices, tickets or other documentation that may be acceptable to the Owner for their payment.

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

Bidder hereby agrees to commence work under this contract within ten (10) calendar days after notice to proceed, and to complete the project within 90 calendar days. Contract time will begin at notice to proceed. No construction activity, staging, etc. to be conducted outside of City right-of-way. If the work is not completed by the time stipulated in the Contract of within such extra time that may be allowed, Liquidated Damages will be assessed in accordance with the current edition of the GDOT Standard Specifications.

Receipt of acknowledged of the following addenda:

No. <u>  #1  </u>	Dated: <u>  2.24.17  </u>
No. <u>  #2  </u>	Dated: <u>  3.3.17  </u>
No. <u>  #3  </u>	Dated: <u>  03-06-17  </u>

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

Respectfully submitted,

BARTOW PAVING COMPANY, INC.

Date: 03/14/17

Company

By:

*Bm Bullock*

Signature

BRIAN BULLOCK

Typed Name

SR. ESTIMATOR

Title

P.O. BOX 2045

Address

CARTERSVILLE, GEORGIA 30120

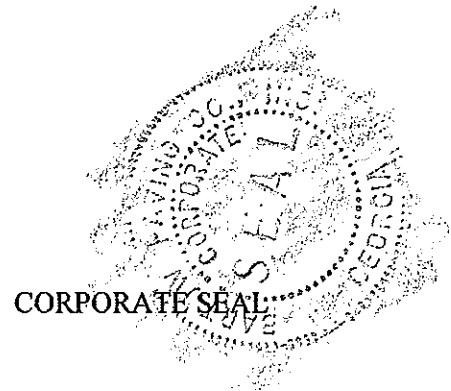
City/State/Zip Code

( 770 ) 382-2025

Telephone Number

( 678 ) 988-0084 (MOBILE NUMBER)

Fax Number



**BID FORM**

NO.	ITEM	EST. QTY.	UNIT	UNIT PRICE	VALUE
1	MILL 1 ½ EXIST. ASPHALT		LS	25,539.20	25,539.20
2	ASPHALT OVERLAY (9mm)		LS	332,907.11	332,907.11
3	S.S. MANHOLE REPAIR		LS	8,856.76	8,856.76
4	VALVE RISER ADJUSTMENT		LS	2,253.27	2,253.27
5	CATCH BASIN REPAIR	10	LS	29,261.23	29,261.23
6	STRIPING (THERMO)		LS	44,431.68	44,431.68
7	TRAFFIC CONTROL		LS	78,874.11	78,874.11
8	OWNER ALLOWANCE		LS		\$20,000

**Total Estimate Cost: \$ 542,124.06**

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