



LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Agenda
Commissioners Boardroom

July 6, 2021
5:00 P.M.

- **Call to Order** Chairman Dockery
- **Consideration of Agenda**
- **Consideration of Little Mountain Rd Bridge Replacement Contract**
 1. 2021-042 - Consideration of Little Mountain Road Bridge Replacement Contract (*Public Works Director Larry Reiter*)
- **Adjournment**



Lumpkin County, Georgia

Public Works Department

Date:	July 6, 2021
Agenda Item:	Consideration of Little Mountain Road Bridge Replacement Contract
Item Description:	Consider the award of a contract for the replacement of the one lane bridge on Little Mountain Rd with box culverts.
Facts & Historical Information:	In April of 2020, Staff started the design process for the widening of Little Mountain, Sheep Wallow and Mill Creek roads. The first step in the construction of the project is to replace the narrow bridge over Poverty Creek with triple 6'x6' box culverts. The existing bridge was placed over the creek as a temporary fix in 2006 when the culvert washed out. In April of 2021, BOC voted to acquire an additional 25' of right of way on each side of the bridge to facilitate the culvert construction. The project was bid out and 4 bids were received on June 22, 2021. The low bidder was North Georgia Concrete, Inc. with a cost of \$296,294.95 based on estimated quantities and bid unit rates. GDOT has agreed to fund 70% of the project cost up to \$240,000 of the bridge replacement cost.
Potential Courses Of Action:	a) Award the bid and contract with North Georgia Concrete, Inc. b) Do not replace the bridge.
Discussion of Courses of Action:	a) COA a) This COA will allow the replacement of the current bridge with a 2-lane bridge and allow the continuation of the road widening project. b) COA b) This COA will not allow the project to continue.
Budget Impact:	The BOC has approved \$2,000,000 for the road widening project from the 2020 SPLOST. The cost to the county for the bridge replacement part of the project will be approximately \$88,900.
Staff Recommendation:	Staff recommends COA a). This action will allow the project to get started this summer.

Attachments:

11.03.2020 GDOT letter Funding Assistance for Culvert on Little Mountain Rd
 ITB 2021-003 BID TABULATION (002)
 North GA Concrete submission REDACTED
 Little Mtn Bridge Contract



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

November 3, 2020

Mr. Chris Dockery, Chairman
 Lumpkin County Board of Commissioners
 25 Short Street, Suite 10
 Dahlonega, Georgia 30533

RE: Funding Assistance for a Concrete Box Culvert on Little Mountain Road

Dear Mr. Dockery,

The Department has approved the County's request for funding assistance for a concrete box culvert/bridge on Little Mountain Road. The Department will commit up to **\$240,000.00** or 70% of the bridge project cost, whichever is less. The project will be funded out of the Department's Local Maintenance & Improvement Grant (LMIG) Program. These funds will be in addition to any other LMIG funds allocated to the County.

In order to receive the funds, the County will need to submit the following items:

1. Bid Tabulations for the culvert/bridge work

Please submit required information to the address below:

Georgia Department of Transportation
 Office of Local Grants – 17th Floor
 One Georgia Center
 600 West Peachtree Street NW
 Atlanta, Georgia 30308

If you have any questions, please feel free to contact me at (404) 347-0231 or at: wwright@dot.ga.gov

Sincerely,

Bill Wright

Digitally signed by Bill Wright
 DN: cn=Bill Wright, o=Office of
 Local Grants, ou=Local Grants,
 email=wwright@dot.ga.gov, c=US
 Date: 2020.11.03 13:09:08 -05'00'

Bill Wright

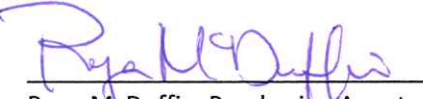
Local Grants Administrator

cc: Kelvin Mullins; Hon. Emily Dunn; Hon. Kevin Tanner; Hon. Steve Gooch; Jeramy Durrence;
 Charles Trammell

Attachment: 11.03.2020 GDOT letter Funding Assistance for Culvert on Little Mountain Rd (2021-042 : Consideration of Little Mountain Road

Bib Opening Tabulation

Project# 2021-003 Little Mountain Road Bridge Removal Culvert Replacement Grading and Paving June 22, 2021 @ 2:05 PM	Georgia Bridge and Concrete LLC	Grizzle Grading	Hilton Contracting	North GA Concrete		
Information Form	✓	✓	✓	✓		
Execution of Proposal Form	✓	✓	✓	✓		
Non-Collusion Form	✓	✓	✓	✓		
Drug Free Workplace Form	✓	✓	✓	✓		
Addenda Acknowledgement Form	✓	✓	✓	✓		
E-verify	✓	✓	✓	✓		
SAVE Affidavit	✓	✓	✓	✓		
W-9	✓	✓	✓	✓		
Bid Bond	✓	✓	✓	✓		
Price Proposal Form	\$458,967.30	\$366,635.00	\$376,524.60	\$296,294.95		


Ryan McDuffie, Purchasing Agent


Witness



ORIGINAL

1.c

BIDDER'S CERTIFICATION

LITTLE MOUNTAIN BRIDGE REMOVAL, CULVERT REPLACEMENT, GRADING AND PAVING #2021-003 ITB

DATE OF BID June 22, 2021

I CERTIFY THAT THIS BID IS SUBMITTED WITHOUT PRIOR UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY CORPORATION, FIRM OR PERSON SUBMITTING A BID FOR THE SAME GOODS/SERVICES AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I UNDERSTAND THAT COLLUSIVE BIDDING IS A VIOLATION OF STATE AND FEDERAL LAW AND CAN RESULT IN FINES, PRISON SENTENCES AND CIVIL DAMAGES AWARDS. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS STATED OF THIS BID DOCUMENT AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

I ACKNOWLEDGE THAT THIS PROJECT WILL BE CONSTRUCTED IN ENGLISH UNITS.

I CERTIFY THAT I HAVE CAREFULLY EXAMINED THE PLANS FOR THIS PROJECT AND THE STANDARD SPECIFICATIONS, 2013 EDITION, AND THE SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS INCLUDED IN AND MADE A PART OF THIS BID AND HAVE ALSO PERSONALLY EXAMINED THE SITE OF THE WORK. ON THE BASIS OF THE SAID SCOPE OF WORK AND SPECIFICATIONS, I PROPOSE TO FURNISH ALL NECESSARY MACHINERY, TOOLS, APPARATUS AND OTHER MEANS OF CONSTRUCTION, AND DO ALL THE WORK AND FURNISH ALL THE MATERIALS IN THE MANNER SPECIFIED.

I UNDERSTAND THE QUANTITIES MENTIONED ARE APPROXIMATE ONLY AND ARE SUBJECT TO EITHER INCREASE OR DECREASE AND HEREBY PROPOSE TO PERFORM ANY INCREASED OR DECREASED QUANTITIES OF WORK OR EXTRA WORK ON THE BASIS PROVIDED FOR IN THE SPECIFICATIONS.

I ALSO HEREBY AGREE THAT LUMPKIN COUNTY WOULD SUFFER DAMAGES IN A SUM EQUAL TO AT LEAST THE AMOUNT OF THE ENCLOSED BID GUARANTY, IN THE EVENT MY BID SHOULD BE ACCEPTED AND A CONTRACT TENDERED ME THERE UNDER AND I SHOULD REFUSE TO EXECUTE SAME AND FURNISH BOND AS HEREIN REQUIRED, IN CONSIDERATION OF WHICH I HEREBY AGREE THAT, IN THE EVENT OF SUCH FAILURE ON MY PART TO EXECUTE SAID CONTRACT AND FURNISH BOND WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF THE LETTER TRANSMITTING THE CONTRACT TO ME, THE AMOUNT OF SAID BID GUARANTY SHALL BE AND IS HEREBY, FORFEITED TO LUMPKIN COUNTY, AS LIQUIDATED DAMAGES AS THE RESULT OF SUCH FAILURE ON MY PART.

I FURTHER AGREE TO EXECUTE A CONTRACT PREPARED BY LUMPKIN COUNTY AS SOON AS THE WORK IS AWARDED TO ME, AND TO BEGIN AND COMPLETE THE WORK WITHIN THE TIME LIMIT PROVIDED. I ALSO PROPOSE TO FURNISH THE BONDS AS REQUIRED BY THE BID DOCUMENTS AND LAWS OF THE STATE OF GEORGIA. SUCH BOND(S) SHALL NOT ONLY SERVE TO GUARANTEE THE COMPLETION OF THE WORK ON MY PART, BUT ALSO TO GUARANTEE THE EXCELLENCE OF BOTH WORKMANSHIP AND MATERIALS UNTIL THE WORK IS FINALLY ACCEPTED, AS WELL AS TO FULLY COMPLY WITH ALL THE LAWS OF THE STATE OF GEORGIA AND LUMPKIN COUNTY.

BIDDER'S CERTIFICATION

BIDDER INFORMATION (TYPE OR PRINT)

North Georgia Concrete Inc.
NAME OF COMPANY

85 Chestatee Industrial Park Dr.
ADDRESS

Dahlonega, GA 30533
CITY, STATE, & ZIP CODE

(706) 867-1774
PHONE NUMBER

(706) 867-1608
FAX #

58-2505397
TAX ID NUMBER

NAME AND MAILING ADDRESS (WHERE TO SEND PAYMENT)

North Georgia Concrete Inc.
NAME OF COMPANY

85 Chestatee Industrial Park Dr.
ADDRESS

Dahlonega, GA 30533
CITY, STATE, & ZIP CODE

(706) 867-1774
PHONE NUMBER

ldanner@northgeorgiaconcrete.com
EMAIL ADDRESS

N/A
SOCIAL SECURITY NUMBER

NAME & TITLE OF PERSON AUTHORIZED TO SIGN

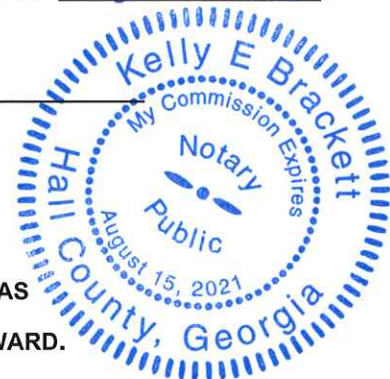
Jeffrey J. Rudiger ~ Vice President
NAME
TITLE

Jeffrey J. Rudiger
SIGNATURE

SWORN TO AND SIGNED BEFORE ME, A NOTARY PUBLIC, THIS 22nd DAY OF June, IN THE YEAR 2021. NOTARY PUBLIC IN AND FOR THE COUNTY OF Lumpkin, STATE OF Georgia.

NOTARY PUBLIC SIGNATURE AND SEAL: *Kelly E Brackett*

MY COMMISSIONER EXPIRES: 8/15/2021



PROPOSALS OR BIDS NOT SIGNED SHALL BE DECLARED AS
"NON-RESPONSIVE" AND MAY NOT BE CONSIDERED FOR AWARD.

LUMPKIN COUNTY CONTRACT SCHEDULE
Little Mountain Road Culvert at Poverty Creek

CONTRACT ID: ITB 2021-003

PROJECT: Lumpkin

LINE NO	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE DOLLARS/CENTS	TOTAL DOLLARS/CENTS
0005	150-3110 Traffic Control	Lump Sum	\$ 4,653.00	\$ 4,653.00
0015	540-Removal and Disassembling of Existing Bridge	Lump Sum	\$ 9,442.00	\$ 9,442.00
0020	210-Grading Complete	Lump Sum	\$ 99,259.00	\$ 99,259.00
0025	204-Channel Excavation	118 Cu. Yds	\$ 80.00	\$ 9,440.00
0030	207-Backfill for Minor Structures	102 Tons	\$ 73.10	\$ 7,456.20
0035	500-Class AA Concrete	131 Cu. Yds.	\$ 607.80	\$ 79,621.80
0040	511- Reinforcement Steel	13871 Lbs.	\$ 0.95	\$ 13,177.45
0045	310-Graded Aggregate Base	275 Tons	\$ 86.50	\$ 23,787.50
0050	402-Recycled Asphalt Conc. 19 mm Incl. Bitum. Material and H Lime	120 Tons	\$ 201.20	\$ 24,144.00
0055	402-Recycled Asphalt Conc. 12.5 mm Incl. Bitum. Material and H Lime	80 Tons	\$ 201.20	\$ 16,096.00
0060	163-Erosion Control Incl. Permanent Grassing	Lump. Sum	\$ 9,218.00	\$ 9,218.00
			Total Bid	\$ 296,294.95

Attachment: North GA Concrete submission REDACTED (2021-042 : Consideration of Little Mountain Road Bridge Replacement Contract)



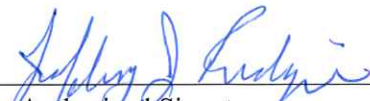
ORIGINAL

VENDOR'S CHECKLIST AND BID SUBMITTAL PACKET

Company Name: North Georgia Concrete Inc.

Please indicate you have completed the following documentation; and submit them in the following order

- ☒ Information Form
- ☒ Execution of Proposal Form
- ☒ Price Proposal Form
- ☒ Bid Bonds
- ☒ Certification and Non-Collusion Form
- ☒ Drug-Free Workplace Form
- ☒ Addenda Acknowledgment Form
- ☒ Georgia's Security and Immigration Compliance Act Affidavit
- ☒ SAVE Affidavit
- ☒ Completed W9


Authorized Signature

Vice President
Title

Jeffrey J. Rudiger
Print Name

June 22, 2021
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID



INFORMATION FORM

1. Legal Business Name North Georgia Concrete Inc.
2. Street Address 85 Chestatee Industrial Park Dr.
3. City, State & Zip Dahlonega, GA 30533
4. Type of Business: State of Registration: Corporation
(Association, Corporation, Partnership, Limited Liability Company, etc.)
5. Name & Title of Authorized Signer: Jeffrey J. Rudiger ~ Vice President
6. Primary Contact Karey Dickerson
7. Phone Fax Phone (706) 867-1774 ~ Fax (706) 867-1608
8. E-mail jrudiger@northgeorgiaconcrete.com
9. Company Website N/A
10. Has your company ever been debarred from doing business with any federal, state or local agency?
Yes _____ No X
If yes, please state the agency name, dates and reason for debarment.
N/A

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID



EXECUTION OF PROPOSAL FORM

DATE: June 22, 2021

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- X That this proposal was signed by an authorized representative of the firm.
- X That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- X That all labor costs associated with this project have been determined, including all direct and indirect costs.
- X That the potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing **Invitation for Bids**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

North Georgia Concrete Inc.

Business Name

Jeffrey J. Rudiger

Authorized Signature

June 22, 2021

Date

Jeffrey J. Rudiger ~ Vice President

Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



PRICE PROPOSAL FORM

Company Name: North Georgia Concrete Inc.

Total Bid: \$ 296,294.95

I certify the above bid as all-inclusive and final per document specifications.

Jeffrey J. Rudiger Vice President
 Authorized Signature Title

Jeffrey J. Rudiger Vice President
 Print Name Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

North Georgia Concrete, Inc.
85 Chestatee Industrial Park Dr.
Dahlonega, GA 30533

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

Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines, IA 50266

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

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

OWNER:
(Name, legal status and address)

Lumpkin County (GA) Board of Commissioners
99 Courthouse Hill
Dahlonega, GA 30533

BOND AMOUNT: FIVE PERCENT (5%) OF TOTAL AMOUNT BID
PROJECT:
(Name, location or address, and Project number, if any)

Little Mountain Rd. Bridge Removal, Culvert Replacement,
Grading & Paving

Project Number, if any:

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

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

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

Signed and sealed this 22nd day of June, 2021.

Kelly Brackett
(Witness)

Kaylan Tila
(Witness)

North Georgia Concrete, Inc.

Jeffrey J. Luchini
(Principal)

(Seal)

(Title)

MERCHANTS BONDING COMPANY (MUTUAL)

Rachel Fell
(Surety)

(Seal)

(Title) Rachel Fell, Attorney-in-Fact

Init.

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MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

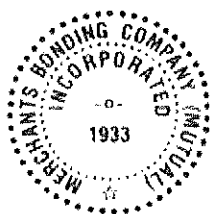
This Addendum is in reference to the bond(s) to which it is attached.

Merchants Bonding Company (Mutual) ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS BONDING COMPANY (MUTUAL)



By: _____

Larry Taylor, President

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brian C Webb; Camille Smith; Chancey J Shepherd; Jesse Couch; Josh Bridges; Kaylan Fila; Kerry W Plumley; Rachel Fell

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of June, 2021.



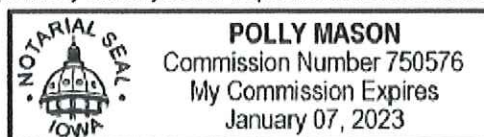
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of June, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of June, 2021.



William Warner Jr.
Secretary

POA 0018 (1/20)



CERTIFICATION AND NON-COLLUSION FORM

I Jeffrey J. Rudiger certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **BID #2021-003 ITB LITTLE MOUNTAIN ROAD BRIDGE REMOVAL, CULVERT REPLACEMENT, GRADING AND PAVING** was issued except: 1) through the Purchasing Department 2) at the Pre-Bid Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any proposer violating this provision.**

I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal.

North Georgia Concrete Inc.

COMPANY NAME:

Jeffrey J. Rudiger
Authorized Representative (Signature)

June 22, 2021

Date

Vice President

Authorized Representative/Title

Jeffrey J. Rudiger
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



DRUG- FREE WORKPLACE FORM

I hereby certify that I am a principle and duly authorized representative of: _____

North Georgia Concrete Inc.

Whose address is: 85 Chestatee Industrial Park Dr. ~ Dahlonega, GA ~ 30533

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated relating to the "Drug Free Workplace Act" and have been complied with in full, and
2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with

North Georgia Concrete Inc.

certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Signature

June 22, 2021

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



ADDENDA ACKNOWLEDGEMENT FORM

The vendor has examined and carefully studied the Invitation for Bid and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1 (June 10, 2021)

Addendum No. _____

Addendum No. _____

Addendum No. _____

Jeffrey J. Rudiger
Authorized Representative (Signature)

June 22, 2021
Date

Jeffrey J. Rudiger / Vice President
Authorized Representative/Title
(Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



**ITB #2021-003 LITTLE MOUNTAIN RD BRIDGE REMOVAL, CULVERT
REPLACEMENT, GRADING, AND PAVING**

ADDENDUM 1

Return to: Lumpkin County Board of Commissioners
Ryan McDuffie, Purchasing Agent
99 Courthouse Hill, Suite D
Dahlonega, GA 30533

Bid Closing Date: June 22, 2021 at 2:00 PM, EST

Bid Issue Date: May 19, 2021

Addendum Issue Date: June 10, 2021 at 5:00 PM, EST

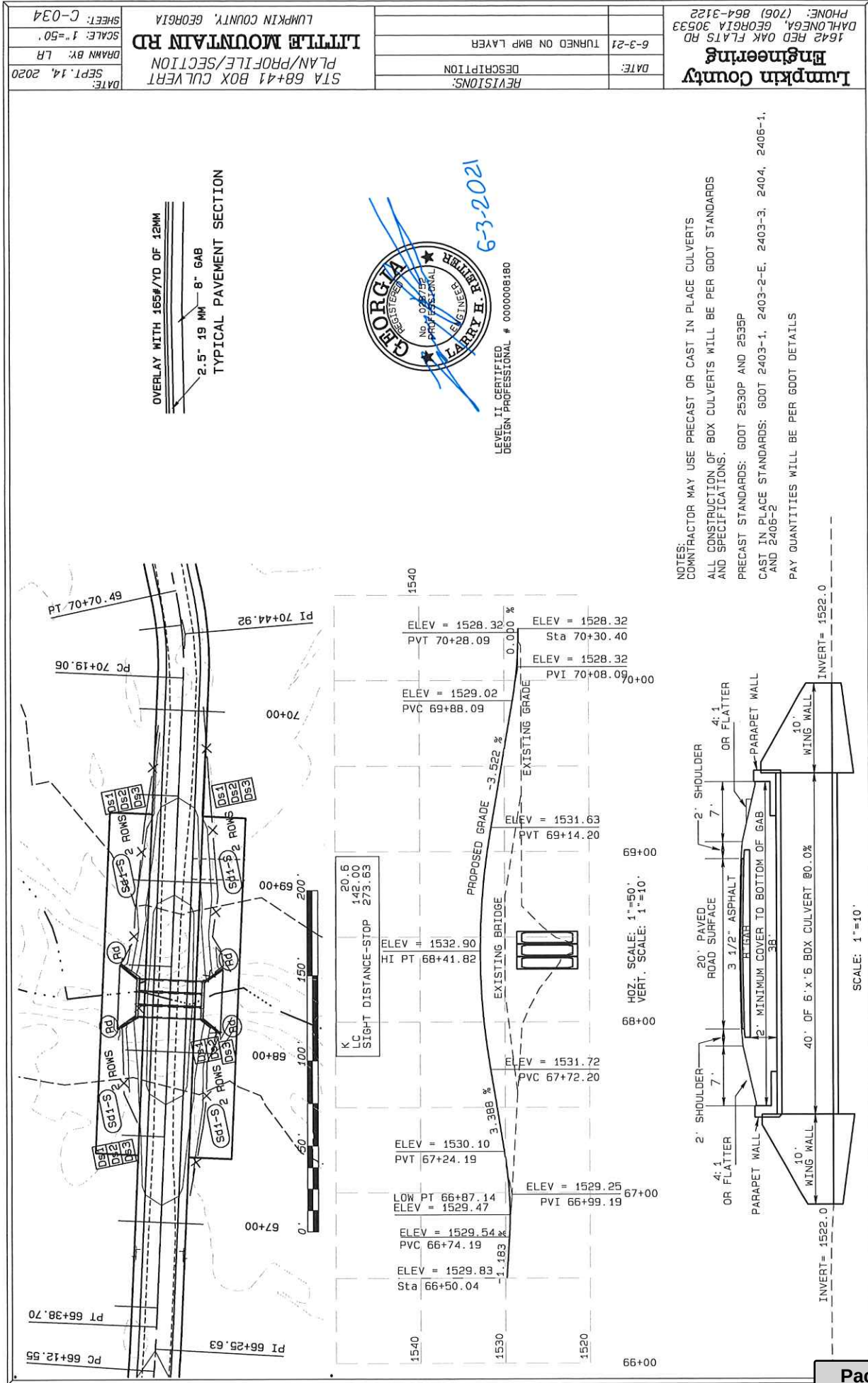
Pages: 2

By: Ryan McDuffie, Purchasing Agent

Vendor Name: North Georgia Concrete Inc.

(A copy must be attached to the Addenda Acknowledgement)

1. Please make sure to include the bidders' certification and unit pricing sheet as part of your submission. Those two items are not on the checklist but are expected to be included in your submission.
2. Bridge removal clarification- Disassemble the Bailey bridge to a size that the County can move on a low boy trailer. Bridge parts can be left on site and the County will move the parts offsite.
3. Does the vendor need to provide a diversion plan?
 - a. There is no diversion plan required.
4. Who will perform the concrete testing?
 - a. Awarded vendor.
5. Are there any utilities that need to be moved?
 - a. Vendor will need to perform utility locating to confirm there are none.
6. Who is doing the NPDES monitoring?
 - a. Disturbed area is less than 1 acre so NPDES monitoring is not required.



Little Mountain Rd
EROSION CONTROL DETAILS
LUMPKIN COUNTY, GEORGIA
SHEET: ES-003
SCALE: nts
DRAWN BY: LR
DATE: SEPT. 14, 2020

Revisions:

DESCRIPTION:

DATE:

Lumpkin County Engineering
1642 RED OAK FLATS RD
DALYMEGA, GEORGIA 30533
PHONE: (706) 864-3122

24 HR CONTACT:
LARRY REITER
(706) 973-7805

34. Appendix B rationale for NTU values
WESTERN TRIB. OF POVERTY CREEK
DRAINAGE AREA= 0.24 SQMI
PROJECT AREA= 3.2 AC
APPENDIX B VALUE= 25 NTU
POVERTY CREEK
DRAINAGE AREA= 2.71 SQMI
PROJECT AREA= 10.5 AC
APPENDIX B VALUE= 25 NTU
MILL CREEK
DRAINAGE AREA= 3.36 SQMI
PROJECT AREA= 112.83 SQMI
APPENDIX B VALUE= 25 NTU

EROSION CONTROL CERTIFICATION
I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY SUPERVISION.

LARRY REITER
LEVEL II CERTIFIED
DESIGN PROFESSIONAL # 0000008180

35. Appendix B rationale for NTU values
WESTERN TRIB. OF POVERTY CREEK
DRAINAGE AREA= 151 AC
PROJECT AREA= 151 AC
APPENDIX B VALUE= 25 NTU
POVERTY CREEK
DRAINAGE AREA= 1731 AC
PROJECT AREA= 1731 AC
APPENDIX B VALUE= 25 NTU
MILL CREEK
DRAINAGE AREA= 2232 AC
PROJECT AREA= 2232 AC
APPENDIX B VALUE= 25 NTU

45. RUNOFF COEFFICIENT OR PEAK DISCHARGE
WESTERN TRIB. OF POVERTY CREEK
DRAINAGE AREA= 151 AC
TC= 21 MIN
PRE DEVELOPMENT CN= 58
POST DEVELOPMENT CN= 58
Peak Flow by Rainfall Return Period
2-yr 10-yr 25-yr 50-yr 100-yr
(cfs) (cfs) (cfs) (cfs) (cfs)
80.89 138.97 195.13 282.85 436.53
POVERTY CREEK
DRAINAGE AREA= 1731 AC
TC= 21 MIN
PRE DEVELOPMENT CN= 58
POST DEVELOPMENT CN= 58
Peak Flow by Rainfall Return Period
2-yr 10-yr 25-yr 50-yr 100-yr
(cfs) (cfs) (cfs) (cfs) (cfs)
712.01 1078.06 1421.61 1939.12 2360.43
MILL CREEK
DRAINAGE AREA= 2232 AC
TC= 21 MIN
PRE DEVELOPMENT CN= 58
POST DEVELOPMENT CN= 58
Peak Flow by Rainfall Return Period
2-yr 10-yr 25-yr 50-yr 100-yr
(cfs) (cfs) (cfs) (cfs) (cfs)
726.55 1095.48 1438.96 1958.29 2397.70

ROCK FILTER DAM
NOTE: ROCK FILTER DAM IS TO BE CLEANED OUT WHEN VOLUME BECOMES HALF FULL.
9" MINIMUM
2:1 OR FLATTER
3-5 LB. STONE
GEOTEXTILES
NOTE: ROCK SIZE DETERMINED ACCORDING TO SPECIFICATIONS SET FORTH IN APPENDIX C.

SILT FENCE - TYPE SENSITIVE
SIDE VIEW
FRONT VIEW
NOTE: USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION CONTROL PLAN.
2' HEIGHT (V) 24" MIN.

DS3 DISTURBED AREA STABILIZATION PERMANENT VEGETATION
GRASS: JANUARY- APRIL: RYE GRASS @ 40 LBS/AC
MAY- AUGUST: BERMUDGRASS @ 50 LBS/AC
SEPTEMBER- DECEMBER: RYEGRASS @ 40 LBS/AC
LIME: 2 TONS PER ACRE
FERTILIZER: FIRST YEAR- 6-12-12 AT 1500 LBS/AC
SECOND YEAR- 6-12-12 AT 800 LBS/AC

DS2 DISTURBED AREA STABILIZATION TEMPORARY VEGETATION
GRASS: JANUARY- APRIL: RYE GRASS @ 40 LBS/AC
MAY- AUGUST: BERMUDGRASS @ 50 LBS/AC
SEPTEMBER- DECEMBER: RYEGRASS @ 40 LBS/AC
LIME: 2 TONS PER ACRE
FERTILIZER: FIRST YEAR- 6-12-12 AT 1500 LBS/AC
SECOND YEAR- 6-12-12 AT 800 LBS/AC

DS1 DISTURBED AREA STABILIZATION TEMPORARY
Dry straw or hay shall be applied at a depth of 2 to 4 inches providing complete soil coverage.

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter

300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Lumpkin County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Ryan McDuffie
Lumpkin County Purchasing Agent
99 Courthouse Hill, Suite D
Dahlonega, GA 30533
Fax: (706) 482-2201
Email: ryan.mcduffie@lumpkincounty.gov

LUMPKIN COUNTY BOARD OF COMMISSIONERS

SAVE Affidavit

(Systematic Alien Verification for Entitlements)

Affidavit for a Public Benefit as required by the Georgia Immigration Reform and Enforcement Act of 2011

By executing this affidavit under oath, as an applicant for a public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e)(2)], I am stating the following:

X I am a United States citizen; or

_____ I am a legal permanent resident of the United States*; or

_____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

*Alien registration number for non-citizens issued by the Department of Homeland Security or other federal immigration agency is: N/A

At least one secure and verifiable document for identification purposes must be provided as required by O.C.G.A. § 50-36-1 (e) (1). See list on page 2 of this document.

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

North Georgia Concrete Inc.

Applying on behalf/Name of associated business

June 22, 2021

Jeffrey J. Rudiger
Signature of Applicant

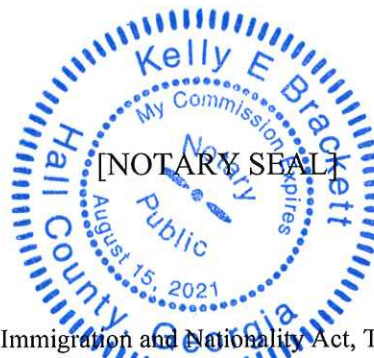
Date

Printed Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 22nd DAY OF June 2021

Kelly E Brackett
Notary Public

My Commission Expires: 8/15/2021



*NOTE: O.C.G.A. 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A. §50-36-2

[Issued August 1, 2011 by the Office of the Attorney General, Georgia]

The following list of secure and verifiable documents, published under the authority of O.C.G.A. §50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

**INDICATE AND ATTACH A COPY OF THE DOCUMENT
(front and back)**

- ☐ United States passport or passport card
- ☐ United States military identification card
- ☐ Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
- ☐ Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
- ☒ Driver's license issued by one of the United States, the District of Columbia, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- ☐ Identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- ☐ Tribal identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- ☐ Passport issued by a foreign government
- ☐ Free and Secure Trade (FAST) card
- ☐ NEXUS card
- ☐ United States Permanent Resident Card or Alien Registration Receipt Card
- ☐ Employment Authorization Document that contains a photograph of the bearer.
- ☐ Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-560 or Form N-561]
- ☐ Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-550 or Form N-570]

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

219422

EEV / E-Verify Company Identification Number
North Georgia Concrete Inc.

June 9, 2009

BY: Authorized Officer or Agent

Date

(Contractor Name)

Vice President

Title of Authorized Officer or Agent of Contractor

Jeffrey J. Rudiger

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE DAY OF 2021

Kelly E Brackett
Notary Public



My Commission Expires: 8/15/2021

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the County identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

58870

EEV / E-Verify™ Company Identification Number

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

Allied Paving Contractors, Inc.

Vice President

Title of Authorized Officer or Agent of Contractor

Bryan Jones

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

THIS THE 5th DAY OF May 2021

[Signature]
Notary Public



My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Attachment: North GA Concrete submission REDACTED (2021-042 : Consideration of Little Mountain Road Bridge Replacement Contract)

Private Employer Exemption Affidavit Pursuant to O.C.G.A § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A §36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent program in accordance with the applicable provisions and deadlines established in O.C.G.A § 13-10-90.

N/A

Signature of Exempt Private Employer

N/A

Printed Name of Exempt Private Employer

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

N/A

Signature of Authorized Officer or Agent

N/A

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE N/A DAY OF
N/A, 20 .

N/A

NOTARY PUBLIC

My Commission Expires: N/A

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Form **W-9**
(Rev. August 2013)
Department of the
Treasury Internal

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) North Georgia Concrete Inc.	
Business name/disregarded entity name, if different from above Same as above	
Check appropriate box for federal tax classification: Individual/sole proprietor C Corporation X S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ 85 Chestatee Industrial Park Dr.	Exemptions (see instructions): Exempt payee code (if any) N/A Exemption from FATCA reporting code (if any) N/A
Address (number, street, and apt. or suite no.) Dahlonega, GA 30533	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
[REDACTED]									
Employer identification number									
5	2	-	2	5	0	5	3	9	7

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sig n	Signature of U.S. person	Date ▶ June 22, 2021
		

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business.

Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**CONTRACT FOR
LITTLE MOUNTAIN ROAD BRIDGE REMOVAL, CULVERT
REPLACEMENT, GRADING AND PAVING
Project# 2021-003**

This agreement is made and entered into between the **Lumpkin County Board of Commissioners**, hereinafter referred to as “Lumpkin County”, a political subdivision of the State of Georgia, and **North Georgia Concrete, Inc.**, hereinafter referred to as “Contractor”.

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

A. Summary of Work and Payment:

1. Contractor shall provide all necessary labor, material and equipment for bridge removal and installation of a triple 6x6 box culvert including all necessary grading, base, paving, striping and erosion control items according to the plans prepared by Lumpkin County Engineering dated Sept. 14, 2020 and revised June 3, 2021 for Little Mountain Road consisting of Sheet C-034 entitled ‘STA 68+41 Box Culvert Plan/Profile Section’ and Sheet ES-003 entitled ‘Erosion Control Details’. All work must be done in accordance with the plans, the 2013 State of Georgia Standard Specifications and the Invitation to Bid issued by Lumpkin County dated May 19, 2021, and Addendum 1 issued June 10, 2021.

Lumpkin County personnel will be supervising construction of this project. The project will also be subject to inspections and audits by the Georgia Department of Transportation.

2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from Lumpkin County. All work must be completed no later than 180 days from the day the Notice to Proceed is issued.

3. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor’s authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

4. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub- contractor or personnel is unsatisfactory.

5. Contractor shall be paid according to the terms set forth in the Invitation to Bid for work performed under this Contract on a unit price basis as follows:

LINE NO	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE DOLLARS/CENTS
0005	150-3110 Traffic Control	Lump Sum	\$4,653.00
0015	540-Removal and Disassembling of Existing Bridge	Lump Sum	\$9,442.00
0020	210-Grading Complete	Lump Sum	\$99,259.00
0025	204-Channel Excavation	118 Cu. Yds	\$80.00
0030	207-Backfill for Minor Structures	102 Tons	\$73.10
0035	500-Class AA Concrete	131 Cu. Yds.	\$607.80
0040	511- Reinforcement Steel	13871 Lbs.	\$0.95
0045	310-Graded Aggregate Base	275 Tons	\$86.50
0050	402-Recycled Asphalt Conc. 19 mm Incl. Bitum. Material and H Lime	120 Tons	\$201.20
0055	402-Recycled Asphalt Conc.12.5 mm Incl. Bitum. Material and H Lime	80 Tons	\$201.20
0060	163-Erosion Control Incl. Permanent Grassing	Lump Sum	\$9,218.00

B. Bonds:

Contractor shall, prior to commencing work, provide and shall maintain, during the continuance of all work under the Contract, all Bonds required in the Invitation to Bid.

C. Liability:

Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this Contract.

Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

Contractor shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage, including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Contractor's activities.

D. Insurance:

The Contractor shall, during the continuance of all work under the Contract, provide and maintain all insurance policies required by the Invitation to Bid.

E. Assignment of Contractual Rights and Subcontracting:

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the County.

Contractor shall not subcontract any work without the express written consent of the County. The County must approve all subcontractors.

F. Indemnity:

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

G. Documents Deemed Part of Contract:

Unless otherwise modified by this Contract, the plans prepared by Lumpkin County Engineering dated Sept. 14, 2020 and revised June 3, 2021 for Little Mountain Road consisting of Sheet C-034 entitled 'STA 68+41 Box Culvert Plan/Profile Section' and Sheet ES-003 entitled 'Erosion Control Details', the 2013 State of Georgia Standard Specifications and the

Invitation to Bid issued by Lumpkin County dated May 19, 2021, and Addendum 1 issued June 10, 2021, shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State or Georgia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

I. Dispute Resolution:

Lumpkin County and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

J. Cancellation:

Lumpkin County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained herein, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Contractor.

If the termination clause is used by the County, the Contractor will be paid by the County for all scheduled work completed satisfactorily by the Contractor up to the termination date set forth in the written termination notice.

K. Safe Working Environment and Drug Free Workplace

Contractor shall provide a safe working environment.

Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. If Contractor hires a Sub Contractor to work in a drug-free work place, Contractor shall secure from that Sub Contractor the following written certification:

As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

The Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

L. Amendments or Modifications:

All contract amendments or modifications must be in writing and signed by all parties.

M. Notices:

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

1. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or

2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

North Georgia Concrete, Inc.
Attn: Jeffrey J. Rudiger, Vice President
85 Chestatee Industrial Park Dr.
Dahlonega, GA 30533

and to Lumpkin County at the following address:

Lumpkin County Board of Commissioners
Attn: County Manager
99 Courthouse Hill, Ste A
Dahlonega, Georgia 30533

This Contract is made and entered into this 6th day of July, 2021.

Lumpkin County:

Contractor:

Incorporated

North Georgia Concrete, Inc.

By:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Jeffrey J. Rudiger, Vice President

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachment: Little Mtn Bridge Contract (2021-042 : Consideration of Little Mountain Road Bridge Replacement Contract)