

**Oxford Mayor and Council  
Special Called Voting Meeting  
Monday July 15, 2024 – 6:30 p.m.  
Oxford City Hall  
110 W. Clark Street – Oxford GA 30054  
A G E N D A**

1. **Call to Order, Mayor David S. Eady**
2. **Motion to accept the Agenda for the July 15, 2024 Mayor and Council Special Called Meeting.**
3. **\*Consider Awarding Bid to Peach State Construction for the Whatcoat Street Project and Authorizing the Mayor to Sign the Contract for the \$719,864 Bid Price:** See attached documents for recommendations on funding strategy.
4. **\*Consideration of a Task Order from AtkinsRéalis for Whatcoat Street:** This task order will be to make any necessary changes to the current plans, and it will cover AtkinsRéalis acting as the construction manager on behalf of the City to monitor the schedule and quality of the work being performed.
5. **\*Consider authorizing the Mayor to sign a Task Order for Robert Jordan to begin the ROW Easement Mapping:** Mr. Jordan indicated the Task Order for this work would not exceed \$7,500.
6. **\*Consider authorizing the Mayor to sign a contract for the replacement of the water fountains at Asbury Street Park:** Please see the attached memo and PowerPoint for more information.
7. **Adjourn**

\*Attachments

# Bid Analysis of the Whatcoat Street Realignment

Produced By AtkinsRéalis on 5/21/2024

Roadway Items	GDOT Item		
	Number	Estimated	Description
		Quantity	
	150-1000	1 LS	Traffic Control
	210-0100	1 LS	Grading Complete
	310-1101	858 TN	GR AGGR base CRS, INCL MATL
	402-3100	109 TN	RECYCLED ASPH CONC 9.5MM SUPERPAVE TYPE 1, GP 1, OR BLEND 1 INCL BITUM MATL & H LIME
	402-3113	6 TN	RECYCLED ASPH CONC 12.5MM SUPERPAVE GP 1, OR GP 2 INCL BITUM MATL & H LIME
	402-3121	17 TN	RECYCLED ASPH CONC 25.0MM SUPERPAVE GP 1, OR GP 2 INCL BITUM MATL & H LIME
	402-3190	209 TN	RECYCLED ASPH CONC 19.0MM SUPERPAVE GP 1, OR GP 2 INCL BITUM MATL & H LIME
	413-0750	170 GL	TACK COAT
	432-5010	60 SY	MILL ASPH CONC PVMT, VARIABLE DEPTH
	441-0104	170 SY	CONC SIDEWALK, 4 IN

441-5002	100 LF	CONC HEADER CURB, 6 in, TP 2
441-6216	844 LF	CONC CURB & GUTTER, 8 in X 24 in, TP 2
441-6216	178 LF	CONC CURB & GUTTER, 8 in X 30 in, TP 2
441-7012	2 EA	CURB CUT WHEEL CHAIR RAMP, TYPE B
500-9999	9 CY	CLASS B CONC, BASE PVM T WIDENING
550-1180	315 LF	STORM DRAIN PIPE, 18 in, H 1-10
573-2006	75 LF	UNDDR PIPE INCL DRAINAGE AGGR, 6 in
611-3030	1 EA	RECONSTR STORM SEW MANHOLE, TYPE 1
668-1100	1 EA	CATCH BASIN, GP 1
668-2100	2 EA	DROP INLET, GP 1
668-2110	2 LF	DROP INLET, GP 1, ADDL DEPTH
999-9000	1 LS	WORK ALLOWANCE

**Subtotal:**

**Temporary Erosion  
Control**

GDOT Item Number	Estimated Quantity	Description
163-0232	1 AC	TEMPORARY GRASSING
163-0240	10	MULCH

	TN	
163-0300	1 EA	CONSTRUCTION EXIT
163-0550	7 EA	CONSTRUCT & REMOVE INLET SEDIMENT TRAP
165-0030	1734 LF	MAINTENANCE OF TEMP SILT FENCE, TP A
165-0101	1 EA	MAINTENANCE OF CONSTRUCTION EXIT
165-0105	7 EA	MAINTENANCE OF INLET SEDIMENT TRAP
171-0030	1734 LF	TEMPORARY SILT FENCE, TYPE A
643-8200	568 LF	BARRIER FENCE (ORANGE), 4 FT

**Subtotal:**

**Permanent Erosion  
Control**

GDOT Item Number	Estimated Quantity	Description
163-0527	2 EA	CONSTRUCT & REMOVE RIP RAP CHECKDAMS STONE PLAIN RIP RAP/SANDBAGS
700-6910	0.27 AC	PERMANENT GRASSING
700-7000	1 TN	AGRICULTURAL LIME
700-8000	1 TN	FERTILIZER MIX GRADE
700-8100	25 TN	FERTILIZER NITROGEN CONTENT
700-9300	1267 SY	SOD



**Subtotal:**

**Signing and  
Marking**

GDOT Item Number	Estimated  Quantity	Description
634-1200	4 EA	RIGHT OF WAY MARKER
636-1033	24 SF	HIGHWAY SIGNS, TP 1 MATL REFL SHEETING, TP 9
636-1036	1 SF	HIGHWAY SIGNS, TP 1 MATL REFL SHEETING, TP 11
636-2070	64 LF	GALV STEEL POST, TP 7
653-1501	52 LF	THERMOPLASTIC SOLID TRAF STRIPE 5 in, WHITE
653-1502	498 LF	THERMOPLASTIC SOLID TRAF STRIPE 5 in, YELLOW
653-1704	25 LF	THERMOPLASTIC SOLID TRAF STRIPE 24 in, WHITE
653-1804	340 LF	THERMOPLASTIC SOLID TRAF STRIPE 8 in, WHITE
654-1004	46 EA	RAISED PAVEMENT MARKERS, TP 4
999-9001	1 LS	SITE LIGHTING ALLOWANCE

**Subtotal:**

**Totals:**

Project

Backbone Infrastructure		East Coast Grading		
Unit Price	Total Price	Unit Price	Total Price	Unit Price
\$50,000.00	\$50,000.00	\$125,000.00	\$125,000.00	\$75,000.00
\$574,976.10	\$574,976.10	\$200,000.00	\$200,000.00	\$298,621.00
\$36.00	\$30,888.00	\$70.00	\$60,060.00	\$38.00
\$205.00	\$22,345.00	\$200.00	\$21,800.00	\$235.00
\$200.00	\$1,200.00	\$300.00	\$1,800.00	\$227.00
\$200.00	\$3,400.00	\$300.00	\$5,100.00	\$221.00
\$200.00	\$41,800.00	\$200.00	\$41,800.00	\$216.00
\$10.00	\$1,700.00	\$10.00	\$1,700.00	\$10.00
\$210.00	\$12,600.00	\$100.00	\$6,000.00	\$50.00
\$44.00	\$7,480.00	\$67.50	\$11,475.00	\$44.00

\$20.00	\$2,000.00	\$40.00	\$4,000.00	\$21.00
\$24.00	\$20,256.00	\$40.00	\$33,760.00	\$23.50
\$26.00	\$4,628.00	\$45.00	\$8,010.00	\$25.85
\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$1,550.00
\$280.00	\$2,520.00	\$450.00	\$4,050.00	\$225.00
\$75.00	\$23,625.00	\$150.00	\$47,250.00	\$80.00
\$65.00	\$4,875.00	\$175.00	\$13,125.00	\$10.00
\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$3,000.00
\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00	\$6,200.00
\$5,500.00	\$11,000.00	\$7,500.00	\$15,000.00	\$6,000.00
\$450.00	\$900.00	\$750.00	\$1,500.00	\$500.00
\$10,000.00	\$10,000.00	\$100,000.00	\$100,000.00	\$0.00
\$ 838,693.10		\$ 717,430.00		

Backbone Infrastructure		East Coast Grading		
Unit Price	Total Price	Unit Price	Total Price	Unit Price
\$500.00	\$500.00	\$500.00	\$500.00	\$750.00
\$300.00	\$3,000.00	\$550.00	\$5,500.00	\$250.00

\$1,250.00	\$1,250.00	\$5,000.00	\$5,000.00	\$1,500.00
\$300.00	\$2,100.00	\$250.00	\$1,750.00	\$150.00
\$0.50	\$867.00	\$0.50	\$867.00	\$1.00
\$150.00	\$150.00	\$1,000.00	\$1,000.00	\$500.00
\$50.00	\$350.00	\$150.00	\$1,050.00	\$50.00
\$3.50	\$6,069.00	\$2.00	\$3,468.00	\$2.25
\$2.00	\$1,136.00	\$2.00	\$1,136.00	\$2.00
\$ 15,422.00		\$ 20,271.00		

Backbone Infrastructure		East Coast Grading		
Unit Price	Total Price	Unit Price	Total Price	Unit Price
\$550.00	\$1,100.00	\$1,500.00	\$3,000.00	\$300.00
\$2,500.00	\$675.00	\$2,500.00	\$675.00	\$1,500.00
\$250.00	\$250.00	\$500.00	\$500.00	\$400.00
\$450.00	\$450.00	\$1,000.00	\$1,000.00	\$350.00
\$7.00	\$175.00	\$15.00	\$375.00	\$4.00
\$10.50	\$13,303.50	\$12.00	\$15,204.00	\$8.00

\$ 15,953.50

\$ 20,754.00

Backbone Infrastructure		East Coast Grading		
Unit Price	Total Price	Unit Price	Total Price	Unit Price
\$200.00	\$800.00	\$75.00	\$300.00	\$400.00
\$25.00	\$600.00	\$19.00	\$456.00	\$30.00
\$50.00	\$50.00	\$19.00	\$19.00	\$30.00
\$20.00	\$1,280.00	\$16.00	\$1,024.00	\$12.00
\$1.00	\$52.00	\$3.00	\$156.00	\$1.00
\$1.00	\$498.00	\$3.00	\$1,494.00	\$1.00
\$7.00	\$175.00	\$8.75	\$218.75	\$7.50
\$3.00	\$1,020.00	\$4.20	\$1,428.00	\$3.25
\$95.00	\$4,370.00	\$11.00	\$506.00	\$100.00
\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
\$ 258,845.00		\$ 255,601.75		

Backbone Infrastructure	East Coast Grading	
\$ 1,128,913.60	\$ 1,014,056.75	

Ohmshiv Construction	Summit CD		Peach State Construction	
Total Price	Unit Price	Total Price	Unit Price	Total Price
\$75,000.00	\$45,650.00	\$45,650.00	\$28,600.00	\$28,600.00
\$298,621.00	\$177,761.66	\$177,761.66	\$78,350.00	\$78,350.00
\$32,604.00	\$48.00	\$41,184.00	\$41.00	\$35,178.00
\$25,615.00	\$210.00	\$22,890.00	\$300.00	\$32,700.00
\$1,362.00	\$450.00	\$2,700.00	\$300.00	\$1,800.00
\$3,757.00	\$350.00	\$5,950.00	\$300.00	\$5,100.00
\$45,144.00	\$180.00	\$37,620.00	\$250.00	\$52,250.00
\$1,700.00	\$15.00	\$2,550.00	\$5.00	\$850.00
\$3,000.00	\$120.00	\$7,200.00	\$50.00	\$3,000.00
\$7,480.00	\$60.00	\$10,200.00	\$45.00	\$7,650.00

\$2,100.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00
\$19,834.00	\$29.00	\$24,476.00	\$26.00	\$21,944.00
\$4,601.30	\$32.00	\$5,696.00	\$30.00	\$5,340.00
\$3,100.00	\$1,500.00	\$3,000.00	\$850.00	\$1,700.00
\$2,025.00	\$450.00	\$4,050.00	\$325.00	\$2,925.00
\$25,200.00	\$80.00	\$25,200.00	\$75.00	\$23,625.00
\$750.00	\$20.00	\$1,500.00	\$45.00	\$3,375.00
\$3,000.00	\$5,200.00	\$5,200.00	\$3,500.00	\$3,500.00
\$6,200.00	\$6,500.00	\$6,500.00	\$3,100.00	\$3,100.00
\$12,000.00	\$6,500.00	\$13,000.00	\$3,100.00	\$6,200.00
\$1,000.00	\$150.00	\$300.00	\$250.00	\$500.00
\$0.00	\$100,000.00	\$100,000.00	\$1,000.00	\$1,000.00
\$ 574,093.30		\$ 544,627.66		\$ 320,687.00

Ohmshiv Construction	Summit CD		Peach State Construction	
Total Price	Unit Price	Total Price	Unit Price	Total Price
\$750.00	\$150.00	\$150.00	\$1,500.00	\$1,500.00
\$2,500.00	\$50.00	\$500.00	\$300.00	\$3,000.00

\$1,500.00	\$1,500.00	\$1,500.00	\$850.00	\$850.00
\$1,050.00	\$220.00	\$1,540.00	\$250.00	\$1,750.00
\$1,734.00	\$0.10	\$173.40	\$0.50	\$867.00
\$500.00	\$250.00	\$250.00	\$100.00	\$100.00
\$350.00	\$50.00	\$350.00	\$50.00	\$350.00
\$3,901.50	\$1.48	\$2,566.32	\$5.00	\$8,670.00
\$1,136.00	\$1.88	\$1,067.84	\$7.50	\$4,260.00
\$ 13,421.50		\$ 8,097.56		\$ 21,347.00

Ohmshiv Construction	Summit CD		Peach State Construction	
Total Price	Unit Price	Total Price	Unit Price	Total Price
\$600.00	\$450.00	\$900.00	\$250.00	\$500.00
\$405.00	\$500.00	\$135.00	\$3,000.00	\$810.00
\$400.00	\$50.00	\$50.00	\$250.00	\$250.00
\$350.00	\$100.00	\$100.00	\$250.00	\$250.00
\$100.00	\$0.10	\$2.50	\$150.00	\$3,750.00
\$10,136.00	\$12.50	\$15,837.50	\$12.00	\$15,204.00



\$ 11,991.00

\$ 17,025.00

\$ 20,764.00

Ohmshiv Construction	Summit CD		Peach State Construction	
Total Price	Unit Price	Total Price	Unit Price	Total Price
\$1,600.00	\$350.00	\$1,400.00	\$250.00	\$1,000.00
\$720.00	\$24.00	\$576.00	\$20.00	\$480.00
\$30.00	\$28.00	\$28.00	\$50.00	\$50.00
\$768.00	\$12.50	\$800.00	\$14.00	\$896.00
\$52.00	\$1.00	\$52.00	\$5.00	\$260.00
\$498.00	\$1.00	\$498.00	\$5.00	\$2,490.00
\$187.50	\$7.00	\$175.00	\$20.00	\$500.00
\$1,105.00	\$3.00	\$1,020.00	\$5.00	\$1,700.00
\$4,600.00	\$95.00	\$4,370.00	\$15.00	\$690.00
\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
\$ 259,560.50		\$ 258,919.00		\$ 258,066.00

Ohmshiv Construction	Summit CD	Peach State Construction
\$ 859,066.30	\$ 828,669.22	\$ 620,864.00



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# **INVITATION TO BID**

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**BID SPECIFICATIONS AND CONTRACT DOCUMENTS**

for

**REALIGNMENT OF WHATCOAT ST., W GEORGE ST.  
AND GA HIGHWAY 81/EMORY STREET**

**ITB-24-001**

**OWNER: CITY OF OXFORD, GA**

**CONTRACTING AGENCY:  
CITY OF OXFORD, GA**

110 West Clark Street  
Oxford, GA 30054  
(770) 786-7004

Prepared by:



1600 River Edge Parkway, Suite 700  
Atlanta, GA 30328

**BID # ITB-24-001**

**FINAL FOR ADVERTISING – 04/19/2024**

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REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

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**INVITATION TO BID****SEALED BID # 24-001****REALIGNMENT OF WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.**

This Invitation to Bid ("ITB") is issued by the City of Oxford, to solicit proposal packages (each a "Bid") from interested parties (each a "Bidder") for the construction of the Realignment of Whatcoat St., W George St., and GA Highway 81/Emory St. ("Project"). The relocation will consist of the removal and complete reconstruction and realignment of approximately 400 linear feet of Whatcoat St., the complete removal and reconstruction of approximately 200 linear feet of W George St. and the realignment of the intersection of W George St. and GA Highway 81/Emory St. The work includes pavement demolition, sidewalks, curb & gutter, and new roadway pavement. Other improvements include: storm drain installation, mill and inlay of pavement, signing and marking, landscaping, and lighting. This ITB includes complete Bidder's instructions and a detailed scope of work.

**BID OPENING DATE: 05/20/2024**

Contract documents, plans, ITB and specifications can be obtained from here:

<https://www.oxfordgeorgia.org/>

**PRE-BID CONFERENCE:**

A voluntary pre-bid conference will be held at 5/03/2024 @ 2:00 PM (E.S.T.) via Microsoft Teams. Please send an e-mail to [george.kakunes@atkinsrealis.com](mailto:george.kakunes@atkinsrealis.com) for a meeting invitation.

**Bids Are Due by 2:00 pm local time at:**

**CITY OF OXFORD**

**110 West Clark Street**

**Oxford, GA 30054**

**Attn: Bill Andrew, City Manager**

**Before 2:00 PM by 05/20/2024**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, 2 COPIES, AND AN ELECTRONIC PDF COPY OF THE BID. ELECTRONIC COPY CAN BE IN THE FORM OF A CD, DVD OR FLASH DRIVE.**

**(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

**INSTRUCTIONS TO CONTRACTORS:**

**RETURN SEALED BID TO:**

**CITY OF OXFORD**

**Attn: Mr. Bill Andrew, City Manager**

**110 West Clark Street**

**Oxford, GA 30054**


## REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

**EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST INCLUDE:**

Contractor's Name and Address  
ITB Title & Number as noted on top of this section  
ITB Due Date & Time as noted on top of this section

**THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE**

By signing and returning this form with a Bid, the authorized signer and represented Bidder have read, understand, and agree to information within this Invitation to Bid and with required and informational documents, files, and/or forms posted to webpage for this ITB and made part of this ITB and any contract that may be awarded as a result of response to this ITB. Furthermore, Bidder acknowledges and agrees that Bidder has carefully examined and fully understands the provisions and requirements of this ITB, has made a personal examination of the site of the proposed Project (if applicable), is satisfied as to the actual conditions and requirements of the proposed Project, and hereby proposes and agrees that if Bidder's Bid is accepted, Bidder will contract with the City of Oxford in full conformance with the Contract Documents.

Contractor/Bidder	<u>Peach State Construction Co, LLC</u>
Contact Name:	<u>John M. Woody</u>
Mailing Address:	<u>P.O. Box 87</u>
	<u>Covington, GA 30014</u>
Contractor Phone Number(s):	<u>770-788-6363</u>
Contractor FAX Number(s):	<u>770-788-6364</u>
Email Address for Contractor:	<u>john@peachstateco.com</u>
Contact: Authorized Contractor Signature:	
Printed Name of Signer:	<u>John M. Woody</u>
Contractor Federal I.D or SS#	<u>61-1730113</u>

NOTE: The City of Oxford will not be responsible for the accuracy or completeness of the content of any City of Oxford Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the City of Oxford.

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**SCHEDULE OF EVENTS**

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
ITB Issue Date .....	04/19/2024
Pre-Bid Conference .....	05/03/2024; 2:00 PM
Deadline for Receipt of Written Questions.....	05/10/2024; 4:00 PM
Deadline for Posting of Written Answers .....	05/15/2024; 4:00 PM
ITB Response (Bid) Due Date/Time .....	05/20/2024; 2:00 PM

**CITY OF OXFORD HOURS OF OPERATION:**

Monday – Friday 9:00 AM – 5:00 PM;

*(All time references in this document are to be understood as local, Eastern Time)*

## SECTION 1: ITB INSTRUCTIONS

### 1.0 Single Point of Contact

- Bidders are not allowed to communicate with any City of Oxford staff regarding this procurement, except the City of Oxford's agent in charge of this solicitation.
- Any unauthorized contact may disqualify the Bidder from further consideration.
- Contact information for the single point of contact is as follows:

Procurement Agent:	George Kakunes
Address:	AtkinsRealis 1600 RiverEdge Pkwy. Suite 700 Atlanta, GA 30328
Telephone Number:	(678) 247-2504
E-mail Address:	george.kakunes@atkinsrealis.com

### 1.1 Required Review

**1.1.1 Definitions of Certain Terms:** Appendix C of this document contains definitions to a list of procurement terms that may be used in the ITB and procurement process. Bidders are encouraged to review these terms for intent and meaning used throughout the ITB and contracting process.

**1.1.2 Review of ITB:** Bidders should carefully review this ITB in its entirety including all instructions, requirements, specifications, and terms/conditions, and promptly notify the Procurement Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of this ITB.

**1.1.3 Addenda:** The City of Oxford may revise this ITB by issuing an addendum prior to the ITB Response Due Date/Time. The addendum will be posted on the City of Oxford's website alongside the posting of the ITB <https://www.oxfordgeorgia.org>. Any publicly issued addendum will become part of the bid documents and subsequent contract.

- Bidders must sign and return any addendum acknowledgement page with their Bid response.
- Failure to submit Bid in accordance with an addendum may be cause for rejection.
- The City of Oxford may postpone an opening/due date and time in order to notify vendors of an addendum and to give Bidders sufficient time to respond to the addendum.

It is the Bidder's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for this Project.

**1.1.4 Form of Questions:** Bidders with questions, requiring clarification, or interpretation of any section within this ITB must be addressed to the City of Oxford's procurement agent, contact identified within this ITB. Questions in writing shall be emailed to George Kakunes at [george.kakunes@atkinsrealis.com](mailto:george.kakunes@atkinsrealis.com).

- Questions must be received by the City of Oxford on or before 5/10/2024, 4:00 PM.
- Each question must provide clear reference to the section, page, and item in question.
- Questions received after the deadline may not be considered.

**1.1.5 City of Oxford's Answers:** The City of Oxford will provide official written answers to all written questions received on or before Question Deadline noted above in Section 1.1.4 through an addendum.

- Answers to questions will be posted by 4:00 PM, 5/15/2024 on the website: <https://www.oxfordgeorgia.org>
- Any material changes to the ITB, including changes to the Scope of Project/Specifications, Calendar of Events, etc., will be formally communicated through an addendum that will be added posted on the website <https://www.oxfordgeorgia.org>



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REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

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- Bidders must sign and return any addendum acknowledgement page with their bid (see Section 1.1.3).
- Any other form of interpretation, correction, or change to this ITB will not be binding upon the City of Oxford.

## 1.2 Pre-Bid Conference

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A Voluntary Pre-Bid Conference will be held on **5/03/2024 at 2:00 PM** via Microsoft Teams. Please send an e-mail to George Kakunes at [george.kakunes@atkinsrealis.com](mailto:george.kakunes@atkinsrealis.com) for a meeting invite.

- Bidders may use this opportunity to ask clarifying questions or obtain a better understanding of the Project or to notify the City of Oxford of any ambiguity, inconsistency, or error that may be discovered upon examination of this ITB.
- All responses to questions at the Pre-Bid Conference will be oral and in no way binding on the City of Oxford. (See Sections 1.1.4 and 1.1.5)

## 1.3 Submitting a Bid

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**1.3.1 Failure to Comply with Instructions:** The City of Oxford may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any responses that fail to comply with these instructions, are difficult to understand, are difficult to read, or are missing any requested information.

**1.3.2 Standard Forms:** Bidders **must** respond to this ITB by completing the standard forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before the contract award process commences. See *Appendix A* for further instructions.

**1.3.3 Standard Contract:** By submitting a Bid in response to this ITB, Bidders agree to execute a contract materially incorporating those certain provisions set forth in **Section 6 Terms and Conditions** upon contract award by the City of Oxford. Bidders acknowledge that **Section 6 Terms and Conditions** does not define the total extent of the contract language.

**1.3.4 Bidder's Signature:**

- The first page of this ITB and any other pages requiring signatures must be signed by an individual authorized to legally bind the legal entity submitting the Bid and must be submitted with the Response.
- The Bidder's signature on a Bid in response to this ITB represents, warrants, and guarantees that the prices quoted have been established without collusion and without effort to preclude the City of Oxford from obtaining the best possible supply or service.
- By signing and submitting a response to this ITB, Bidder acknowledges and agrees that the Bidder has carefully examined and fully understands the provisions and requirements of this ITB; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if Bidder's Bid is accepted, Bidder will enter into a contract with the City of Oxford and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the Bid response must be furnished upon request.

**1.3.5 Organization of Bid:** Each Bid response must be organized in the order set forth in Section 3 of this ITB. The original Bid document and each Bid document copy shall have tabs separating each response section.

**1.3.6 Late Submissions, Withdrawals, and Corrections:**

**Late Bid:** Regardless of cause, late Bids **will not** be accepted and will automatically be disqualified from further consideration. It shall be the Bidder's sole risk to assure delivery to the receptionist's desk at the designated office by the designated ITB Response (Bid) Due Date/Time. Late Bids will not be opened and may be returned to the Bidder at the expense of the Bidder or destroyed if requested.

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REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

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**Bid Withdrawal:** A Bidder requesting to withdraw its Bid prior to the ITB Response (Bid) Due Date/Time may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the Bidder.

A Bidder requesting to withdraw after the Bid has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two (2) business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the Bidder. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the withdrawal request and a judgment will be made. Generally, bid withdrawal after Bids are opened for reasons other than obvious clerical errors is not permitted.

**Bid Correction:** If an error is discovered prior to the opening, the Bidder can submit a corrected Bid. The corrected Bid should be clearly marked to indicate that it replaces the Bid originally submitted.

If an obvious clerical error not involving unit pricing is discovered after the Bid has been opened, the Bidder may submit a letter to the designated Procurement Agent within two (2) business days of opening requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the Bidder or subject legal entity. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened Bids for reasons other than obvious clerical errors are not permitted. No changes to any unit price will be made after the Bids are opened. Errors in the mathematical extension of the quantities and unit prices will be corrected by the City of Oxford and the revised total Bid amounts are then to be used to determine the lowest reliable Bidder.

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## 1.4 Cost of Preparing a Bid

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**1.4.1 City of Oxford Not Responsible for Preparation Costs:** The costs for developing and delivering Bids, responses, or submissions to this ITB and any subsequent presentations of the Bid as requested by the City of Oxford are entirely the responsibility of the Bidder. The City of Oxford is not liable for any expense incurred by the Bidder in the preparation and presentation of its Bid.

**1.4.2 All Timely Submitted Materials Become City of Oxford Property:** All materials submitted, including those from awarded Bidder as well as those from unsuccessful Bidders, in response to this ITB become the property of the City of Oxford and are to be appended by Bidder to any formal documentation, which may further define or expand any contractual relationship between the City of Oxford and Bidder resulting from this ITB process.

**1.5**

**Special Notices**

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# **SPECIAL NOTICES**

## **SPECIAL NOTICE 1**

Right of Way Acquisition for the realignment of Whatcoat St. is complete.

## **SPECIAL NOTICE 2**

The time allowed for completion of the project will be Three Hundred Sixty (360) calendar days. At the discretion of the Engineer, liquidated damages of \$1000 per consecutive calendar day shall be assessed for failure to complete the project within the specified time frame.

## SECTION 2: BID RECEIPT AND EVALUATION PROCESS

### 2.0 Authority

This ITB is issued under the authority of the City of Oxford Act and applicable law. The City of Oxford has the authority to reject any and all Bids and to waive technicalities and informalities as further set forth in Section 2.3.

### 2.1 Receipt of Bids

#### **2.1.1 Public Information:**

During the opening of Bids, the Bidder's name, bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time.

**2.1.2 Procurement Agent's Review of Bids:** The City of Oxford will open and review the Bids to determine if the bid is responsive and responsible.

### 2.2 Classification and Evaluation of Bids

#### **2.2.1 Initial Classification of Bids as Responsive and Responsible:**

All Bids will initially be classified as either "responsive" or "nonresponsive".

1. Bids may be found nonresponsive any time during the evaluation process if
  - any of the required information is not provided;
  - the submitted price is found to be excessive or inadequate; or
  - the Bid does not comply with the plans and specifications as described and required in this ITB.

Submissions found nonresponsive will not be considered further.

2. The City of Oxford or designee will determine whether a Bidder has met the standards of responsibility – i.e., whether the Bidder has the capability in all respects to perform fully and reliably the requirements of this ITB and resulting contract based on the factors below. Such a determination may be made at any time during the evaluation of a Bid response if information surfaces that would result in a determination of non-responsibility.
  - If a Bidder is found non-responsible, the determination must be in writing, made a part of the procurement file, and sent to the affected Bidder.

**2.2.2 Evaluation of Bids:** During the evaluation of the Bids, the City of Oxford reserves the right to request clarification of Bid responses and the right to request the submission of references, if deemed necessary for a complete evaluation of Bids.

Award will be made to the responsive and responsible Bidder whose Bid is most economical according to designated criteria.

The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors:

- |  |                              |
|--|------------------------------|
| • price;   | • experience;                |
| • conformity to specifications;                        | • delivery promise;          |
| • financial ability to meet the contract;              | • terms of payment;          |
| • previous performance;                                | • compatibility as required; |
| • facilities and equipment;                            | • other costs;               |
| • availability of repair parts;                        |                              |
| • and other objective and accountable factors, if any. |                              |

The City of Oxford shall be the sole judge of the factors and will make the award in the best interest of the City of Oxford.

## REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

**2.2.3 Completeness of Bid:** Selection and award will be based on the Bidder's Bid. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

**2.2.4 Contract Award:** Contract award, if any, will be made by City of Oxford. The City of Oxford may elect to electronically deliver contracts to the awarded Contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures.

## 2.3 City of Oxford's Rights Reserved

While the City of Oxford has every intention to award a contract as a result of this ITB, issuance of the ITB in no way constitutes a commitment by the City of Oxford to award and execute a contract. Upon a determination such actions would be in its best interest, the City of Oxford, in its sole discretion, reserves the right to:

- cancel or terminate this ITB at any time. A notice of cancellation will be issued on the City of Oxford's website. If the ITB is cancelled, the City of Oxford will not reimburse any Bidder for the preparation of its Bid. Bids may be returned, at Bidder's expense, upon request if unopened;
- reject any or all Bids, responses, or submissions received in response to this ITB;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of this ITB which would not have significant impact on any Bid or submission;
- not award a contract if it is in the best interest of the City of Oxford not to proceed with contract execution; and
- terminate any contract if the City of Oxford determines adequate funds are not available.

## SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS

### 3.0 Organization of Bid

Each Bid must be organized in the order set forth below. Paper Original and Copy section shall have tabs separating each section. Each Bid and Copies must be submitted in a sealed envelope/package.

Sealed Bid envelope/package must be marked on the exterior with the following:

- Bidder's Name,
  - ITB #,
  - ITB Title, and
  - ITB Response (Bid) Due Date/Time.
1. **Cover Page** – Bidder's authorized official to complete, sign, and return with Bid response;
    - a. By submitting a response to this ITB, Bidder acknowledges and agrees that Bidder has carefully examined and fully understands the provisions and requirements of this ITB, has made a personal examination of the site of the proposed Project (if applicable), is satisfied as to the actual conditions and requirement of the proposed Project, and hereby proposes and agrees that if Bidder's Bid is accepted, Bidder will contract with the City of Oxford in full conformance with the Contract Documents. Bidders should include a listing of any exceptions to *Sections 1, 2, and 6* (including subsections).
  2. **Section 3, Scope of Project/Specifications** – include all requested documents, information, exceptions, clarifications, etc.;
  3. **Section 4, Bidder Qualification** – include all requested documents and information;  
In addition, the required Bidder must be prequalified with GDOT and provide a Certificate of Qualification from GDOT
  4. **Section 5, Cost Submission Form with Bid Price Certification** – Bidder's authorized official to complete, sign, and return with Bid response.

## REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

- a. Bidders **must** respond to this ITB by utilizing the Cost Submission Form found in Section 5. (This form may also be provided as a separate, fillable Excel worksheet.)
- b. Except in rare cases as described in Section 1.3.6, a Bid may not be corrected, withdrawn, or canceled by the Bidder for a 120-day period following the deadline for Bid submission as defined in the Schedule of Events (ITB Response (Bid) Due Date/Time), or receipt of best and final offer, if required, and Bidder so agrees in submitting the Bid.
- c. The Cost Submission Form will be used as the primary representation of each Bidder's cost/price and will be used extensively during Bid evaluations.
- d. Additional information should be included as necessary to explain in detail the Bidder's cost/price.
5. **Appendix A, Standard Forms**– Complete each of the following as directed on each form, sign, and return with Bid response:
  - a. Disclosure Form – complete, sign, and return with Bid response.
  - b. Bid Bond or Certified Check.
  - c. E-Verify, Affidavit Verifying Compliance with Illegal Immigration Reform and Enforcement Act, Contractor Affidavit only to be returned with bid response.
  - d. W-9, Request for Taxpayer Identification Number and Certification.
6. **Appendix G, Geotechnical** – The letter prepared by S&ME, Titled “Limited Pavement Evaluation Whatcoat Street Improvements”, dated February 23, 2024 is provided for the Contractor's use as information only.
7. **Addenda** – if any addenda are formally issued by the City of Oxford, Bidder must complete, sign, and return Page 1 Addendum Acknowledgement with Bid acknowledging receipt and adherence to any changes in the ITB.

### 3.1 Bid Copies Required, Deadline for Receipt

1. Each Bid must be received in sealed, opaque packaging.
2. Bids must be at the location noted below prior to the ITB Response (Bid) Due Date/Time **2:00 PM EDT on 05/20/2024**. Each bid response received must be delivered to this location and Time/Date stamped upon delivery.

City of Oxford hours of operation for receipt of deliveries:

Monday – Thursday 9:00 am – 5:00 pm;

City of Oxford  
110 West Clark Street  
Oxford, GA 30054  
Attn: Bill Andrew

3. Faxed or e-mailed responses to Requests for Bids are NOT accepted and will not be reviewed.
4. Bidders must submit the following number of copies to the address set forth on the Cover Page:
  - **One (1) Hard Original Copy Unbound** (3-ring binder OK), marked “Original” with original signatures.
  - **Two (2) Hard Copies Unbound** (3-ring binder OK), marked “Copy”.
  - **Two (2) Flash Drive Copies.**
    - a. Mark all Flash Drives with Bidder's name and ITB name and number.
    - b. All digital files must be in either (unless otherwise specified within this document):
      - i. Microsoft Office file format or
      - ii. Portable Document Format (PDF).
    - c. Use caution in creating the electronic files. If the City of Oxford is unable to open files due to data-corruption, the Bidder's Bid may be considered incomplete.
    - d. **NOTE:** All digital and hard copies must include exactly the same information as provided in the hard “Original” copy.

## REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

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### 3.2 Bid Opening

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For all that wish to attend, the public Bid Opening will be held at:

City of Oxford  
110 West Clark Street  
Oxford, GA 30054

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### 3.3 City of Oxford's Intent

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The City of Oxford's intent for this Project is the construction of the realignment of Whatcoat St., W George St., and GA Highway 81/Emory St. ("Project"). The relocation will consist of the removal and complete reconstruction and realignment of approximately 400 linear feet of Whatcoat St., the complete removal and reconstruction of approximately 200 linear feet of W George St, and the realignment of the intersection of W George St. and GA Highway 81/Emory St. The work includes pavement demolition, sidewalks, curb & gutter, and new roadway pavement. Other improvements include storm drain installation, mill and inlay pavement, signing and marking, landscaping, and lighting.

The Bidder shall comply with all specifications set forth in Appendix E and F of this document.

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### 3.4 Required Information

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The Bidder shall submit its Bid on the form furnished by the City of Oxford. The blank spaces on the Schedule of Items shall be filled in correctly for each Pay Item (except alternate items) and the Bidder shall fill in the Unit Price or a Lump Sum Price as called for in the Schedule of Items for each Pay Item listed therein. In addition, the Bidder shall also show the products of the respective Unit Prices and quantities and the total amount of the Bid by adding the amounts of all Bid Items. In the event of a discrepancy in any of the figures, the Unit Price will govern, and the Bid will be recalculated.

The Bidder who is awarded the Contract ("Contractor") shall commence the construction of the Project ("Work") with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed and shall continuously pursue the Work without interruption to completion. Please refer to Special Provision ("SP") 108 and 150 for specific lane closure limitations.

The Contractor shall fully complete the Construction Work within Three Hundred Sixty (360) calendar days from and including the Notice to Proceed.

The City of Oxford will process approved payment requests under this Project to the awarded Contractor. Payment to sub-contractors and suppliers is the responsibility of the awarded Contractor. The City of Oxford will not entertain any other payment arrangements.

The Contractor shall be responsible for performing with its own organization at least thirty percent (30%) of the work in this contract. The Contractor shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City of Oxford.

The Bidder shall comply with the most recent version of the GDOT Specifications, Special Provisions set forth in Appendix E and F of this Document, as well as all Details and Standards.

Construction is only permitted between the hours as noted in SP 108 and SP 150. The City of Oxford or its designee will have the final approval on any Work on Saturday's, or any Work being performed outside the City of Oxford's noise ordinance. Additionally, the Contractor shall notify the City of Oxford or its designee in writing 72 hours prior to any Work commencing.

Contractor shall be responsible for implementing and maintaining all necessary traffic control measures. Contractor shall submit a traffic control plan to the City of Oxford or its designee for approval prior to commencing any operations at a given location. The Contractor shall adhere to the City's noise ordinance and lane closure policies when submitting a traffic control plan. Traffic control is entirely the responsibility of the Contractor and must comply with MUTCD standards. Please see Special Provision 150 for specific information regarding lane closures.

The Contractor will be required to attend a pre-construction conference with, at a minimum, the City of Oxford, any designee, the Engineer, the City, utilities, and any other appropriate stakeholders.

The Contractor shall use suppliers on the appropriate GDOT Qualified Products List.

All testing is to meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide. The City of Oxford or its agents will perform the testing as required. The Contractor is responsible for asphalt mixture acceptance testing at the plant.

## SECTION 4: BIDDER QUALIFICATIONS

### 4.0 City of Oxford's Right to Investigate

The City of Oxford may make such investigations as deemed necessary to determine the ability of the Bidder to provide the supplies and/or perform the services specified.

### 4.1 Bidder Informational Requirements

In determining the capabilities of a Bidder to perform the Work specified herein, the following informational requirements must be met by the Bidder. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided but should be brief and relevant to the goals of this ITB.

Each Bid shall provide the following information:

**4.1.1 Georgia Department of Transportation Prequalification:** Bidder shall provide a copy of its current Certificate of Qualification or Certificate of Registration.

**4.1.2 References:** Bidder shall provide a minimum of two (2) references for each item/service specified in this ITB. The references may include any government, university, or similar entity where the Bidder, preferably within the last two (2) years, has successfully completed projects of a similar nature.

At a minimum, the Bidder shall provide:

- the company name,
- the location where the service was provided or item was installed/delivered,
- contact person(s),
- customer's telephone number,
- contact person's email address, and
- a complete description of the item/service type, and dates provided.

These references may be contacted to verify Bidder's ability to perform the contract. The City of Oxford reserves the right to use any information or additional references deemed necessary to establish the ability of the Bidder to perform the conditions of this request. Negative references may be grounds for Bid disqualification.

**4.1.3 Resumes/Company Profile and Experience:**

Bidder shall specify how long the individual/company submitting the Bid has been in the business of providing services similar to those requested in this ITB.

Bidder shall provide:

- A brief business profile.
- Name, telephone number, and email address of the Bidder's designated contact.
- A brief resume or summary of qualifications, work experience, education, skills, etc., for the proposed project manager and for all key personnel who will be involved with any aspect of the Work.





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

November 9, 2022

**CERTIFICATE OF QUALIFICATION**  
**Vendor ID: 13586**

Peach State Construction Co., LLC  
P.O. Box 3355  
Eatonton, GA 31024

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued: *"Special provisions of this certificate provides that there will be "No competing bids with Gregory Bridge Company due to common ownership."*

**MAXIMUM CAPACITY RATING:** \$113,600,000.00

**CERTIFICATE EXPIRES:** September 30, 2024

**PRIMARY WORK CLASS/CODE:** 441

**SECONDARY WORK CLASS(ES)/CODE(S):** 201, 205, 209, 310, 439, 500, 501A, 550 and 668

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.

A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on 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. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Marc Mastronardi, P.E.

Chairman, Prequalification Committee/Contractors

Digitally signed by Marc Mastronardi, P.E.  
DN: C=US, E=mastronardi@dot.ga.gov,  
O=Georgia Department of Transportation,  
OU=Division of Construction - Director, CN=Marc  
Mastronardi, P.E.  
Date: 2022.11.16 10:09:11-0500

MM:TKA



## PROJECT REFERENCES

Gwinnett County Concrete Maintenance, Gwinnett County, GA,  
\$3,000,000.00

Gwinnett County DOT – Jimmy Sudduth, Gwinnett County, 678-639-8896,  
[Jesse.Sudduth@gwinnettcountry.com](mailto:Jesse.Sudduth@gwinnettcountry.com)

Annual concrete maintenance contract.

Winder to Fort Yargo Trail Connector, City of Winder, GA, completed.  
\$1,152,916.10

City of Winder – David Maynard, 404-317-9898, [david.maynard@cityofwinder.com](mailto:david.maynard@cityofwinder.com)  
Trail Construction

Industrial Blvd, City of Covington, completed.

\$4,104,425.00

City of Covington – Tres Thomas, Planning & Dev Director, 770-385-2180,  
[tthomas@cityofcovington.org](mailto:tthomas@cityofcovington.org)

DOT road project, including utilities.

East Jones Bridge Rd, City of Peachtree Corners, completed

\$1,133,365.00

Keck & Wood – Sam Boldec, EIT, 678-417-4022, [sboldec@keckwood.com](mailto:sboldec@keckwood.com)  
Trail Construction.

Moore Rd & Settles Bridge, completed, May, 2023.

City of Suwanee – Jim Simpson, 770-904-2793, [Jim.Simpson@oneatlas.com](mailto:Jim.Simpson@oneatlas.com)  
\$374,448.00

Road and Drainage improvements.

Covington Trails, City of Covington, completed.

\$1,109,725.00

City of Covington – Tres Thomas, Planning & Dev Director, 770-385-2180,  
[tthomas@cityofcovington.org](mailto:tthomas@cityofcovington.org)

Clearing, grading and concrete installation of trail.

Hwy 138 @ East Fairview, in progress

\$3,755,242.74

GDOT-Gonzalo Valenzuelaherrera, Project Engineer, (404) 895-5677  
[GValenzuelaherrera@dot.ga.gov](mailto:GValenzuelaherrera@dot.ga.gov)

Roundabout/Intersection Improvements

SR81/Emory Street Sidewalks, in progress

City of Oxford – Sam Boldec, EIT, 678-417-4022, [sboldec@keckwood.com](mailto:sboldec@keckwood.com)

\$1,536,169.35

SR81/Emory Street Sidewalks

Peach State Construction Co. LLC  
P.O. Box 87  
7260 Williams Brothers Drive  
Covington, GA 30014  
Phone: 770-788-6363  
Fax: 770-788-6364



We are a construction company with approximately 40 employees. We are experienced in clearing & grubbing of the right of way, road excavation, subgrade construction, miscellaneous concrete installation, PCC Pavement, retaining walls, various concrete structures, including culverts, installation of storm drain pipe along with various miscellaneous drainage structures for projects, traffic control and erosion control.

#### **Management**

John M. Woody	Vice President Cell: 678-898-4812 john@peachstateco.com	30+ Years Experience
Rusty Andrews	Vice President Cell: 404-886-4954 rusty@peachstateco.com	30+ Years Experience

#### **Superintendents:**

Will Finch	Cell: 678-315-5422	15+ Years Experience
Blake Rouse	Cell: 678-381-9429	3+ Years Experience
David Mincey	Cell: 678-873-8607	20+ Years Experience
Allan Cartledge	Cell: 404-267-3360	3+ Years Experience

#### **Engineer:**

Tom Garrett, PE	Cell: 470-292-8954	20+ Years Experience
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#### **Foreman:**

Ramon Castro	25+ Years Experience
Antonio Covarrubius	20+ Years Experience
Chuck Jones	30+ Years Experience
Marcos Vaca	20+ Years Experience
Rafael Alvarado	20+ Years Experience
Lorenzo Mendez	25+ Years Experience

#### **Office Personnel**

Cindy Sauls	<a href="mailto:cindy@peachstateco.com">cindy@peachstateco.com</a>
Teresa Alford	<a href="mailto:teresa@peachstateco.com">teresa@peachstateco.com</a>

#### **Shop Personnel**

Robert Taylor	Shop Foreman
---------------	--------------

Peach State Construction Co. LLC  
P.O. Box 87  
7260 Williams Brothers Drive  
Covington, GA 30014  
Phone: 770-788-6363  
Fax: 770-788-6364



## John M. Woody

John M. Woody is Vice President of Peach State Construction Company, LLC. He offers 41 years of experience in site development, project management, road building and concrete installation. Before starting Peach State Construction Company in 2014, John worked as Vice President of Operations at ISC for 13 years. There, he managed a 30 million dollar portfolio annually. John is currently building projects for a diverse client base that includes government entities, utility companies, and private developers.



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## **Russell S. Andrews**

Russell Andrews is Vice President of Peach State Construction Company, LLC. He offers 35 years of experience in site development, project management, road building and concrete installation. Before starting Peach State Construction Company in 2014, Russell worked as Vice President of Operations at ISC for 13 years. There, he managed a 30 million dollar portfolio annually. Russell is currently building projects for a diverse client base that includes government entities, utility companies, and private developers.





## REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

**SECTION 5: COST SUBMISSION**

RELOCATION OF WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST. BID TAB						
ITEM #	GDOT ITEM #	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE*	TOTAL BID PRICE
		<b>ROADWAY ITEMS</b>				
	150-1000	TRAFFIC CONTROL	LS	1	28,600.00	28,600.00
	210-0100	GRADING COMPLETE	LS	1	78,350.00	78,350.00
	310-1101	GR AGGR BASE CRS, INCL MATL	TN	858	41.00	35,178.00
	402-3100	RECYCLED ASPH CONC 9.5MM SUPERPAVE, TYPE I, GP 1, OR BLEND 1, INCL BITUM MATL & H LIME	TN	109	300.00	32,700.00
	402-3113	RECYCLED ASPH CONC 12.5MM SUPERPAVE, TYPE I, GP 1 OR, GP2, INCL BITUM MATL & H LIME	TN	6	300.00	1,800.00
	402-3121	RECYCLED ASPH CONC 25MM SUPERPAVE, TYPE I, GP 1 OR, GP2, INCL BITUM MATL & H LIME	TN	17	300.00	5,100.00
	402-3190	RECYCLED ASPH CONC 19MM SUPERPAVE, TYPE I, GP 1 OR GP2, INCL BITUM MATL & H LIME	TN	209	250.00	52,250.00
	413-0750	BITUM TACK COAT	GL	170	5.00	850.00
	432-5010	MILL ASPH CONC PVM, VARIABLE DEPTH	SY	60	50.00	3,000.00
	441-0104	CONC SIDEWALK, 4 IN	SY	170	45.00	7,650.00
	441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	LF	100	20.00	2,000.00
	441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	844	26.00	21,944.00
	441-6216	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	178	30.00	5,340.00
	441-7012	CURB CUT WHEEL CHAIR RAMP, TYPE B	EA	2	850.00	1,700.00
	500-9999	CLASS B CONCRETE, BASE PVM WIDENING	CY	9	325.00	2,925.00
	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	315	75.00	23,625.00
	573-2006	UNDDR PIPE INCL DRAINAGE AGGR, 6IN	LF	75	45.00	3,375.00
	611-3030	RECONSTR STORM SEW MANHOLE, TYPE 1	EA	1	3,500.00	3,500.00
	668-1100	CATCH BASIN, GP 1	EA	1	3,100.00	3,100.00
	668-2100	DROP INLET, GP 1	EA	2	3,100.00	6,200.00
	668-2110	DROP INLET, GP 1, ADDL DEPTH	LF	2	250.00	500.00
	999-9000	WORK ALLOWANCE	LS	1	1,000.00	1,000.00
		<b>TEMPORARY EROSION CONTROL</b>				
	163-0232	TEMP GRASSING	AC	1	1,500.00	1,500.00
	163-0240	MULCH	TN	10	300.00	3,000.00
	163-0300	CONSTRUCTION EXIT	EA	1	850.00	850.00
	163-0550	CONSTRUCT & REMOVE INLET SED TRAP	EA	7	250.00	1,750.00
	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	1734	0.50	867.00
	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	100.00	100.00
	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	7	50.00	350.00

**REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.**

[illegible]

\* Unit prices will be utilized for any adds or deducts associated with changes.

<b>TOTAL BID</b>	<b>\$ 620,864.00</b>
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### Bid Price Certification

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the Board within ninety (90) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

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COMPANY Peach State Construction Co, LLC

ADDRESS 7260 Williams Brothers Drive, P.O. Box 87, Covington, GA 30014

AUTHORIZED SIGNATURES 

PRINT / TYPE NAME(S) AND TITLE(S) John M. Woody/Vice President

---

CONTACT INFO: PHONE NUMBER 770-788-6363

CONTACT INFO: E-MAIL ADDRESS john@peachstateco.com



## SECTION 6: TERMS AND CONDITIONS

The City of Oxford's standard terms and conditions, which will be incorporated into the contract between the Contractor and the City of Oxford ("Contract"), are set forth herein ("Terms and Conditions"). Bidders should notify the City of Oxford of any Terms and Conditions that either preclude them from responding to this ITB or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Bidder's Bid. Any requests for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The City of Oxford reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

### 6.0 Additional Contract Provisions and Terms

This ITB, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the Bid of the awarded Contractor, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents"). The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City of Oxford and Contractor under any resulting Contract Documents, the Contract, will govern in accordance with the order of precedence set forth therein.

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction Transportation Systems, 2021 edition, and any Supplemental Specifications modifying them, including the modifications presented in Appendix E and F.

### 6.1 Performance Prior to Contract Execution

The successful Bidder shall not begin performance of the Project prior to the execution of a formal written contract by the City of Oxford and the successful Bidder. Any Bidder beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Bidder's risk and shall not be entitled to any compensation for such performance. In addition, the City of Oxford reserves the right to withdraw or cancel the award of this ITB.

### 6.2 Contract Term

The term ("Term") of the Contract commences upon execution by both parties and shall terminate upon the completion of the Project but in no event any later than Two Hundred Seventy (270) calendar days. A Notice to Proceed will be further provided for in the Contract.

The Contract price(s) and/or rates for the above-stated Contract term will remain as offered in the Contractor's Bid cost submission and accepted/awarded by the City of Oxford.

If applicable, any automatic renewal of the Contract, notice of intent to not renew will be given to the Contractor in writing by the City of Oxford, no less than thirty (30) days before the expiration date of the initial term of the contract.

### 6.3 Subcontractors

The lowest responsive and responsible Bidder will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Bid. The City of Oxford reserves the right to approve all subcontractors. The Contractor shall be responsible to the City of Oxford for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this ITB, or otherwise in the Contract Documents created as a result of any contract award derived from this ITB, shall create any contractual relationships between any subcontractor of the Contractor and the City of Oxford.

**REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.**

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All federal forms listed in Appendix E shall be physically attached to contracts between the Contractor and Subcontractor.

## **6.4 Bonding Requirements**

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### **Bid Bond**

A bid bond in the amount of 5% of contract price required for all Projects. Refer to Appendix A for Bid Bond form.

By signing and submitting this Bid to the City of Oxford, BIDDER agrees that in case of failure on its part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying their bid and the money payable thereon shall be forfeited to the City of Oxford as liquidated damages; otherwise, the check or Bond accompanying this Bid shall be returned to the BIDDER.

### **Performance and Payment Bonds**

Prior to commencing the Work, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give:

- Performance Bond in the amount of one hundred percent (100%) of the price of the Contract.
- Payment Bond in the amount of one hundred ten percent (110%).

"Performance bond" means a bond with good and sufficient sureties or guarantees for the faithful performance of the Contract and to indemnify the City of Oxford for any damages occasioned by a failure to perform same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the City of Oxford.

"Payment bond" means a bond with good and sufficient sureties or guarantees payable to the City of Oxford and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Work provided for in the Contract for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of constructing the Project.

The life of these bonds shall extend through the Final Acceptance date of the Project for an additional sixty (60) day maintenance period (where applicable) and a twelve-month warranty/guarantee period after Final Acceptance.

## **6.5 Time for Completion; Liquidated Damages**

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Liquidated damages requirements shall be set forth as shown in the Georgia Department of Transportation Standard Specifications for Transportation Systems, 2021 Edition and any Supplemental Specifications modifying them, including the modifications presented in the Appendices, refer to Section 1.5 Special Conditions for rate. Also see SP 108 for additional modifications.

The Contractor shall commence performance of the Work as set forth in the Notice to Proceed or otherwise in the Contract. The Contractor shall be required to perform the Work and achieve Substantial Completion and Final Completion by the dates either set forth in this ITB, the Bid, or as reasonably required by the City of Oxford. "Substantial Completion" shall mean that stage in the progression of the Work in which same is sufficiently complete in accordance with the Contract such that the City of Oxford can enjoy beneficial use and occupancy of the subject property or site and can utilize the improvements or renovations completed by the Work for their intended purpose. "Final Completion" shall mean the Work is complete in full accordance with the Contract and the Contract has been fully performed as determined by a final inspection of the City of Oxford following the Contractor's request for same. If the Contractor fails to achieve Substantial Completion and/or Final Completion by the dates set forth in the resulting contract, the Contractor shall be liable to the City of Oxford for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth in the Contract; and for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth in the Contract, as

## REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

applicable. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable pre-estimate of delay damages likely to be sustained by the City of Oxford for any such breach, as it is mutually agreed that any such actual and consequential damages incurred by the City of Oxford for such breach would otherwise be difficult to ascertain.

## 6.6 General Insurance Requirements

The following is informational for this ITB. Upon Board approval, the awarded Contractor shall provide the City of Oxford with a Certificate of Insurance to the address listed under *Section 1.0* indicating the existence of the policies prior to the beginning of the Contract Work or Term. Thereafter, a renewal certificate shall be delivered to the City of Oxford at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Oxford as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Oxford, the Contractor shall deliver to the City of Oxford representative upon demand a certified copy of any policy required herein for review. Contractor shall obtain and maintain the following insurance coverages issued by an insurance company authorized to do business in the State of Georgia with a minimum A.M. Best rating of "A VII" and reasonably acceptable to the City of Oxford. Insurance provided by Contractor, with the exception of Workers Compensation and Professional Liability, shall be primary and non-contributory coverage and shall be endorsed accordingly and such insurance shall provide a waiver of subrogation to City of Oxford.

- (a) Worker's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Commercial General Liability Insurance including Bodily Injury and Property Damage in an amount of Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence.
- (c) Automobile Liability Insurance in an amount of Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence.
- (d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the Work in the amount of One Hundred Thousand Dollars (\$100,000).
- (e) Umbrella Insurance in the minimum of Five Million Dollars (\$5,000,000) over and above the underlying required coverages of Commercial General Liability and Auto Liability coverage. Insurance limits may be provided by any combination of primary and excess policies.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions and per the standard ISO ACORD insurance form. General Liability and Automobile liability insurance policies shall name City of Oxford, Oxford and the State of Georgia as additional insureds.

All insurance requirements shall be maintained in full force and effect during the life of the Agreement and shall cover liability resulting from Contractor's and Work regardless of when claims are made, during or after completion of the Work.

Indemnification. The awarded Contractor shall indemnify, defend, and hold the City of Oxford, and the State of Georgia, their agencies, departments, their officials, officers, directors, employees, inspectors, and Commissioners, harmless from claims, liability, damages, penalties, fines, loss, cost and expense including, without limitation, reasonable attorneys' fees and expenses, in connection with Contractor's negligent acts and omissions or intentionally wrongful misconduct in performance of the Contract to the extent caused by Contractor, its subcontractors, or anyone for whose acts Contractor may be liable. The indemnification obligations herein shall not be limited in any way by coverage limitations in Contractor's insurance policies. The Contractor agrees to satisfy and pay and cause to be discharged judgments of

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REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

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record which may rendered against those indemnified hereunder to the extent caused by Contractor's, its subcontractors', or anyone for whose acts Contractor may be liable, negligent acts or intentionally wrongful misconduct in the performance of the Contract. Nothing in this paragraph or any resulting Contract and/or purchase order shall be deemed to constitute a waiver of the City of Oxford's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

## **6.7 Independent Contractor**

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The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City of Oxford. The Contractor shall have no authority to contract for or bind City of Oxford in any manner. Neither the Contractor nor its employees are employees of the City of Oxford. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the City of Oxford with proof of compliance with the Workers' Compensation Act while performing work for the City of Oxford. Proof of compliance must be received at the address listed under *Section 1.0* with the original Bid.

## **6.8 Compliance with Illegal Immigration Reform and Enforcement Act**

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### **E-Verify Program:**

The City of Oxford is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City of Oxford shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Bidders submitting a Bid for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Bid.

### **Requirement to Participate in a Federal Work Authorization Program (E-Verify):**

No Bidder shall submit a Bid for the physical performance of service unless the Bidder participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

- (1) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:
  - a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
  - b. Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
  - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

### **Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:**

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REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

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- (1) The Contractor, if entering a contract with the City of Oxford providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- (2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City of Oxford at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is also provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City of Oxford at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

**Forms necessary to ensure compliance with this section are included under *Appendix A* and must be received at the address listed under *Section 1.0* prior to execution of any purchase order or contract.**

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## **6.9 Compliance with Laws**

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The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations as applicable.

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## **6.10 Substitutions and Change Orders**

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**NO** substitutions of material, schedule cancellations, or Change Orders are permitted after Contract award without written approval by the City of Oxford or its authorized representative.

Where specific employees are proposed by the Contractor for the Work, those employees shall perform the Work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City of Oxford agrees to a replacement or requests same based on an objective standard of review of past performance. Requests for any substitution will be reviewed and may be approved by the City of Oxford at its sole discretion. Verbal agreements to the contrary will not be recognized. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor shall provide the City of Oxford with prompt written notice of the need for such substitution and shall cooperate with the City of Oxford in providing a replacement.

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## **6.11 Contract Termination**

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The City of Oxford may, by written notice to the Contractor, terminate the Contract without cause; provided, the City of Oxford must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

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## **6.12 Invoicing and Payment**

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The City of Oxford agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the Contract, and, if applicable, to make payments in the manner and on the periodic basis agreed to by the City of Oxford during the pre-construction meeting or prior to the

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REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

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commencement of the Work. Upon completion of the Work or, if agreed to by the City of Oxford, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed.

The Contractor shall submit, on a monthly basis (or on such other periodic basis set forth herein), an invoice for the portion of Work provided to the City of Oxford under the Contract at the billing address specified below. The City of Oxford shall withhold retainage as covered under the General Conditions and SECTION 109.07 PARTIAL PAYMENTS.

The City of Oxford will process approved payment requests under this Project to the awarded Contractor only. Payment to subcontractors and suppliers is the responsibility of the Contractor. The City of Oxford will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Oxford  
110 West Clark Street  
Oxford, GA 30054  
c/o AtkinsRealis  
Email to: Bill Andrew at [bandrew@oxfordgeorgia.org](mailto:bandrew@oxfordgeorgia.org)

Upon receipt of invoice and inspection and acceptance of the Work, the City of Oxford will render payment. All such invoices will be paid within forty-five (45) days by the City of Oxford unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation.

Bidders, who are individuals, shall provide their social security numbers on Page 1 of this ITB. Bidders, which are proprietorships, partnerships, limited liability companies, corporations, or other legal entities, shall provide their federal employer identification number on Page 1 of this ITB. All Bidders shall provide a completed and signed W-9 located in Appendix A: Standard Forms with Bid submission.

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**6.13 Miscellaneous**

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None

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**7.0 General Conditions**

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**GDOT Standard Specifications Construction of Transportation Systems, 2021 Edition and the applicable Special Provisions and Supplemental Specifications modifying the 2021 Standard Specifications as well as any applicable details and standards apply to this Contract and are incorporated thereto by reference.**

**Additional specifications are for items not included in the GDOT Standard Specifications.**



**MODIFICATIONS TO GDOT STANDARD SPECIFICATIONS ARE AS FOLLOWS:****SECTION 101 DEFINITION AND TERMS**

**Section 101.10 BOARD** Delete as written and substitute the following: the City of Oxford

**Section 101.14 COMMISSIONER** Delete in its entirety

**Section 101.22 DEPARTMENT** Delete as written and substitute the following: the City of Oxford

**Section 101.24 ENGINEER** Delete as written and substitute the following: AtkinsRealis USA, Inc.

**SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS****Section 102.01 PREQUALIFICATION OF BIDDERS**

Delete in its entirety and substitute the following:

Bids will be considered only from experienced and well-equipped Contractors engaged in work of this type and magnitude, and the Contractors must be on the Georgia Department of Transportation "Prequalified Contractors" list at the time of the bid opening and have received a Certificate of Qualification in accordance with the Rules and Regulations approved and adopted by the State Transportation Board, prior to the bid opening.

Bidders may be required to submit additional evidence setting forth qualifications which entitle it to considerations as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the City of Oxford may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the Contract.

**Section 102.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF THE WORK**

Add the following paragraph:

The City of Oxford will not be responsible for Bidders' errors or misjudgment, nor for any information on local conditions or general laws and regulations.

**Section 102.06 PREPARATION OF PROPOSAL**

Delete in its entirety and reference Invitation to Bid and Instructions.

**Section 102.07 REJECTION OF PROPOSALS**

Add the following subparagraphs:

K. The City of Oxford reserves the right to reject any and all bids, to waive technicalities, and to make an award as deemed in its best interest. It is understood that all bids are made subject to this Agreement, that the City of Oxford reserves the right to award the bid to the lowest responsive and responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, its financial responsibility, and work of this type successfully completed.

L. The City of Oxford reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to the City of Oxford.

M. The City of Oxford also reserves the right to reject any and all bids from any person, firm, or corporation who is has any pending claims with the City of Oxford or any of its partners.

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REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

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**Section 102.08 PROPOSAL GUARANTY**

Delete in its entirety and substitute the following:

Bid must be accompanied by a cashier's check or bid bond in an amount of not less than five percent (5%) of the bid amount.

**Section 102.09 DELIVERY OF PROPOSALS**

Delete in its entirety and reference Invitation to Bid and Instructions.

**Section 102.10 WITHDRAWAL OR REVISION OF PROPOSALS**

Delete in its entirety and reference Invitation to Bid and Instructions.

**Section 102.11 Public Bid**

Delete in its entirety and reference Invitation to Bid and Instructions.

**Section 102.15 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Delete in its entirety and submit the Georgia Security and Immigration Compliance Act form with Bid submission.

**Section 102.16 SUBMITTAL OF "REQUEST FOR ELIGIBILITY TO BID"**

Delete in its entirety.

**Section 102.17 SUBMITTAL OF CERTIFICATE OF CURRENT CAPACITY**

Delete in its entirety.

**Section 102.18 SUBMITTAL OF CONSTRUCTION CONTRACTORS BID OPPORTUNITY LIST**

Delete in its entirety.

**ADD Section 102.20 ADDENDA AND INTERPRETATION**

See Invitation to Bid and Instructions – ADDENDA AND INTERPRETATION

**SECTION 103 AWARD AND EXECUTION OF CONTRACT****Section 103.1 CONSIDERATION OF PROPOSALS**

Delete the third sentence in its entirety and substitute the following:

In determining Unit Bid Prices, fractional parts of a cent less than one cent (\$0.01) will not be considered significant and will be dropped.

**Section 103.2 AWARD OF CONTRACT**

Delete in its entirety and substitute the following:

"The Contract, if awarded, shall be awarded to the lowest responsive and responsible Bidder. The low bid will be determined based on the base bid. The base bid consists of the roadway items excluding water main installation and bid alternates. The City of Oxford reserves the right to exercise exclusive discretion as to the responsibility of any Bidder.

The Contract shall be executed on the forms attached, will be subject to all requirements of the Contract Document, and shall form a binding Contract between the contracting parties.

The Contract will be awarded by the City of Oxford, if at all, within 90 calendar days after the opening of the Bids, unless the successful Bidder agrees in writing to a longer period for the Award.

Single as well as multiple bids for the Project will be opened and read. If only one bid is received on the Project and the amount of that bid is equal to or less than the City of Oxford's cost estimate for the Project, that bid may be used.



**REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.**

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If only one bid is received and the amount of that bid exceeds the City of Oxford's cost estimate for the Project, the City of Oxford may, at its option, award the Contract, or reject the bid and re-advertise, perform the Work itself, or abandon the Project.

The Award of Contracts involving work financed entirely or in part by Federal funds is conditioned upon the concurrence of the Federal agency involved. No bids will be negotiated or adjusted.

The successful Bidder will be notified by letter to the address shown on its Bid that its Bid has been accepted and that it has been awarded the Contract. If the successful Bidder fails to execute the Contract and file acceptable bonds within the period set forth in Subsection 103.7 thereby causing cancellation of the award and forfeiture of the Proposal Guaranty, the City of Oxford may award the Contract to the next lowest reliable Bidder, re-advertise, abandon the Project, or perform the Work itself."

**103.4 RETURN OF PROPOSAL GUARANTY:**

Delete in its entirety and substitute the following:

"All Bid Guaranties may be retained until the Contract and Contract Bond have been signed and approved. Early release of Bid Guaranties, only from unsuccessful Bidders, will be considered if a request is made in writing."

**Section 103.5 REQUIREMENTS OF CONTRACT BONDS**

Delete in its entirety and substitute ITB Instructions section 6.4

**Section 103.8 PROCEDURE FOR REQUESTING RECONSIDERATION BY RESPONSIVE REJECTED APPARENT LOW BIDDER**

Delete in its entirety and substitute ITB Instructions section 6.4

**SECTION 104 - SCOPE OF WORK****SECTION 104.03.A - AUTHORITY TO MAKE CHANGES:**

Delete the second paragraph and substitute the following:

"The City of Oxford reserves and shall have the right to make such adjustments in the Work as may be necessary or desirable to complete the Work originally intended in an acceptable manner. Unless otherwise specified herein, the City of Oxford may make such adjustments in the Work which may increase or decrease the originally awarded Contract quantities. Adjustments shall not invalidate the Contract nor release the Surety, and the Contractor agrees to accept payment for such adjustments as if the altered work had been a part of the original Contract. The adjustments which are for Work within the general scope of the Contract shall be covered by Supplemental Agreement issued by the City of Oxford. Supplemental Agreements for altered Work shall include extensions of Contract time where, in the City of Oxford's opinion, such extensions are commensurate with the amount and difficulty of added Work. Whenever an alteration in character of Work involves a substantial change in the nature of the design or in the type of construction or materially increases or decreases the cost of performance, a Supplemental Agreement acceptable to both parties shall be executed before Work is started on such alternation, except that in the absence of a Supplemental Agreement acceptable to both parties, the City of Oxford may direct that the Work be done either by Force Account or at existing Contract prices subject to the provisions of Sub-Section 105.13. Any Force Account Agreement must be in writing, specifying the terms of payment and signed by the City of Oxford.

All Work shall be performed as directed and in accordance with the Specifications unless otherwise stated as part of the Contract Documents."

**SECTION 105 CONTROL OF WORK****SECTION 105.01 AUTHORITY OF THE ATKINSREALIS USA, INC. ("ENGINEER")**

**REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.**

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Retain in its entirety and add the following paragraphs:

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

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

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

Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractors, or of the agents or employees of any Contractor or Subcontractor, or of any other persons at the site or otherwise performing any of the Work. At no time shall any direction of the Engineer to the Contractor incur any additional liability for the City of Oxford, it being expressly understood that any additional expense incurred by the Contractor as a result of Work performed at the direction of the Engineer must be approved in writing by Change Order or Supplemental Agreement before the Contractor shall be entitled to any additional compensation.

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

**105.13 CLAIMS FOR ADJUSTMENTS AND DISPUTES:**

Retain as written and add the following to Sub Section 105.13.B.7:

Stand-By Rate will be 50 percent of the operating rate.

**SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC****SECTION 107.13.F. MAILBOXES**

Delete in its entirety and the replace with the following:

The Contractor shall have the responsibility for removing and relocating all mailboxes to an area outside of the construction limits but still accessible for mail deliveries and convenient to the mail carrier and the patron. It may be necessary for the Contractor to confer with the Post Office serving the area.

As soon as construction has progressed to the stage that the mailbox may be erected in its permanent position, the Contractor shall coordinate the erection with the patron and the Post Office serving the area. Any damages to the posts or mailboxes due to the removal and/or relocations by the Contractor will remain the responsibility of the Contractor, all damaged posts and/or mailboxes shall be replaced and installed by the Contractor at its expense, excluding mailbox enclosures of masonry construction. The Contractor will provide a new mailbox for any existing mailboxes, which cannot be relocated.

Any cost or costs to the Contractor for removing, relocating or installations of mailboxes as stated above shall be included in the overall bid price.

**SECTION 107.15 RESPONSIBILITY FOR DAMAGE CLAIMS**

Delete the paragraph and substitute the following:

The Contractor shall indemnify and save harmless the City of Oxford, the Engineer, State of Georgia, and their officials, agents and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safe-guarding the Work; or through use of unacceptable materials in constructing the Work; or because of any act of omission, neglect or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act, or any other law, ordinance, order, or decree; and so much of the money due the said Contractor under and by virtue of its Contract as may be considered necessary by the City of Oxford for such purpose may be withheld for the use of the City of Oxford; or, in case no money is due, its surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the City of Oxford; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it is adequately protected by public liability and property damage insurance.

**SECTION 107.21 GENERAL DESCRIPTION**

L. The Contractor is responsible for the location of above and below ground utilities and structures which may be affected by the Work. Contractor providing utility work must have a current valid Utility Contractors License. It may be necessary on this Contract for the Contractor to call in an 811 utility locate ticket.

**SECTION 108 PROSECUTION AND PROGRESS****SECTION 108.02 NOTICE TO PROCEED**

Retain as written except as follows:

The Engineer has the authority to suspend the Work wholly or in part, for as long as it may deem necessary, because of unsuitable weather, or other conditions considered unfavorable for continuing the Work, or for as long as it may deem necessary by reason of failure of the Contractor to carry out orders given, or to comply with any provision of the Contract. If the performance of all or any portion of the Work is suspended or delayed by the Engineer, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of, and not the fault of, the Contractor, its suppliers, or Subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Engineer will notify the Contractor of its determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract."

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REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

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**SECTION 108.03 PROSECUTION AND PROGRESS**

Delete the second paragraph and replace with the following:

The Contractor shall furnish the Engineer, for approval, a Progress Schedule immediately following the receipt of the Notice to Proceed. Unless otherwise specified, the schedule shall be prepared showing the critical path and will be used as the basis for establishing the controlling items of Work and as a check on the progress of the Work. The schedule should provide a sufficient level of detail relative to the pay items of Work and acceptable to the Engineer. Monthly schedule updates shall be submitted with the pay application on all projects having a duration greater than 90 calendar days. This Schedule will not be required on resurfacing projects.

**SECTION 108.08 FAILURE OR DELAY IN COMPLETING WORK ON TIME**

Delete the Schedule of Deductions table and replace with Special Provision 108.

**SECTION 109 MEASUREMENT AND PAYMENT****SECTION 109.07 PARTIAL PAYMENTS**

Delete the second Paragraph under "A. General"

ADD the following to "A. General"

Partial payments to the Contractor shall be made monthly, based on the value of Work completed as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured and protected at the construction site.

Payment to the Contractor, less the amount of retainage, generally will be made within thirty (30) days of submission by the Contractor of a duly certified and approved estimate of Work performed during the preceding calendar month. The estimate shall be submitted on or before the fifteenth (15th) day following the month in which the Work was performed. Contractor's estimate must be accompanied by an updated critical path method project schedule based on actual progress to date for all projects with a duration less than 90 days. Contractor's estimate must also be accompanied by a utility report outlining progress of utility relocations and efforts made for coordination with utilities. The payment request shall not be considered if an acceptable project schedule and utility report are not included.

The amount of retainage shall be as follows:

1. Ten (10%) percent of each progress payment shall be withheld as retainage until the value of fifty (50%) percent of the Contract Sum, including change orders and other authorized additions provided in the Contract is due;
2. When fifty (50%) percent of the Contract value, as described above, becomes due and the manner of completion of the Contract Work and its progress, quality, schedule are reasonably satisfactory to the City of Oxford, and there are no outstanding claims by the Contractor, Subcontractors, or material suppliers, the withholding of retainage may be discontinued at the discretion of the Engineer. The Contractor must submit a request in writing to the Engineer for any retainage reductions.
3. If after discontinuing the retention, the City of Oxford determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.
4. When the Work is substantially complete (operational or beneficial occupancy) and the City of Oxford determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by the City of Oxford, shall be withheld until such items are completed.

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REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

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5. This Contract is governed by O.C.G.A. § 13-10-80, which requires that the Contractor, within ten (10) days of receipt of retainage from the City of Oxford, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, the City of Oxford, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.

Within sixty (60) days after the Work is fully completed and accepted by the City of Oxford, the balance due under the Contract minus any deductions shall be paid; provided, however, that final payment shall not be made until the Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including all remedial and repair work, final cleanup and restoration. All claims by the Contractor for compensation and extensions of time shall be submitted in writing within sixty (60) days after completion and acceptance of the Work as herein provided or they shall be forever barred.

**Section 109.08 FINAL PAYMENT**

Delete in its entirety and substitute the following:

- .01 Before final acceptance of the Work and payment to the Contractor of the percentage retained by the City of Oxford, the following requirements shall be complied with:
  - A. Final Inspection: Upon notice from the Contractor that its Work is completed, the Engineer shall make a final inspection of the Work, and shall notify the Contractor of all instances where its Work fails to comply with the Drawings and Specifications, as well as any defects it may discover. The Contractor shall immediately make such alterations or additions as are necessary to make the Work comply with the Drawings and Specifications at no additional cost to the City of Oxford.
  - B. As-Built Drawings: The Contractor shall furnish as-built drawings (two sets of prints and AutoCAD file on CD) to the City of Oxford showing actual locations of construction installations.
  - C. Final Payment Estimate: When the Work under this Contract is completed, a final payment estimate shall be submitted representing the original Contract sum plus or minus all authorized extras and Change Orders to the Contract. The final payment shall not be due until the Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including all remedial work and final clean-up.
  - D. Acceptance and Final Payment: All prior certificates or estimates upon which payments have been made shall be considered approximate only, and subject to correction in the final payment. Acceptance of Final Payment by the Contractor shall constitute a full and final waiver and release of all claims arising out of the Contract or in any way related to the Work against the City of Oxford.
- .02 Acceptance of the Work and the making of Final Payment shall not constitute waiver of any claims by the City of Oxford. Payments otherwise due the Contractor may be withheld by the City of Oxford because of defective Work not remedied, unadjusted damage to others by the Contractor or Subcontractors, vendors, or laborers, or claims threatened by third parties.
- .03 All claims for final payment must be submitted within sixty (60) days after the Work has been completed and accepted by the City of Oxford. Failure to present said claims within that period shall constitute a waiver of the claim by the Contractor. All claims are subject to final approval and audit by the City of Oxford's Board of Directors.
- .04 The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the City of Oxford for work done, materials furnished, costs incurred,

**REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.**

or otherwise arising out of this Agreement and shall release the City of Oxford from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

- .05 INTEREST: In the event the Contractor disputes the amount of the final payment issued, the amount due the Contractor shall be deemed by the Contractor and the City of Oxford to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the City of Oxford or by final judgment of the proper court in the event of litigation between the City of Oxford and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under Section 13-6-13 of the Official Code of Georgia and agrees that in the event suit is brought by the Contractor against the City of Oxford for any sum claimed by the Contractor under the Contract, for delay damages resulting from a breach of contract, for any breach of contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the City of Oxford to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law. Also, the Contractor agrees that notwithstanding any provision or provisions of Chapter 11 of Title 13 of the Official Code of Georgia that the provisions of this Contract control as to when and how the Contractor shall be paid for the Work. Further, the Contractor waives and renounces any and all rights it may have under Chapter 11 of Title 13 of the Official Code of Georgia.

**SECTION 110 – ELECTRONIC DELIVERY MANAGEMENT SYSTEM (E-TICKETING)**

The City of Oxford and the Engineer reserve the right to waive the requirements of this section.

**SECTION 149 - CONSTRUCTION LAYOUT****SECTION 149.3.01 CONSTRUCTION REQUIREMENT- PERSONNEL**

Retain as written and add the following:

"The City of Oxford will furnish sufficient control points from which the centerline can be re-established by the Contractor. It will be the responsibility of the Contractor to check these for accuracy and report any discrepancies, which are found to the Engineer.

After the Contractor has verified the accuracy of the existing centerline, the control points are to be referenced and a permanent written record of the location will be provided to the Engineer, which will become the property of the City of Oxford.

The Contractor shall read and record original ground elevations in all cut areas before excavation begins. A permanent written record shall be maintained and provided to the Engineer, which will become the property of the City of Oxford.

The Contractor shall establish existing and final contours of any lakes or ponds affected by construction of the Project as provided in Section 166, Restoration or Alteration of Lakes and Ponds, when applicable."

**SECTION 700 - GRASSING****SECTION 700.1 General Description**

Retain as written and add the following:

Type of sod used on this Project will be required to match any type of grass or sod which may be planted and growing on the adjacent lawn (i.e., Bermuda sod for Bermuda sod, Zoysia for Zoysia, etc.). Costs to be included in price bid for grassing.

**702.3.06 Quality Acceptance-**

## REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

The City of Oxford and the Engineer reserve the right to waive the requirements of this section.

**SECTION 997- MOWING****ADD:**

"Mow seeded areas of median, shoulders, and front slopes at least every 2 months. Avoid damaging desirable vegetation. In addition, mow as necessary to prevent tall grasses from obstructing signs, delineation, traffic movements, sight distance, or otherwise becoming a hazard to motorists. Do not mow lespedezas or tall fescue until after the plants have gone to seed."

**APPENDIX A: STANDARD FORMS**

This section contains the forms necessary to ensure compliance with various laws as described within this ITB.

**Instructions for Submitting Required Standard Forms**

One completed original of each of the first three forms listed below is to be returned within the sealed Original Bid package. It is not required to include forms in Bid Copies.

**• Forms Required to be Returned With Every Bid Submitted:**

1. Bid Proposal Form
2. Certifications Form
3. Bid Bond – A certified check may be submitted in lieu of a Bid Bond.
4. Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)
5. Request for Taxpayer Identification Number and Certification (W-9)

## REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

**Bid Proposal**

Proposal of Peach State Construction Co, LLC (hereinafter called "Bidder"),  
a contractor organized and existing under the laws of the State of Georgia, \*an individual,  
a corporation, limited liability company, or a partnership doing business as  
a corporation.

\*Strike out inapplicable terms.

**THIS BID SUBMITTED TO:** The City of Oxford

The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into a Contract with the **City of Oxford** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Unit Price(s) and within the Contract Time indicated in the Bid.

**BIDDER** agrees to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the construction of the following Project:

Realignment of Whatcoat St., W George St, and GA Highway 81/Emory St.: including approximately 780 linear feet of roadway improvements consisting of grading, drainage, sidewalks, curb and gutter, base, pavement, striping, and lighting.

In submitting this Bid, the **BIDDER** represents that:

1. **BIDDER** acknowledges receipt of the following addenda:

Addenda #1      05/10/2024

2. **BIDDER** agrees that in case of failure on its part to execute said Contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying its Bid and the money payable thereon shall be forfeited to the **City of Oxford** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER**.

3. **BIDDER** has examined the plans, specifications and related documents with respect to the site of the proposed Work. Being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and supplies, the **BIDDER** agrees to construct the Project within the time set forth herein and in accordance with the Contract Documents.

4. **BIDDER** has given the **City of Oxford** written notice of all conflicts, errors, or discrepancies discovered in the Contract Documents. **BIDDER** has received written resolution thereof by Addendum from the **City of Oxford**.

5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

6. **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.

7. **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and, **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **City of Oxford**.



**REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.**

Further, **BIDDER** agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

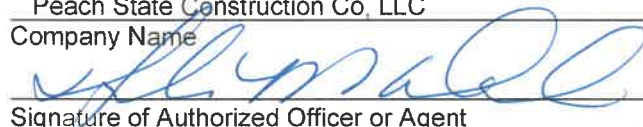
**BIDDER** further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision and to continuously pursue the work without interruption to completion and to complete the Work by Three Hundred Sixty (360) calendar days.

Attached hereto is a bid bond or certified check on the (Bank) N/A

in the amount of 5% of bid  
(Five percent of Total Amount of Bid)

Executed on May 20, 2024 (date) in Covington (city), GA (state).

Peach State Construction Co, LLC  
Company Name

  
Signature of Authorized Officer or Agent

John M. Woody/Vice President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS 20th DAY OF May, 2024

Teresa V. Alford  
Notary Public

My Commission Expires: August 9, 2025



## Certifications

### EXAMINATION OF PLANS AND SPECIFICATIONS

I certify that I have carefully examined the Specifications and Plans for this project and any modifications identified in the contract documents included in and made a part of this Proposal and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and complete 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 the **City of Oxford** would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder 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 Proposal Guaranty shall be and is hereby, forfeited to the **City of Oxford** as liquidated damages as the result of such failure on my part.

REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

I further propose to execute the Contract agreement described in the Specifications 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 a Contract Bond, approved by the **City of Oxford**, as required by the laws of the State of Georgia. This bond shall not only service 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.

CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the City of Oxford or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department.

Also, by signing and submitting this Contract, I hereby certify that I will notify the City of Oxford through its representative of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of City of Oxford employees.

Peach State Construction Co, LLC

Company Name

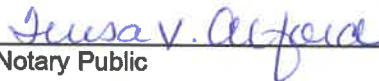


Signature of Authorized Officer or Agent

John M. Woody/Vice President

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the 20th  
day of May, 2024.



Notary Public

August 9, 2025

My Commission Expires



## Bid Bond

Bid Bond # N/A

(Five Percent (5%) of Bid)

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned

Peach State Construction Co., LLC, as **CONTRACTOR**, and

Hartford Accident and Indemnity Company, as **SURETY**, are hereby

held and firmly bound unto the City of Oxford, in the penal sum of

Five Percent of Amount Bid Dollars (\$ 5% ) for

the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 20th day of May, 2024.

The condition of the above obligation is such that whereas the **CONTRACTOR** has submitted to the **City of Oxford** a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of the

Realignment of Whatcoat St., W George St, and GA Highway 81/Emory St.: including approximately 600 linear feet of roadway improvements consisting of grading, drainage, sidewalks, curb and gutter, base, pavement, striping and lighting.

### **NOW, THEREFORE,**

(a) If said bid shall be rejected or in the alternate,

(b) If said bid shall be accepted and the **CONTRACTOR** shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

**BID BOND**

Page 2 of 2

The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said **SURETY** and its bond shall be in no way impaired or affected by any extension of the time within which the **City of Oxford** may accept such bids, and said **SURETY** does hereby waive notice of any such extension.

**IN WITNESS WHEREOF**, the **CONTRACTOR** and the **SURETY** corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Peach State Construction Co., LLC

**CONTRACTOR**

(SEAL)

By: 

John M. Woody, Vice President

Hartford Accident and Indemnity Company

**SURETY**

(SEAL)

By: 

Representative David C. Eades, Attorney-In-Fact

**Surety Contact Information:**

Address: 900 Ashwood Parkway, Suite 330, Atlanta, GA 30338

Phone: 404-809-2530

Fax: 404-809-2531

Email: deades@acrisure.com

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: PENTARISK ASSOCIATES OF GEORGIA

Agency Code: 20-267347

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

David C. Eades, Emmett H. Hall, W. Parker Hix, Avery Kenimer, Carrie J. Key of ATLANTA, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of May 20th 2024

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President



## Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)

### CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the Contractor named below which is contracting with the City of Oxford, has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, as amended. The affiant agrees to continue to use the federal work authorization program throughout the contract period. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Oxford, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Oxford, within five (5) days from when the subcontractor(s) is retained to perform such service.

Peach State Construction Co, LLC

Contractor Name

*[Signature]*

BY: Authorized Officer or Agent

March 7, 2014

Federal Work Authorization  
Enrollment Date

Vice President

Title of Authorized Officer or Agent of Contractor

761966

Identification Number

John M. Woody

Printed Name of Authorized Officer or Agent

7260 Williams Brothers Dr, Covington, GA 30014

Address (\*do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

20th DAY OF May, 2024

*[Signature]*

Notary Public

My Commission Expires:

August 9, 2025



**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the Subcontractor named below which is engaged in the physical performance of services under a Contract with \_\_\_\_\_ (name of Contractor) which in turn is contracted with the City of Oxford, has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, as amended. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

---

Subcontractor Name

---

BY: Authorized Officer or Agent  
(Subcontractor Name)

---

Federal Work Authorization  
Enrollment Date

---

Title of Authorized Officer or Agent of Subcontractor

---

Identification Number

---

Printed Name of Authorized Officer or Agent

---

Address (\*do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

---

Notary Public

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

## APPENDIX B: TAX FORMS

## Request for Taxpayer Identification Number and Certification (W-9)

**Form W-9**  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Peach State Construction Co. LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  
☐ Individual sole proprietor or single member LLC  
☐ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate  
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**  
 Note: Check the appropriate box in the line above for the tax classification of the single member owner. Do not check LLC if the LLC is classified as a single member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  
☐ Other (see instructions) **PP**

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) \_\_\_\_\_  
 Multiple entities permitted under Treas. Reg. 1.1445-6(c)(2)(ii) \_\_\_\_\_

5 Address (number, street, and apt. or suite no.). See instructions.  
**7260 Williams Brothers Drive**

6 City, state, and ZIP code  
**Covington, GA 30014**

7 List account numbers (if any) (optional)

8 Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number  
 \_\_\_\_\_  
 or  
 Employer identification number  
**61-1730113**

**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 codes 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 this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here  
 Signature of U.S. person  Date **MAY 20-2024**

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**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-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*, later.



## APPENDIX C: DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the ITB process, shall be interpreted as follows:

**Bid:** the response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

**Bidder:** One who submits a response to an ITB.

**Bonds:**

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Bidder will not withdraw the Bid. The Bidder will furnish bonds in the required amount and if the contract is awarded to the bonded Bidder, the Bidder will accept the Contract as Bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

**Labor and Materials Bond (Payment Bond):** A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

**Performance Bond:** An instrument executed, subsequent to award, by a successful Bidder that protects the public entity from loss due to the Bidder's inability to complete the Contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

**Contract:** The formal written agreement executed by the City of Oxford and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

**Contract Documents:** Collectively refer to the ITB as issued by the City of Oxford and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded Contractor including any amendments thereto.

**Contractor:** The successful Bidder or Offeror to whom (or which) a Contract resulting from the ITB, RFP, or RFQ is awarded by the City of Oxford, and who (or which) has executed a formal written Contract with the City of Oxford to furnish goods, services, or construction for an agreed upon price.

**DOAS:** The State of Georgia's Department of Administrative Services.

**Ineligible Vendor List:** List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City of Oxford due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

**Invitation to Bid (ITB):** The method of procurement when the cost of goods and/or services is \$50,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with Bidders.

**Legal Organ:** The local newspaper selected for the posting of legal notices and advertisements for the City of Oxford to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Appen's Oxford-Roswell Herald.

**NIGP:** National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

**Procurement Agent:** City of Oxford Procurement team member or designated person representing the primary contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.

**Project:** The entire services, function, construction, work product, improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB and the Contract Documents and as generally described in the title to this ITB.

---

REALIGNMENT WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

---

**Responsible:** The Bidder has the capacity in all respects to perform fully the Contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

**Responsive:** The Bidder has submitted a Bid that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

**Scope of Work/Project:** A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

**Work:** The furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2024

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

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

**PRODUCER**  
Sterling Seacrest Pritchard, Inc.  
2500 Cumberland Pkwy  
Suite 400  
Atlanta GA 30339

**CONTACT NAME:** Marie Bearden**PHONE**  
(A/C, No. Ext): 404-602-5678**FAX**  
(A/C, No): 678-701-1728**E-MAIL**  
ADDRESS: mbearden@sspins.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Citizens Insurance Company of America

31534

**INSURER B:** Allmerica Financial Benefits

41840

**INSURER C:** Hanover Insurance

22292

**INSURER D:****INSURER E:****INSURER F:**

**INSURED**  
Peach State Construction Co., LLC  
PO BOX 87  
Covington GA 30014

PEACSTA-03

**COVERAGES****CERTIFICATE NUMBER:** 986630843**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			ZBAJ666612	3/13/2024	3/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AWAJ666856	3/13/2024	3/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHAJ666612	3/13/2024	3/13/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<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	WBAJ666484	3/13/2024	3/13/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

See Attached Forms:

421-2915 12 14 Commercial General Liability Broadening Endorsement  
461-0155 (9-97) Business Auto Coverage Broadening Endorsement  
461-0478 12 12 Blanket Additional Insured - Primary and Non-Contributory  
WC 00 03 13 Waiver of Our Right to Recover from Others Endorsement

**CERTIFICATE HOLDER****CANCELLATION**

City of Oxford  
110 W. Clark Street  
Oxford GA 30054

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**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

##### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.



- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Additional Insured - Primary and Non-Contributory

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

### Additional Insured - Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS**, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

**6. Knowledge of Occurrence**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

**7. Liberalization Clause**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Liberalization Clause**

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**8. Medical Payments**

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

**9. Newly Acquired Or Formed Organizations**

**SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

**10. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

**11. Supplementary Payments Increased Limits**

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

**12. Unintentional Failure to Disclose Hazards**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**13. Unintentional Failure to Notify**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE  
BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**1. CANCELLATION EXTENSION**

Paragraph A. **CANCELLATION** 2. b. of the **COMMON POLICY CONDITIONS** is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

**SECTION I - COVERED AUTOS**

**2. EMPLOYEE HIRED "AUTOS"**

**Description Of Covered Auto  
Designation Symbols; Symbol 8** is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

**SECTION II - LIABILITY COVERAGE**

**3. BROADENED NAMED INSURED**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.



#### **4. EMPLOYEES AS INSURED**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

#### **5. SUPPLEMENTARY PAYMENTS**

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### **6. AMENDED FELLOW EMPLOYEE EXCLUSION**

The following is added to the **SECTION II - LIABILITY COVERAGE**, B. Exclusions Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

#### **SECTION III - PHYSICAL DAMAGE COVERAGE.**

#### **7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, A.1. **COVERAGE**:

##### **d. Expense Of Returning A Stolen "Auto"**

We will pay for the expense of returning a covered "auto" to you.

##### **e. Sign Coverage**

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

#### **8. GLASS BREAKAGE DEDUCTIBLE**

The following is added to **SECTION III- PHYSICAL DAMAGE COVERAGE A. COVERAGE** paragraph 3. **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**:

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

## **9. TRANSPORTATION EXPENSE**

Paragraph 4. **Coverage Extension. of SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

### **4. Coverage Extension**

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

## **10. HIRED AUTO PHYSICAL DAMAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

### **5. Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

## **11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

### **6. Audio, Visual and Data Electronic Equipment Coverage**

We will pay for "loss" to any electronic equipment that receives

or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to **PHYSICAL DAMAGE COVERAGE**, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
  - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

- b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

## **12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

### **7. Rental Reimbursement and Material Transfer Expense**

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the

covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. \$3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.**

## **13. AIRBAG COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, paragraph 3.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

#### **14. AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

#### **15. AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

#### **SECTION IV - CONDITIONS**

##### **16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
  - (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership; or
  - (3) An executive officer or insurance manager if you are a corporation.

##### **17. BLANKET WAIVER OF SUBROGATION**

Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us, **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:



**5. Transfer Of Rights Of Recovery  
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO  
DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO – WORLDWIDE  
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

**SECTION V - DEFINITIONS**

**20. MENTAL ANGUISH**

Paragraph C. **"Bodily injury"**, **SECTION V - DEFINITIONS** is replaced by the following:

- C. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:**

**Additional Insured if Required by Contract**

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

**B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:**

**Primary and Non-Contributory**

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured**, subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

**C. This endorsement will apply only if the "accident" occurs:**

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

**D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

GA

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER  
OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN  
CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER  
OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE  
POLICYHOLDERS EMPLOYEES.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured: Peach State Construction Co., LLC

Effective Policy No.  
03/13/2024 WBAJ666484

Endorsement No.  
Premium

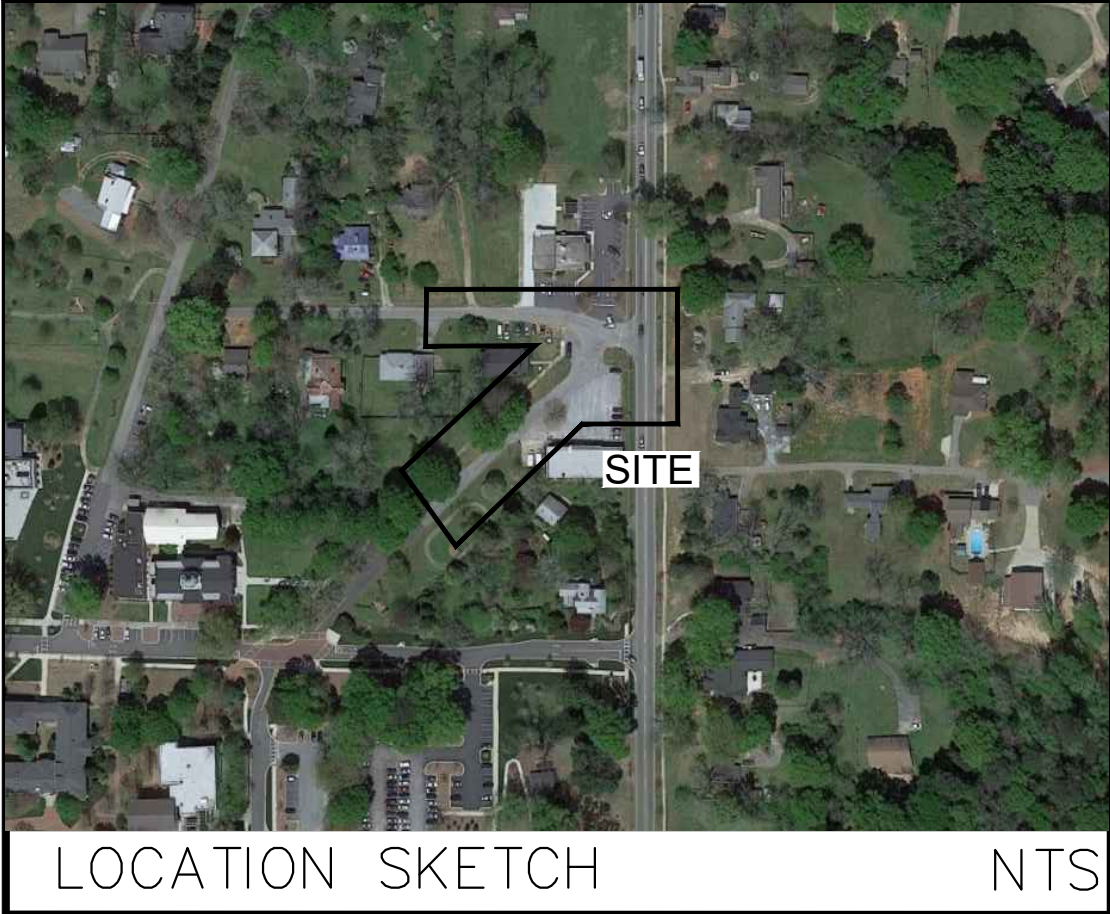
Insurance Company  
Citizens Insurance Company of America

Countersigned by





STATE	ATKINS PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	100085499	01	33



LOCATION SKETCH NTS

# CITY OF OXFORD NEWTON COUNTY, GEORGIA

## CONSTRUCTION PLANS FOR THE REALIGNMENT OF WHATCOAT ST., W. GEORGE ST., AND GA HIGHWAY 81/EMORY ST. LOCATED OFF OF GA HWY 81/EMORY ST. TO THE WEST



MAYOR: DAVID EADY  
COUNCILMEMBER: ERIK OLIVER (POST 1)  
COUNCILMEMBER: GEORGE HOLT (POST 2)  
COUNCILMEMBER: LAURA MCCANLESS (POST 3)  
COUNCILMEMBER: MIKE READY (POST 4)  
COUNCILMEMBER/MAYOR PRO-TEM: JIM WINDHAM (POST 5)  
COUNCILMEMBER: JEFF WEARING (POST 6)  
CITY MANAGER: BILL ANDREW

FUNCTIONAL CLASS:  
XXXXXXXXXX

THIS PROJECT IS 100% IN THE CITY OF OXFORD AND  
IS 100% IN CONGRESSIONAL DISTRICT NUMBER 004.

LAND DISTRICT NUMBER: N/A  
LAND LOT: N/A

SPEED LIMIT: 25 MPH AND 35 MPH  
SPEED DESIGN: 25 MPH (WHATCOAT ST. & W. GEORGE ST.)  
35 MPH (GA HWY 81/EMORY ST.)  
DESIGNED IN ENGLISH UNITS.

THIS PROJECT HAS BEEN PREPARED USING THE NORTH  
AMERICAN DATUM, HORIZONTAL GEORGIA WEST ZONE COORDINATE  
SYSTEM OF (NAD83)/12B, AND THE NORTH AMERICAN VERTICAL DATUM  
(NAVD88) OF 1988.

THIS PROJECT HAS BEEN DESIGNED TO COMPLY WITH  
TITLE II PROVISIONS OF THE AMERICANS WITH DISABILITY  
ACT (ADA).

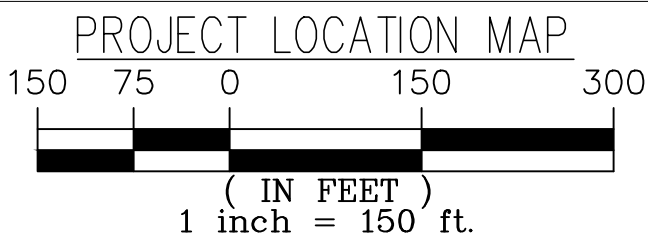
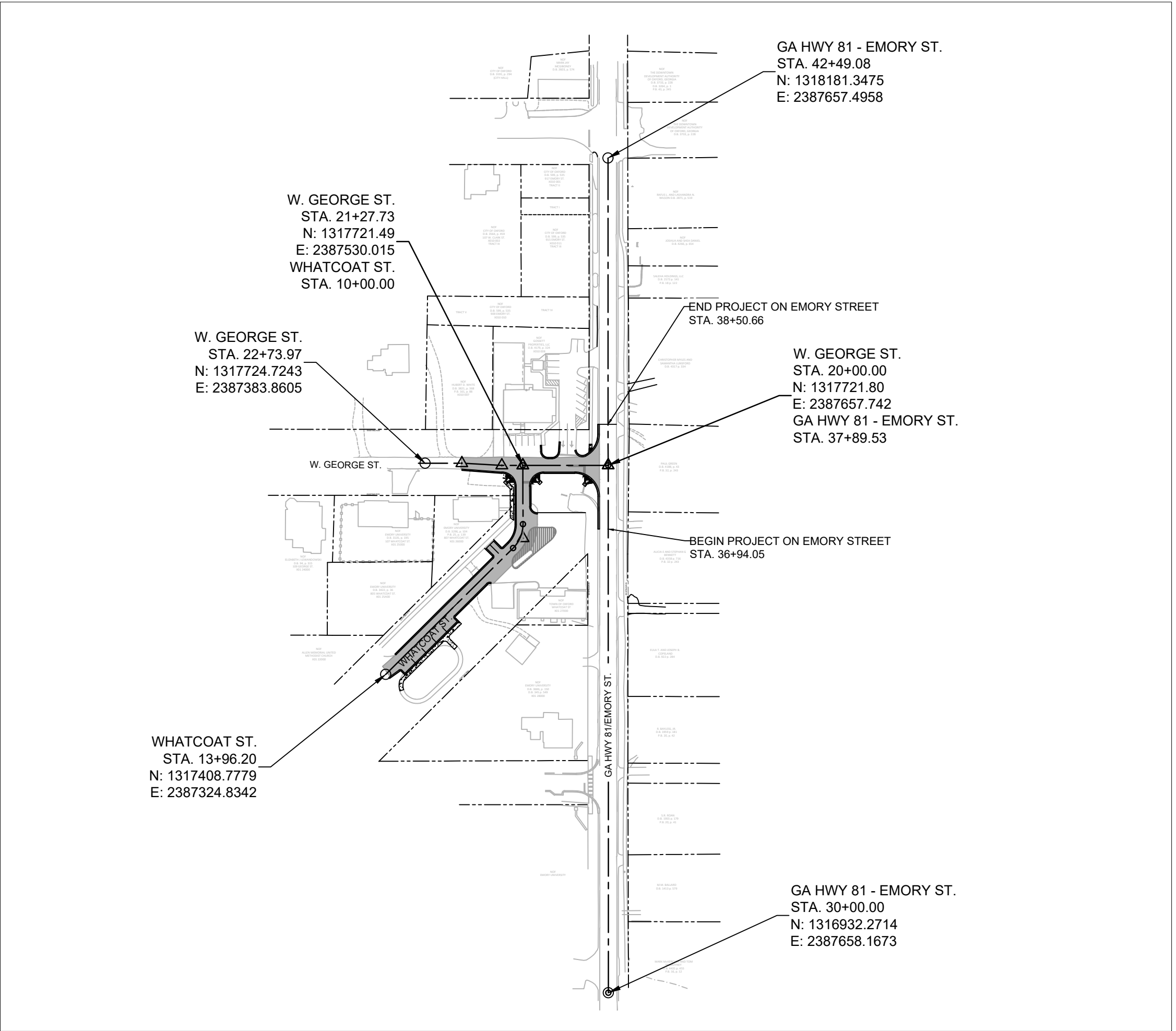
PROJECT DISTURBED AREA: 38,055.05 SQ. FT / 0.87 ACRES

A NOTICE OF INTENT (NOI) IS NOT REQUIRED BY LAW.



DATA FOR THIS PROJECT WAS ACQUIRED BY SURVEY BY JORDAN ENGINEERING, DATED 05/10/2023,  
TITLED "EXISTING CONDITIONS BASE MAP (SOUTH SECTION) & (NORTH SECTION)".

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY  
INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED  
UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS.  
HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT  
BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS  
SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.



WHATCOAT ST., W. GEORGE ST., AND GA HWY 81 (EMORY ST.) REALIGNMENT	LENGTH OF PROJECT
TOTAL SITE ACREAGE	± 1.93 ACRES
TOTAL SITE DISTURBANCE	± 0.90 ACRES
NET LENGTH OF WHATCOAT ST.	± 396.20 LINEAR FEET
NET LENGTH OF W. GEORGE ST.	± 218.17 LINEAR FEET
NET LENGTH OF GA HWY 81/EMORY ST.	± 156.52 LINEAR FEET



1600 RIVEREDGE PARKWAY, NW, SUITE 700  
ATLANTA GEORGIA 30328  
PH: 770.933.0280  
CERTIFICATE OF AUTHORIZATION #PEF000902  
EXPIRATION DATE 06/30/2024

PLANS COMPLETED – 10/04/2023	
REVISIONS:	
DRAWING NO.	
01-01	

I:\100085499 City of Oxford GA - Whatcoat Street\CADD\WG81\PROPOSED\85499-C-COVER.dwg Oct 09, 2023 - 9:34am FLOY6251



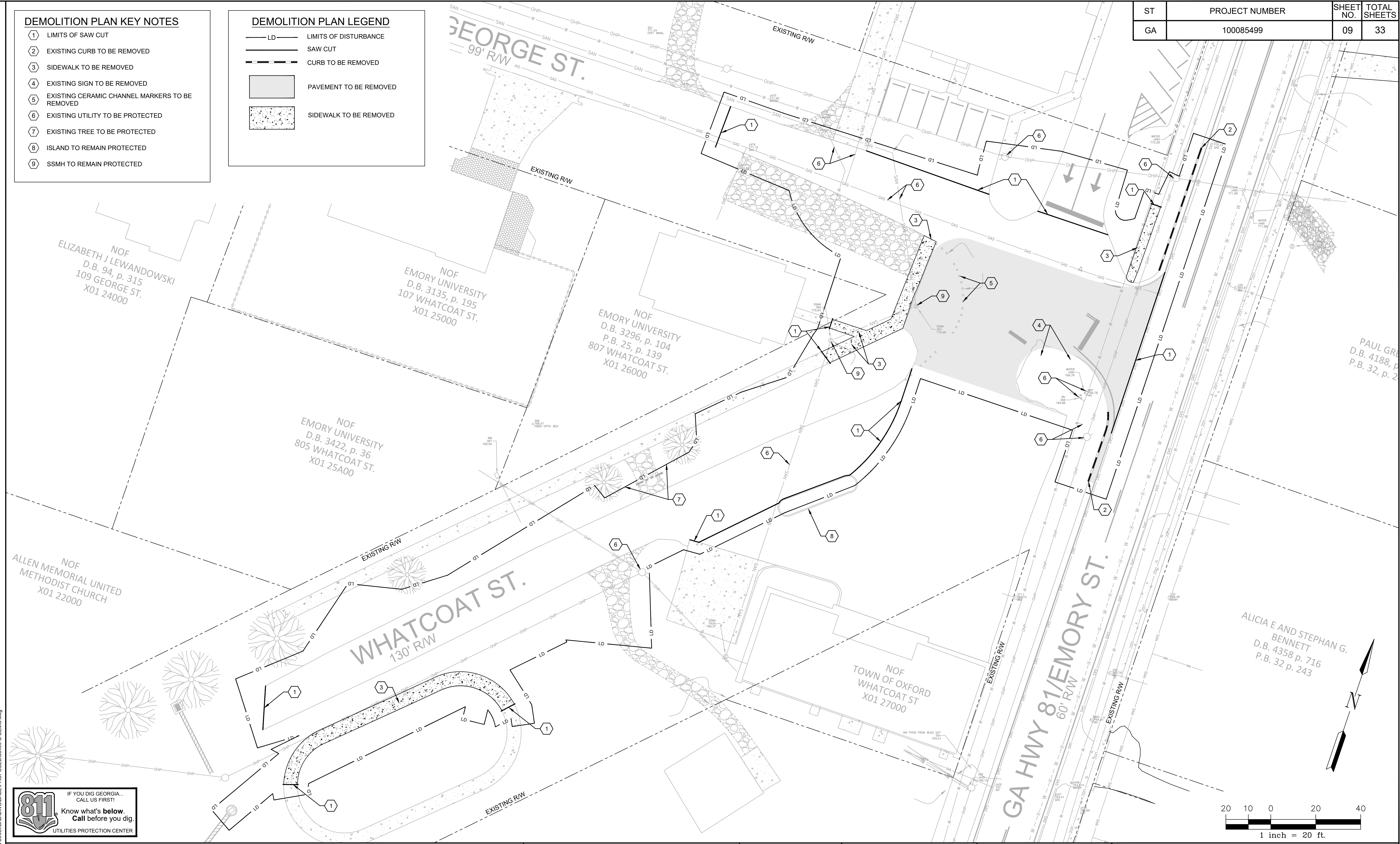
DEMOLITION PLAN KEY NOTES

- 1 LIMITS OF SAW CUT
- 2 EXISTING CURB TO BE REMOVED
- 3 SIDEWALK TO BE REMOVED
- 4 EXISTING SIGN TO BE REMOVED
- 5 EXISTING CERAMIC CHANNEL MARKERS TO BE REMOVED
- 6 EXISTING UTILITY TO BE PROTECTED
- 7 EXISTING TREE TO BE PROTECTED
- 8 ISLAND TO REMAIN PROTECTED
- 9 SSMH TO REMAIN PROTECTED

DEMOLITION PLAN LEGEND

- LD LIMITS OF DISTURBANCE
- SAW CUT
- CURB TO BE REMOVED
- PAVEMENT TO BE REMOVED
- SIDEWALK TO BE REMOVED

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	09	33





IF YOU DIG GEORGIA...  
CALL US FIRST!  
Know what's below.  
Call before you dig.  
UTILITIES PROTECTION CENTER



Atkins North America, Inc  
1600 RiverEdge Parkway NW, Ste. 700  
Atlanta, GA 30328  
Tel: (770)9334280

Certificate of Authorization #PEF000902  
Expiration Date 06/30/2024

NOT VALID FOR CONSTRUCTION  
UNLESS SIGNED IN THIS BLOCK

REVISION DATES


REVISION DATES


CITY OF OXFORD, GEORGIA

WHATCOAT STREET

DEMOLITION PLAN

CHECKED:	A.G.	DATE: 10/06/2023	DRAWING NO.
BACKCHECKED:	A.G.	DATE: 10/06/2023	
CORRECTED:	K.F.	DATE: 10/06/2023	
VERIFIED:	A.G.	DATE: 10/06/2023	

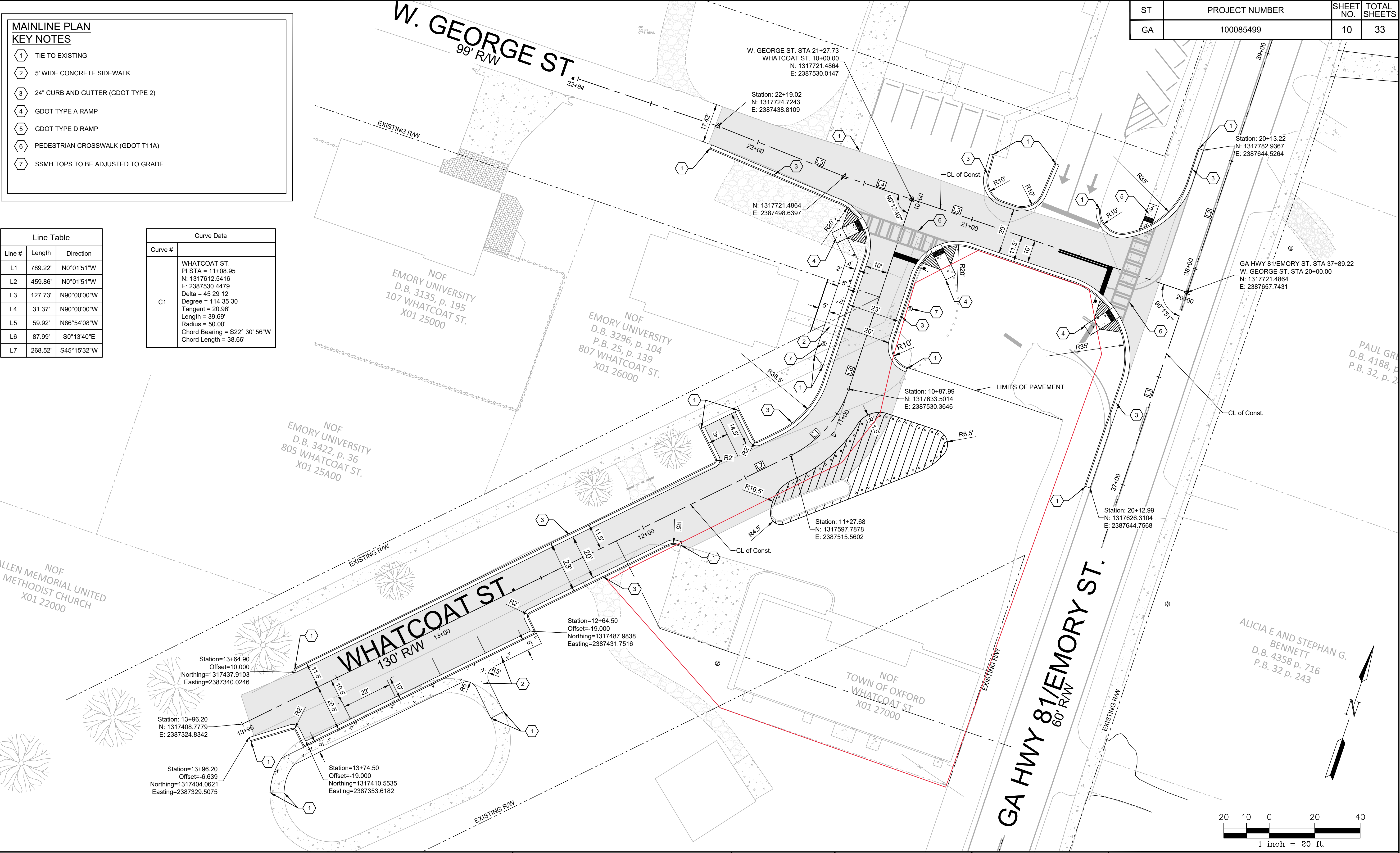
12-01



- MAINLINE PLAN**  
**KEY NOTES**
- 1 TIE TO EXISTING
  - 2 5' WIDE CONCRETE SIDEWALK
  - 3 24" CURB AND GUTTER (GDOT TYPE 2)
  - 4 GDOT TYPE A RAMP
  - 5 GDOT TYPE D RAMP
  - 6 PEDESTRIAN CROSSWALK (GDOT T11A)
  - 7 SSMH TOPS TO BE ADJUSTED TO GRADE

Line Table		
Line #	Length	Direction
L1	789.22'	N0°01'51"W
L2	459.86'	N0°01'51"W
L3	127.73'	N90°00'00"W
L4	31.37'	N90°00'00"W
L5	59.92'	N86°54'08"W
L6	87.99'	S0°13'40"E
L7	268.52'	S45°15'32"W

Curve Data	
Curve #	
C1	WHATCOAT ST. PI STA = 11+08.95 N: 1317612.5416 E: 2387530.4479 Delta = 45 29 12 Degree = 114 35 30 Tangent = 20.96' Length = 39.69' Radius = 50.00' Chord Bearing = S22° 30' 56"W Chord Length = 38.66'



- MAINLINE PLAN LEGEND**
- ASPHALT PAVING LIMITS
  - CONCRETE SIDEWALK



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REVISION DATES

CITY OF OXFORD, GEORGIA

WHATCOAT STREET

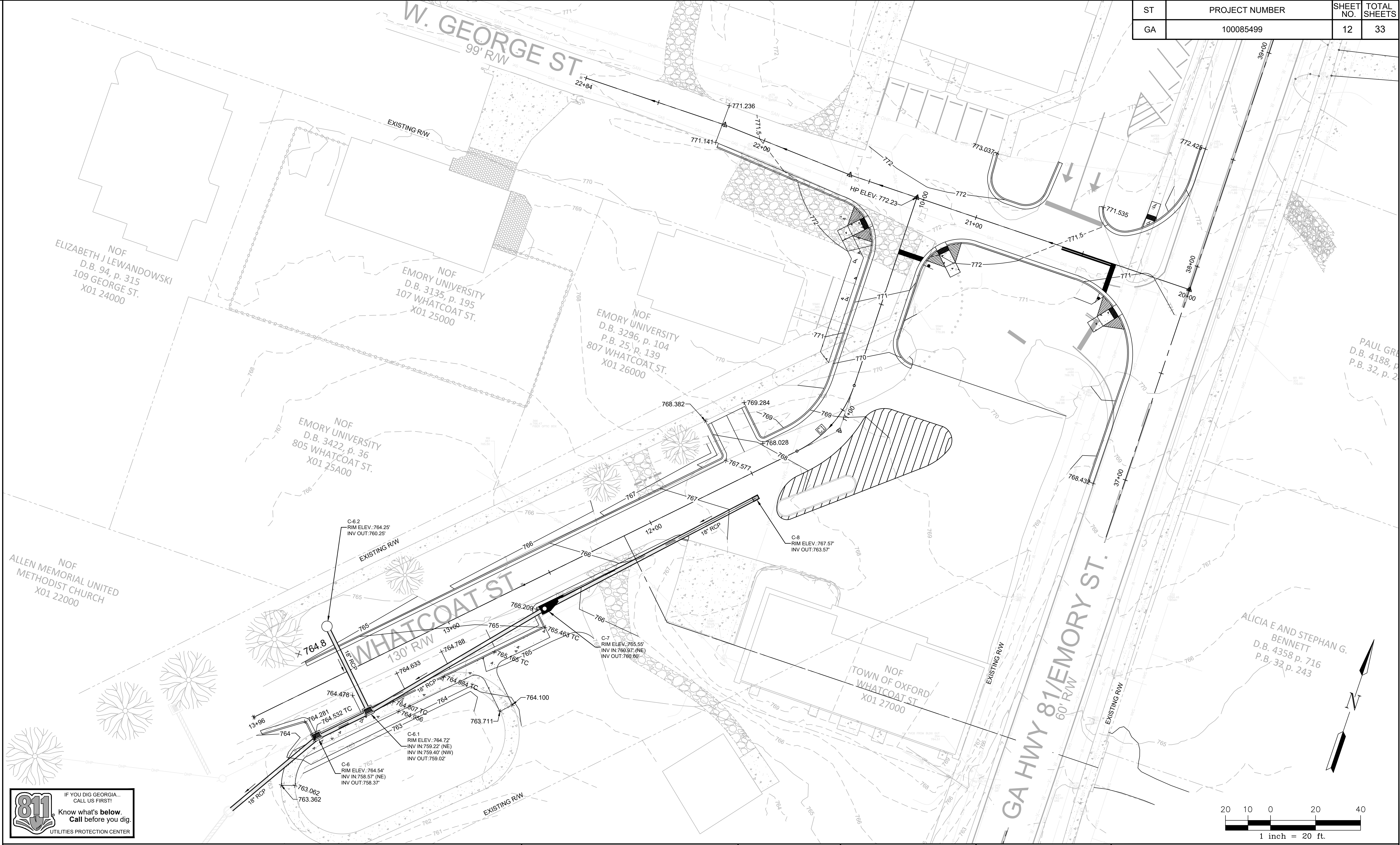
**MAINLINE PLAN**

CHECKED:	A.G.	DATE:	10/06/2023	DRAWING NO.  13-01
BACKCHECKED:	A.G.	DATE:	10/06/2023	
CORRECTED:	K.F.	DATE:	10/06/2023	
VERIFIED:	A.G.	DATE:	10/06/2023	

Oct 4, 2023 - 9:58am  
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ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	12	33



GRADING PLAN LEGEND

MINOR CONTOUR	699
MAJOR CONTOUR	700
SPOT ELEVATION	+ 699.000
SPOT ELEVATION AT TOP OF CURB	+ 699.000 TC



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REVISION DATES

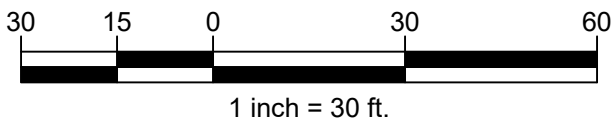
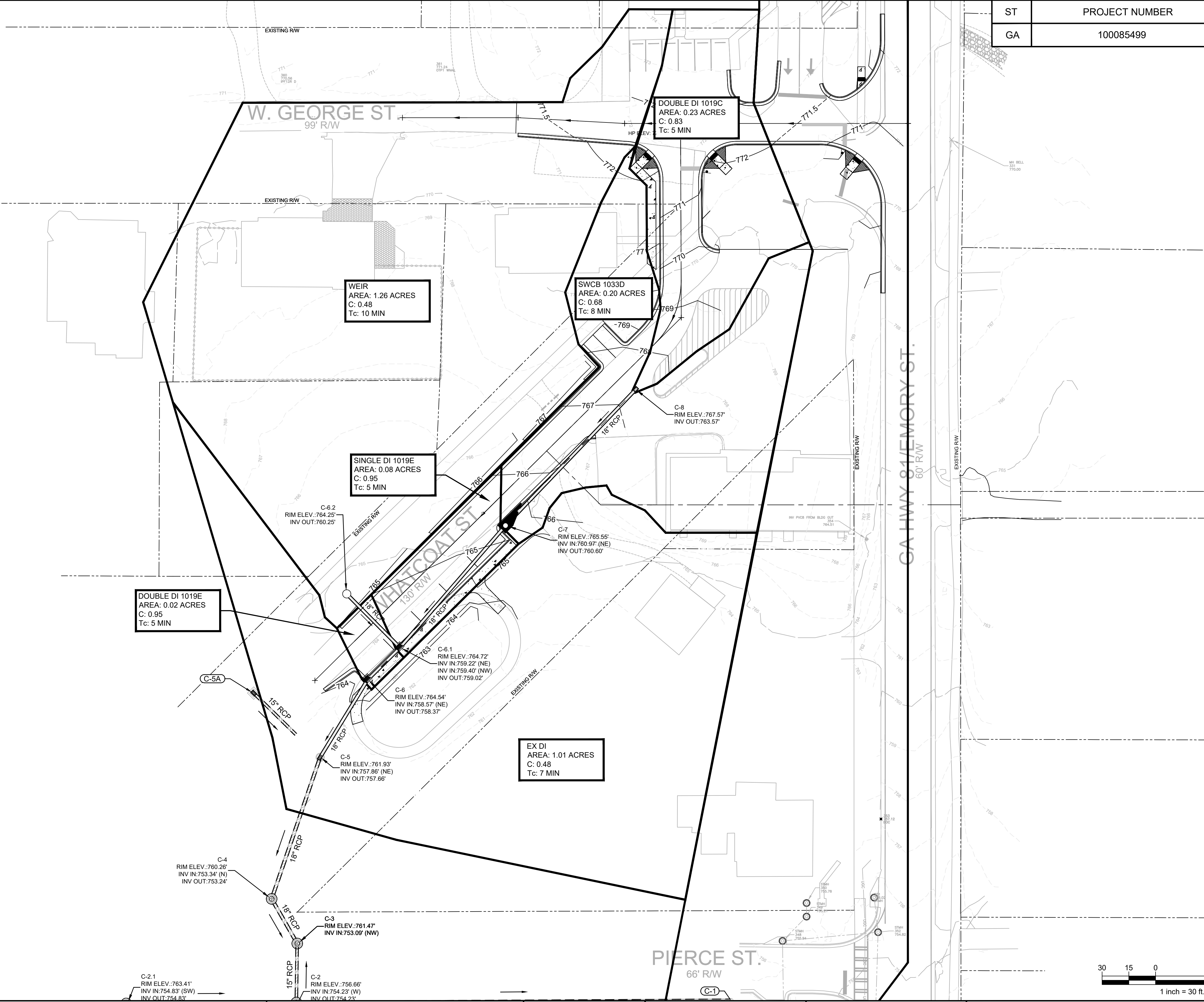

CITY OF OXFORD, GEORGIA

WHATCOAT STREET

GRADING AND DRAINAGE PLAN

CHECKED:	A.G.	DATE:	10/06/2023	DRAWING NO.  18-01
BACKCHECKED:	A.G.	DATE:	10/06/2023	
CORRECTED:	K.F.	DATE:	10/06/2023	
VERIFIED:	A.G.	DATE:	10/06/2023	

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	13	33



PROPOSED DRAINAGE MAP LEGEND

EXISTING DRAINAGE	
PROPOSED DRAINAGE	
DRAINAGE DIVIDE	
RUNOFF COEFFICIENT	C
TIME OF CONCENTRATION	Tc



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REVISION DATES		REVISION DATES	

CITY OF OXFORD, GEORGIA

WHATCOAT STREET

PROPOSED DRAINAGE AREA MAP

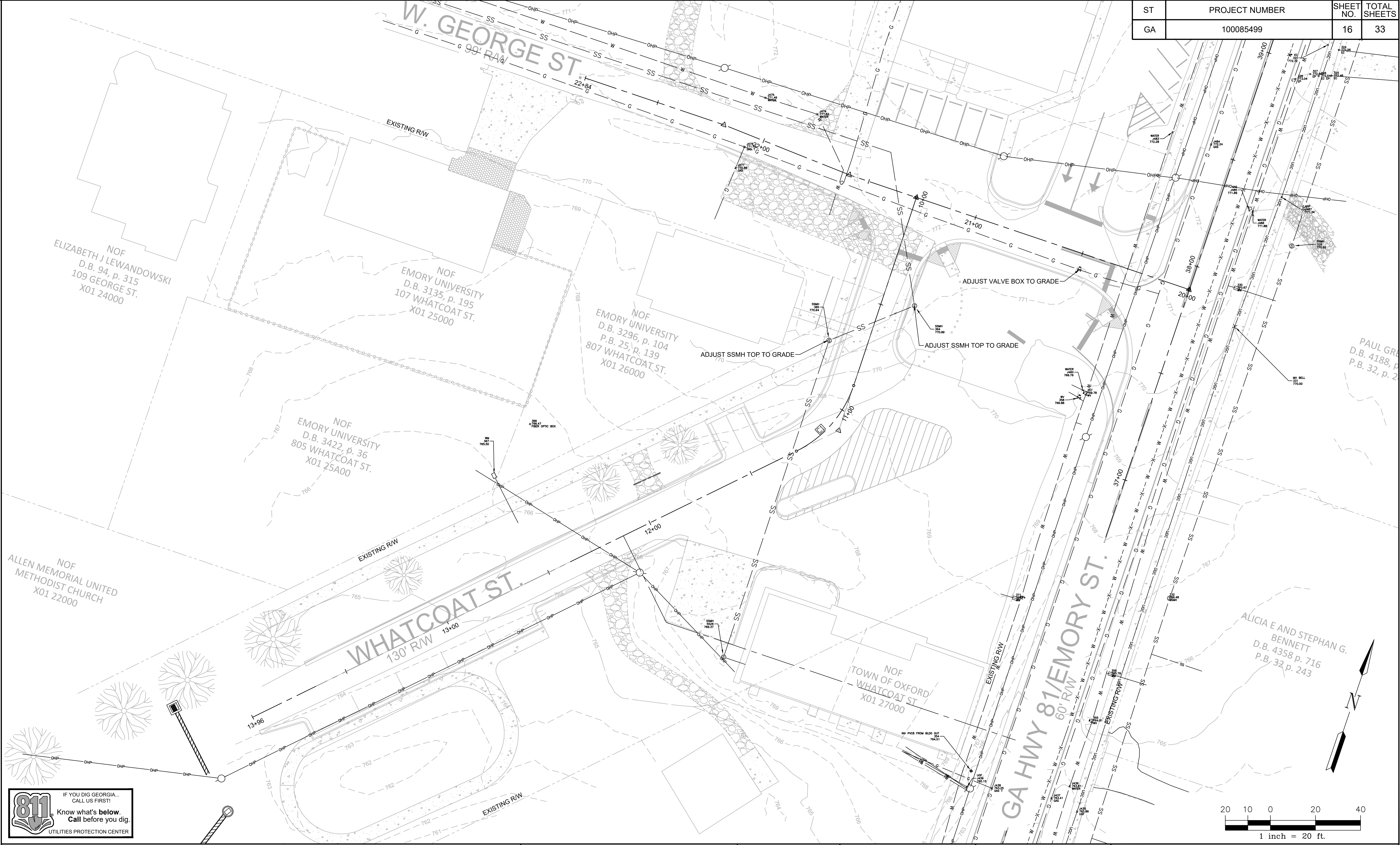
CHECKED:	A.G.	DATE:	10/06/2023
BACKCHECKED:	A.G.	DATE:	10/06/2023
CORRECTED:	K.F.	DATE:	10/06/2023
VERIFIED:	A.G.	DATE:	10/06/2023

DRAWING NO.

21-01



ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	16	33





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UTILITY PLAN LEGEND		AtkinsRéalis AtkinsRéalis North America <small>Atkins North America, Inc. 1600 RiverEdge Parkway NW, Ste. 700 Atlanta, GA 30328 Tel: (770)9334280</small>	Certificate of Authorization #PEF000902 Expiration Date 06/30/2024	REVISION DATES		REVISION DATES		CITY OF OXFORD, GEORGIA			
—OHP—	EXISTING OVERHEAD POWER							WHATCOAT STREET			
—UGC—	EXISTING FIBER							UTILITY PLAN			
—W—	EXISTING WATER										
—SAN—	EXISTING SANITARY							CHECKED:	A.G.	DATE:	10/06/2023
—W-X—	EXISTING ABANDONED WATER							BACKCHECKED:	A.G.	DATE:	10/06/2023
—GAS—	EXISTING GAS							CORRECTED:	K.F.	DATE:	10/06/2023
								VERIFIED:	A.G.	DATE:	10/06/2023
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ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	17	33

SIGNING AND STRIPING PLAN

KEY NOTES

- 1 24" STOP BAR, SOLID WHITE
- 2 5" SOLID YELLOW
- 3 5" SOLID WHITE
- 4 5" YELLOW AT 3' O.C.
- 5 CERAMIC CHANNEL MARKER (GDOT TYPE 9)
- 6 R1-1 (36) STOP SIGN
- 7 PEDESTRIAN CROSSWALK (GDOT T11A)
- 8 R2-1 SPEED LIMIT SIGN 18"x24", DESIGN SPEED: 25 MPH
- 9 W3-1 STOP SIGN AHEAD SIGN, 18"x18"
- 10 D3-1 STREET NAME SIGN, Vx12"

WHATCOAT ST.

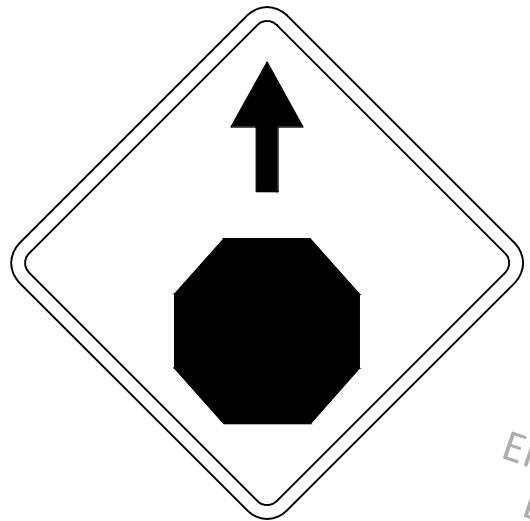
D3-1

W. GEORGE ST.

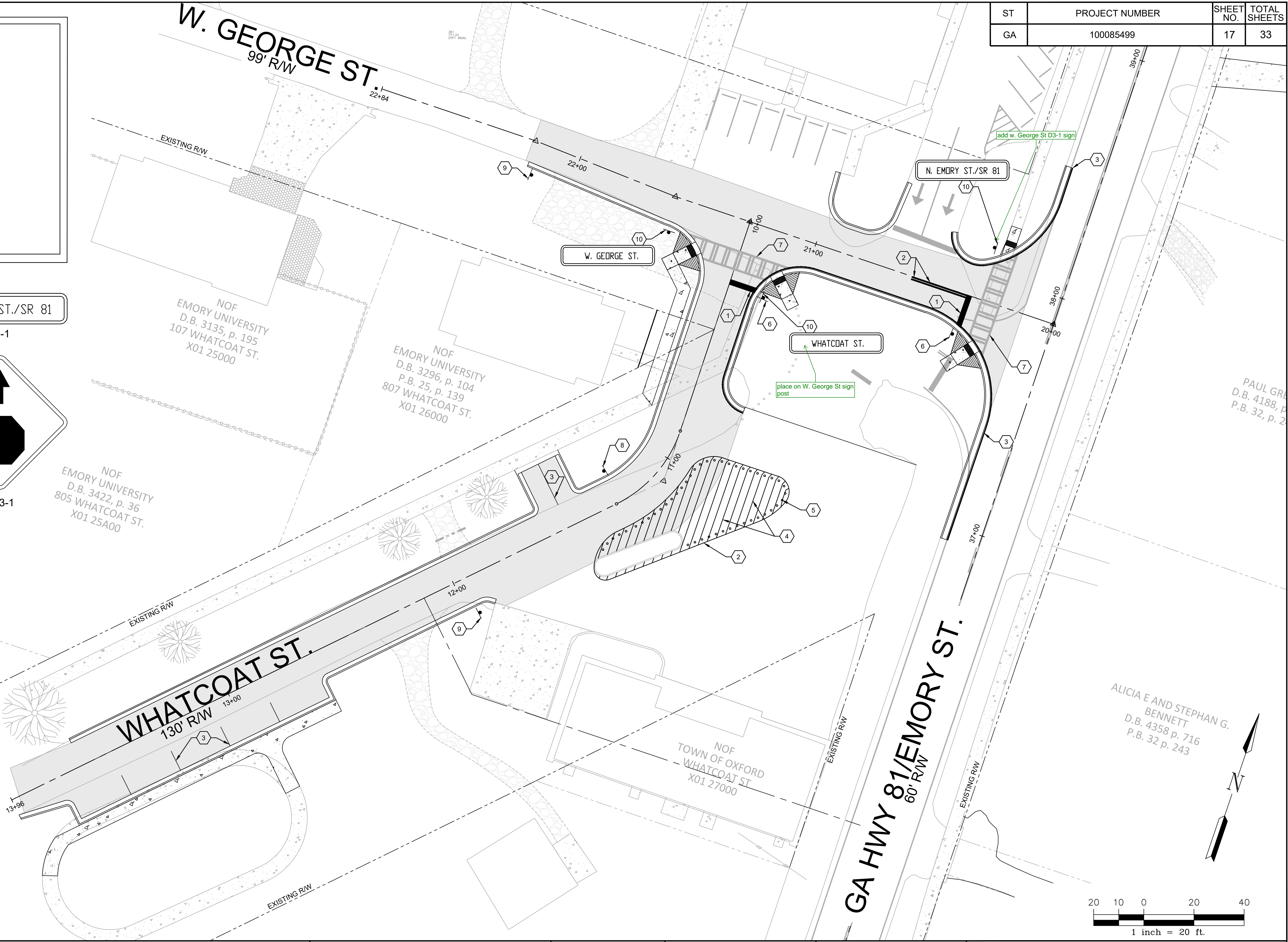
D3-1

N. EMORY ST./SR 81

D3-1



W3-1



Oct 4, 2023 - 9:38am  
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REVISION DATES


REVISION DATES


CITY OF OXFORD, GEORGIA

WHATCOAT STREET

SIGNING AND MARKING PLAN

CHECKED:	A.G.	DATE:	10/06/2023
BACKCHECKED:	A.G.	DATE:	10/06/2023
CORRECTED:	K.F.	DATE:	10/06/2023
VERIFIED:	A.G.	DATE:	10/06/2023

DRAWING NO.

26-01



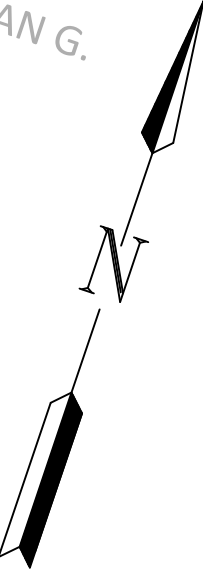
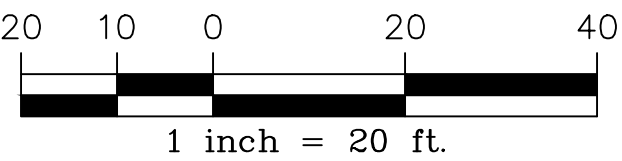
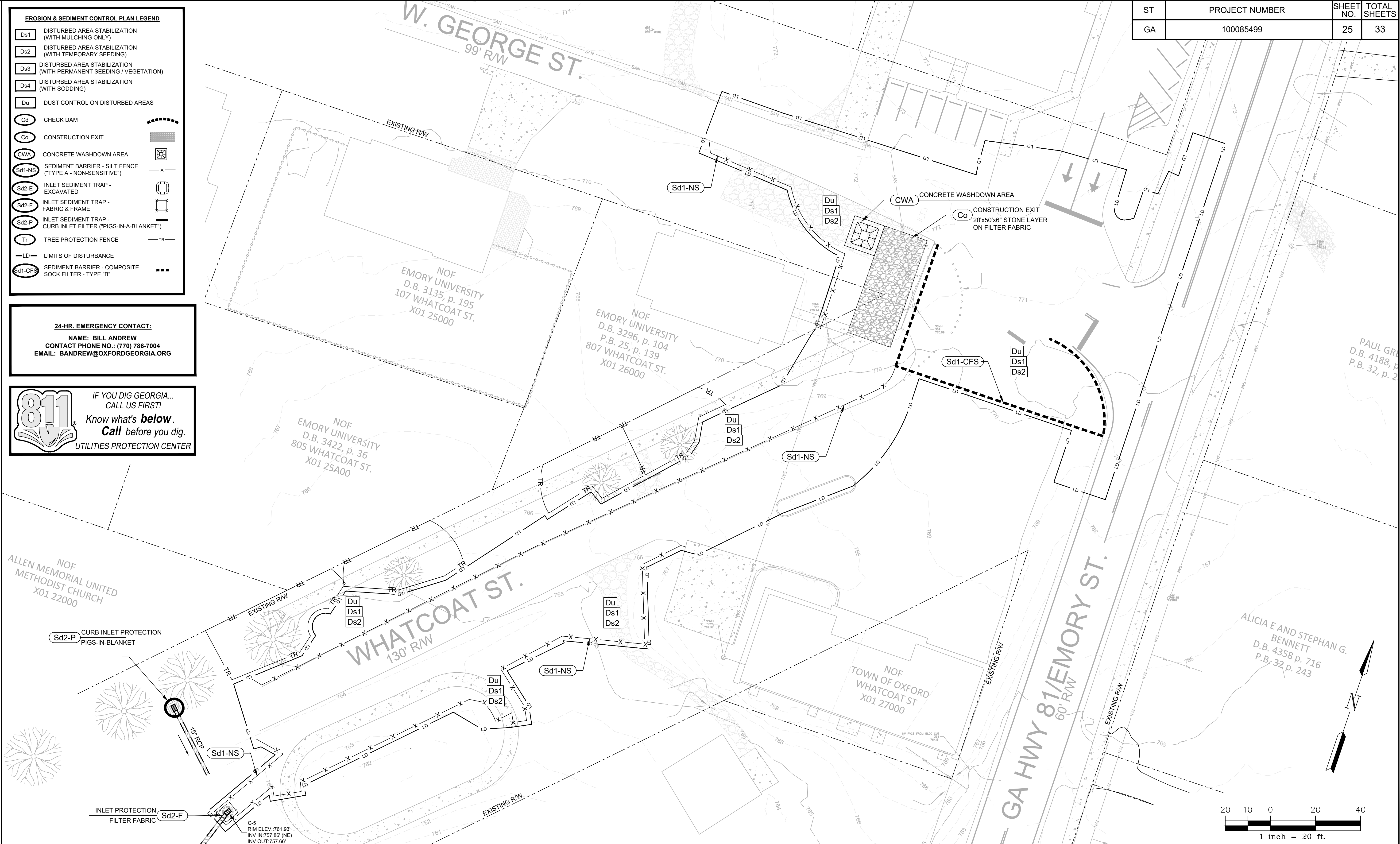
ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	25	33

EROSION & SEDIMENT CONTROL PLAN LEGEND	
Ds1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)
Ds2	DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)
Ds3	DISTURBED AREA STABILIZATION (WITH PERMANENT SEEDING / VEGETATION)
Ds4	DISTURBED AREA STABILIZATION (WITH SODDING)
Du	DUST CONTROL ON DISTURBED AREAS
Cd	CHECK DAM
Co	CONSTRUCTION EXIT
CWA	CONCRETE WASHDOWN AREA
Sd1-NS	SEDIMENT BARRIER - SILT FENCE ("TYPE A - NON-SENSITIVE")
Sd2-E	INLET SEDIMENT TRAP - EXCAVATED
Sd2-F	INLET SEDIMENT TRAP - FABRIC & FRAME
Sd2-P	INLET SEDIMENT TRAP - CURB INLET FILTER ("PIGS-IN-A-BLANKET")
Tr	TREE PROTECTION FENCE
LD	LIMITS OF DISTURBANCE
Sd1-CFS	SEDIMENT BARRIER - COMPOSITE SOCK FILTER - TYPE "B"

**24-HR. EMERGENCY CONTACT:**

NAME: BILL ANDREW  
CONTACT PHONE NO.: (770) 786-7004  
EMAIL: BANDREW@OXFORDGEORGIA.ORG

**811** IF YOU DIG GEORGIA... CALL US FIRST!  
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REVISION DATES		REVISION DATES		CITY OF OXFORD, GEORGIA			
				WHATCOAT STREET ESPCP PHASE I - INITIAL			
				CHECKED:	A.G.	DATE:	10/06/2023
				BACKCHECKED:	A.G.	DATE:	10/06/2023
				CORRECTED:	K.F.	DATE:	10/06/2023
				VERIFIED:	A.G.	DATE:	10/06/2023
				DRAWING NO.		54-01	



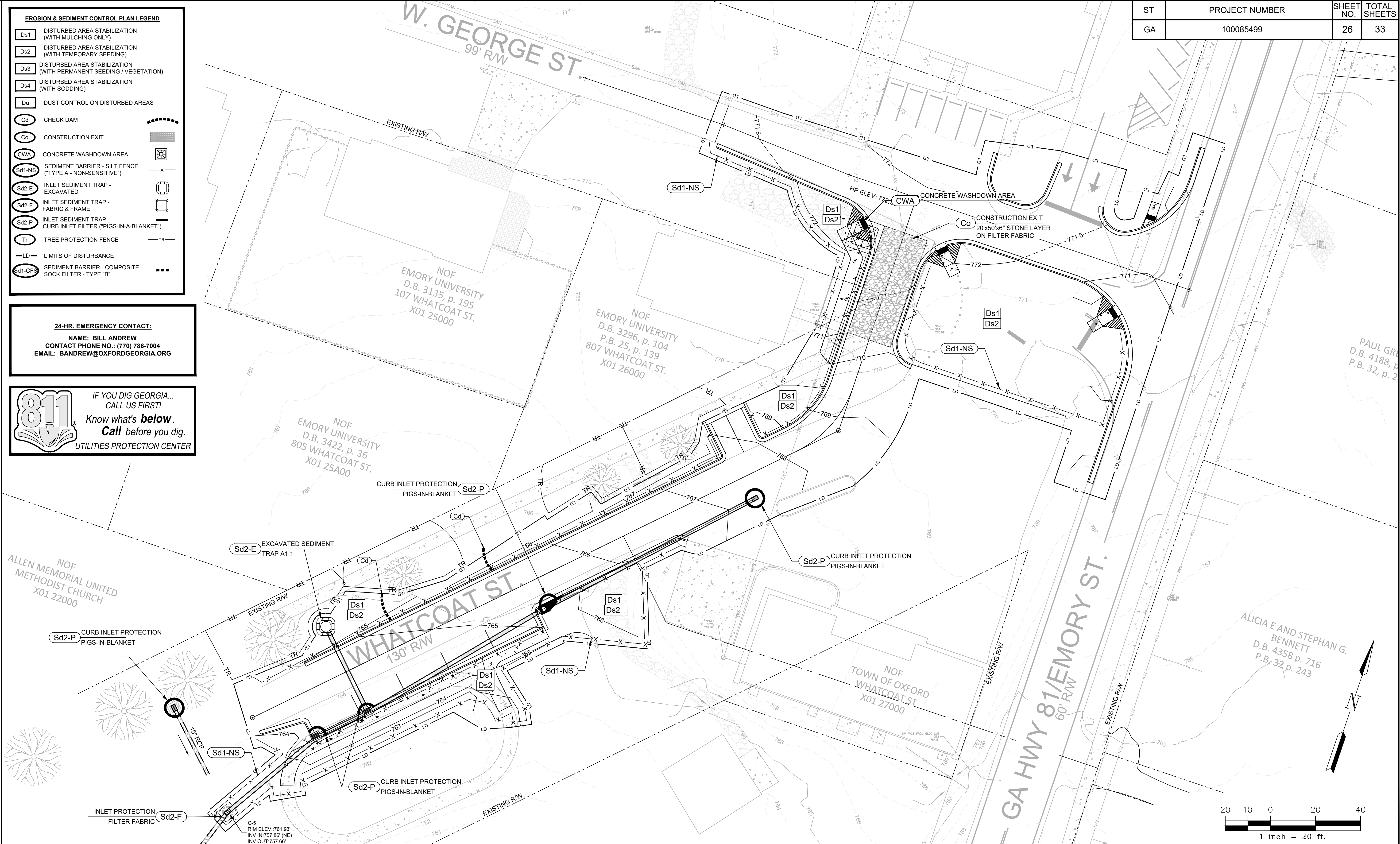
ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	26	33

EROSION & SEDIMENT CONTROL PLAN LEGEND	
Ds1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)
Ds2	DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)
Ds3	DISTURBED AREA STABILIZATION (WITH PERMANENT SEEDING / VEGETATION)
Ds4	DISTURBED AREA STABILIZATION (WITH SODDING)
Du	DUST CONTROL ON DISTURBED AREAS
Cd	CHECK DAM
Co	CONSTRUCTION EXIT
CWA	CONCRETE WASHDOWN AREA
Sd1-NS	SEDIMENT BARRIER - SILT FENCE ("TYPE A - NON-SENSITIVE")
Sd2-E	INLET SEDIMENT TRAP - EXCAVATED
Sd2-F	INLET SEDIMENT TRAP - FABRIC & FRAME
Sd2-P	INLET SEDIMENT TRAP - CURB INLET FILTER ("PIGS-IN-A-BLANKET")
Tr	TREE PROTECTION FENCE
LD	LIMITS OF DISTURBANCE
Sd1-CFS	SEDIMENT BARRIER - COMPOSITE SOCK FILTER - TYPE "B"

24-HR. EMERGENCY CONTACT:	
NAME:	BILL ANDREW
CONTACT PHONE NO.:	(770) 786-7004
EMAIL:	BANDREW@OXFORDGEORGIA.ORG



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	<div><div>AtkinsRéalis</div><div>AtkinsRéalis North America</div></div> <div>Atkins North America, Inc 1600 RiverEdge Parkway NW, Ste. 700 Atlanta, GA 30328 Tel: (770)933-0280</div> <div>Certificate of Authorization #PEF000902 Expiration Date 06/30/2024</div>	NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK	REVISION DATES			REVISION DATES			CITY OF OXFORD, GEORGIA					
									WHATCOAT STREET					
									ESPCP					
									PHASE II - INTERMEDIATE					
									CHECKED:	A.G.	DATE:	10/06/2023	DRAWING NO.	
									BACKCHECKED:	A.G.	DATE:	10/06/2023	54-02	
									CORRECTED:	K.F.	DATE:	10/06/2023		
									VERIFIED:	A.G.	DATE:	10/06/2023		



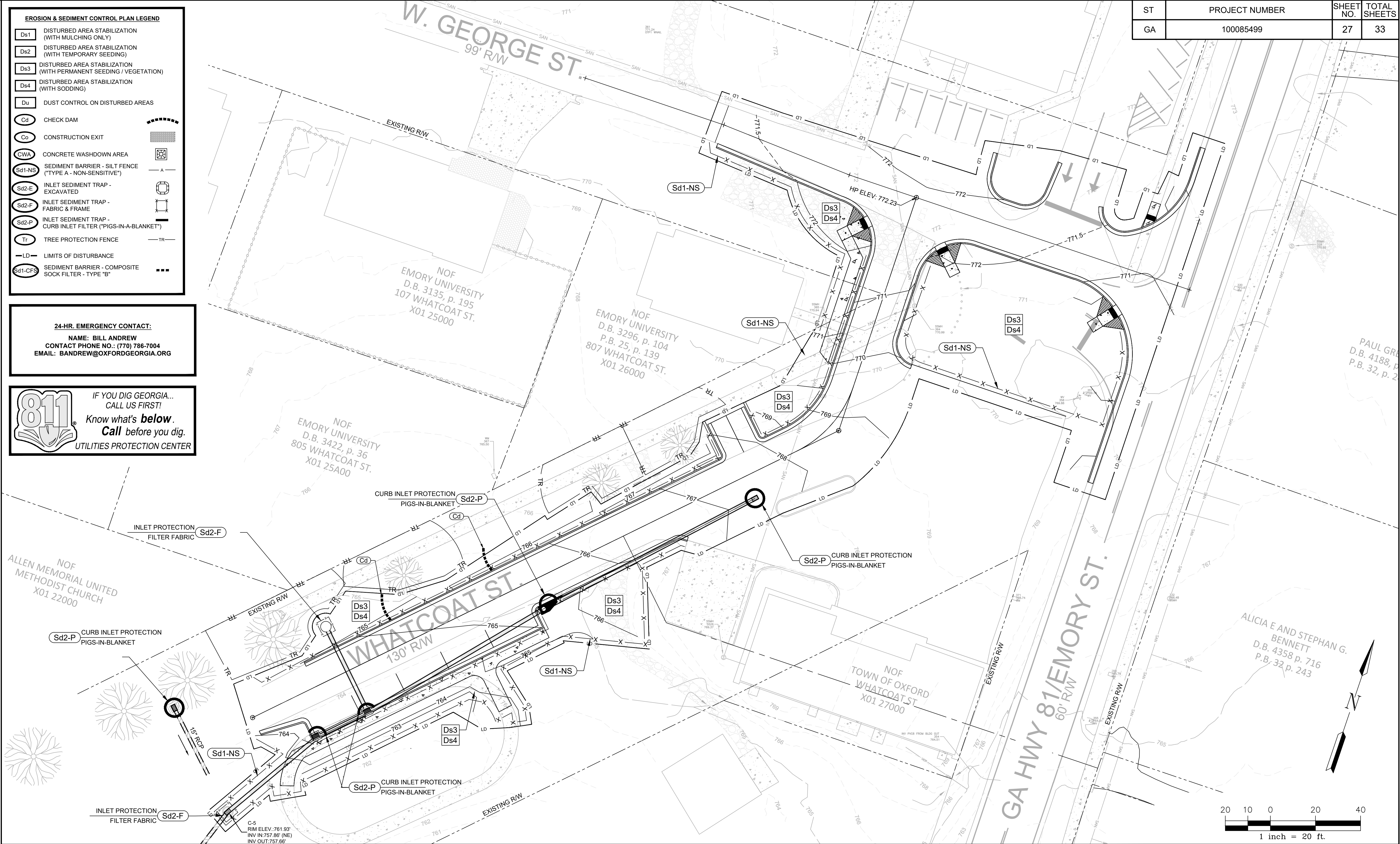
ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	27	33

EROSION & SEDIMENT CONTROL PLAN LEGEND	
Ds1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)
Ds2	DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)
Ds3	DISTURBED AREA STABILIZATION (WITH PERMANENT SEEDING / VEGETATION)
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REVISION DATES		REVISION DATES		CITY OF OXFORD, GEORGIA			
				WHATCOAT STREET ESPCP PHASE III - FINAL			
				CHECKED:	A.G.	DATE:	10/06/2023
				BACKCHECKED:	A.G.	DATE:	10/06/2023
				CORRECTED:	K.F.	DATE:	10/06/2023
				VERIFIED:	A.G.	DATE:	10/06/2023
				DRAWING NO.		54-03	



**City of Oxford, Georgia  
Special Purpose Sales Tax Report  
As of June 30, 2023**

	<b>Estimated Project Cost *</b>	<b>Prior Year Expenses **</b>	<b>Current Year Expenses ***</b>	<b>Total Expenses</b>	<b>Remaining Project Expenses</b>	<b>Project Complete</b>	<b>Estimated Completion Date</b>
<b>2017 Special Purpose Sales Tax Projects:</b>							
Water and Sewer Improvements	\$ 500,000	\$ 500,000	\$ -	\$ 500,000	\$ -	YES	Complete
Transportation	\$ 500,000	\$ 292,854	\$ -	\$ 292,854	\$ 207,146	NO	6/30/2024
Parks and Recreation	\$ 400,000	\$ 400,000	\$ -	\$ 400,000	\$ -	YES	Complete
Public Safety	\$ 100,965	\$ 37,750	\$ 63,215	\$ 100,965	\$ -	YES	6/30/2023
Excess Collections	\$ 1,043,280.32						
Public Safety			\$ 55,328				
Parks and Recreation			\$ 7,089				

\* Estimated cost per the special purpose sales tax referendum

\*\* For all years preceding July 1, 2022

\*\*\* For the year ending June 30, 2023

As of June 30, 2023, the City has \$1,077,999 in 2017 Special Purpose Sales Tax funds that have not been spent.

TRIAL BALANCE REPORT FOR CITY OF OXFORD  
Balance As of 06/30/2024

GL Number	Description	Balance		Balance	
		Debit	Credit	Debit	Credit
		Normal	(Abnormal)	Normal	(Abnormal)
<b>Fund: 322 SPLOST CASH 2017</b>					
<b>Account Category: Assets</b>					
<b>Department: 0000 FUNDING SOURCES</b>					
322-0000-111110-000	CASH-CHECKING			437,737.78	
Total Department 0000:				437,737.78	0.00
Assets				437,737.78	0.00
<b>Account Category: Fund Equity</b>					
<b>Department: 0000 FUNDING SOURCES</b>					
322-0000-134210-000	FUND BALANCE				1,186,800.20
Total Department 0000:				0.00	1,186,800.20
Fund Equity				0.00	1,186,800.20
<b>Account Category: Revenues</b>					
<b>Department: 0000 FUNDING SOURCES</b>					
322-0000-313200-000	SPLOST REVENUE				1,205.73
Total Department 0000:				0.00	1,205.73
Revenues				0.00	1,205.73
<b>Account Category: Expenditures</b>					
<b>Department: 3200 POLICE</b>					
322-3200-542201-000	VEHICLES & EQUIPMENT			13,299.39	
Total Department 3200:				13,299.39	0.00
<b>Department: 4200 STREETS</b>					
322-4200-541400-009	TRANSPORTATION 2017 S			47,561.03	
322-4200-541400-020	EMORY ST. SIDEWALK (SOULE TO RICH.)			689,407.73	
Total Department 4200:				736,968.76	0.00
Expenditures				750,268.15	0.00
Total Fund 322:				1,188,005.93	1,188,005.93
Total All Funds				1,188,005.93	1,188,005.93

**CITY OF OXFORD**

6/6/2024

**2023 SPLOST****APPROVED BUDGET**

Water and Sewer Capital Improvements		1,500,000
Roads, Streets, Bridges, Sidewalks, and Related Improv		675,000
Parks and Recreation		398,496
Public Safety Facilities, Vehicles, and Equipment		250,000
Total SPLOST Project		<u>2,823,496</u>
% Allocation of Collections	2.614%	

July 2023 SPLOST Collections	1,783,400.29	
July 2023 Disbursement		46,610.95
July 2023 SPLOST Collections Corr	26,543.13	
July 2023 Disbursement Correction		693.73
August 2023 SPLOST Collections	1,849,868.09	
August 2023 Disbursement		48,348.15
August 2023 SPLOST Collections Corr	19,721.95	
August 2023 Disbursement Correction		515.45
September 2023 SPLOST Collections	1,811,200.91	
September 2023 Disbursement		47,337.55
October 2023 SPLOST Collections	1,914,455.52	
October 2023 Disbursement		50,036.21
November 2023 SPLOST Collections	1,827,232.17	
November 2023 Disbursement		47,756.54
December 2023 SPLOST Collections	2,118,754.03	
December 2023 Disbursement		55,375.76
January 2024 SPLOST Collections	1,681,063.90	
January 2024 Disbursement		43,936.29
February 2024 SPLOST Collections	1,841,152.22	
February 2024 Disbursement		48,120.35
March 2024 SPLOST Collections	1,910,132.53	
March 2024 Disbursement		49,923.22
April 2024 SPLOST Collections	1,927,746.09	
April 2024 Disbursement		50,383.57

Total Disbursed		<u><u>489,037.77</u></u>
-----------------	--	--------------------------

### **Recommended Funding Strategy for Whatcoat Street**

With a bid price of \$620,864 and the additional \$99,000 in contingency, we would be looking at a total bid of \$719,864. We have \$437,738 in 2017 SPLOST funds of which \$207,146 must be spent on Transportation. If we were to spend the full \$437,738 in 2017 SPLOST funds, this would leave a balance \$282,738. This could be covered by the GA Fund 1 account which, as shown in the table below, has \$3,558,843 available.

\$719,864 TOTAL needed

(\$437,738) 2017 SPLOST balance – It would be good to get this account closed out.

(\$282,126) GA Fund 1 Account – this is only 8% of the GA Fund 1 account

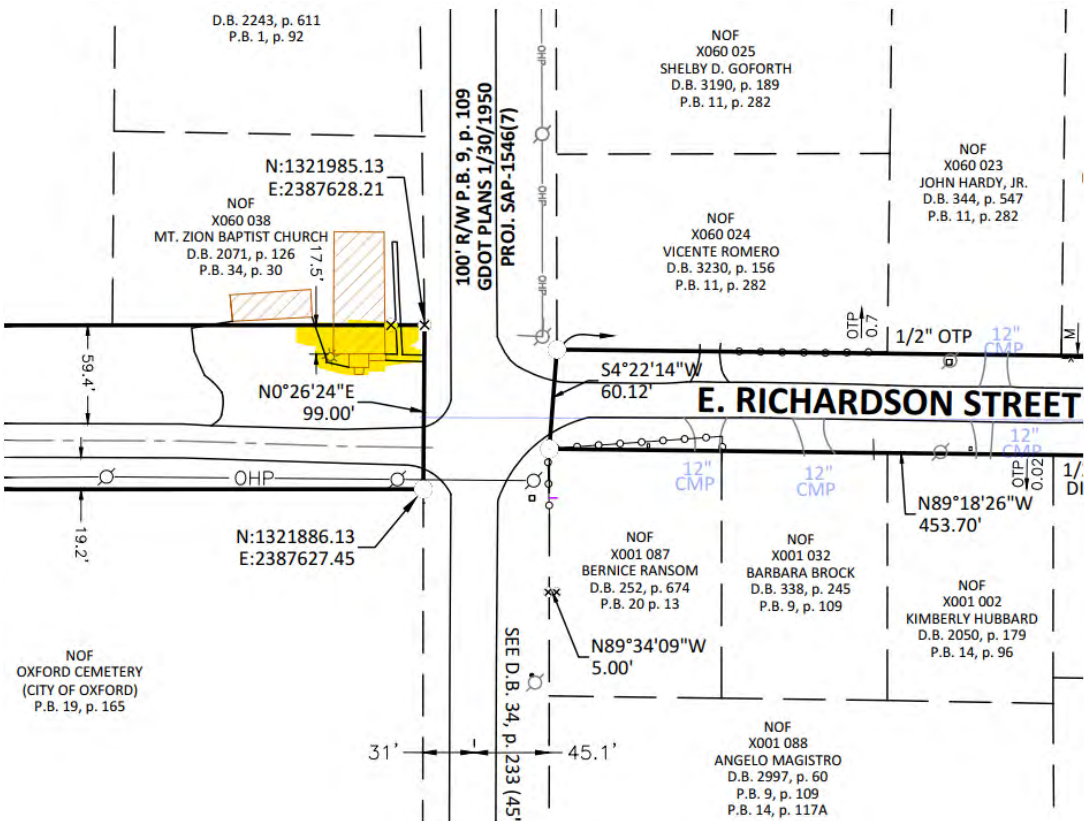
\$0.00

Account	Balance as of 4/30/24	Increase in FY2025	Committed in FY2024 budget	Remaining Available
GA Fund 1	3,508,843.49	200,000.00	150,000.00	3,558,843.49
Capital Projects	1,151,312.95		2,114,377.00	50,318.24
Gold Reserve	1,013,382.29			
2023 SPLOST	286,525.10	700,000.00	841,428.00	145,097.10

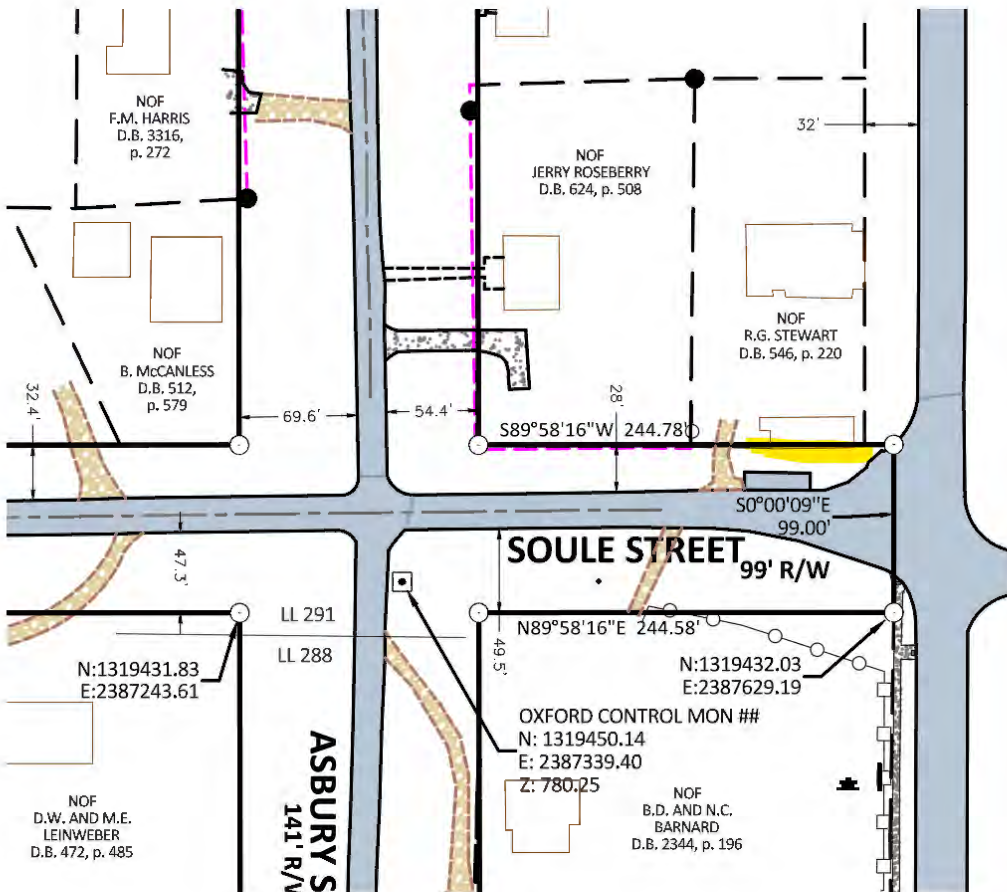


Below I have identified a few of the most significant encroachments into city rights-of-way in Oxford. If the City desires to do a ‘first round’ of mapping and use agreements, I thought building structures might be a good place to start. I haven’t gone into much detail here, but if you need me to, I can elaborate on time/cost to map specific sites. As I mentioned by phone, I expect my crew can collect necessary data for us to map the largest and most detailed of these sites - worst case – in a full day (7 crew hours). Our crew rate is \$160 per hour so a ‘full day’ is about \$1120. There would be some research and mapping time associated with each site, but we have a big head start having done the city right-of-way mapping a few years ago. So I’d budget a worst-case cost of about \$1500 per site to create mapping exhibits to support your use agreements. That’s only for the more detailed 2 or 3 sites. Some of the ones I mention below are very minor and might be considered insignificant by the City. The smaller encroachments would likely only take an hour or two to field-verify and with mapping cost would be \$100-\$200 each depending on whether we do several of them in one trip.

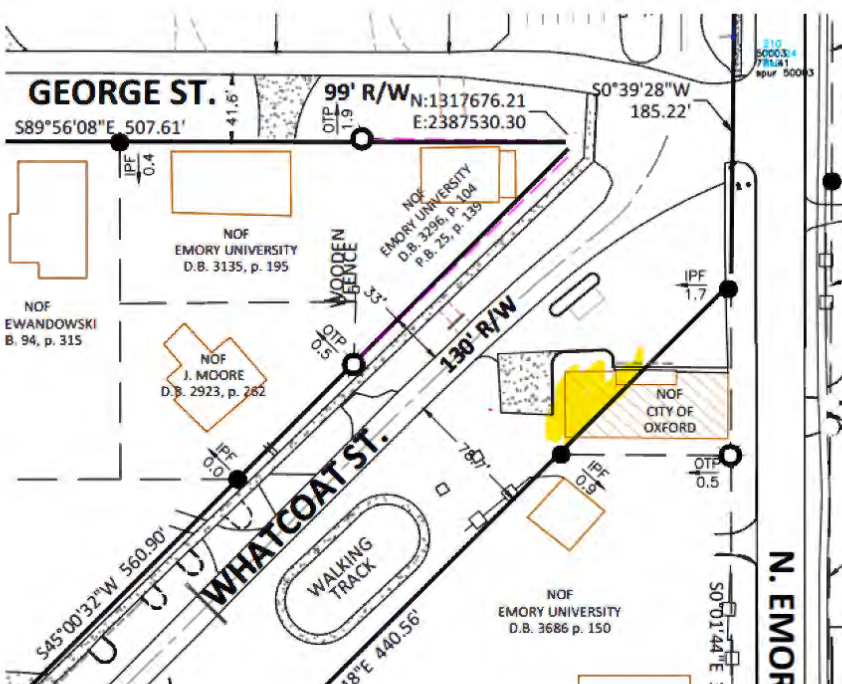
1 – Mt. Zion Baptist Church 30' into Richardson Street RW



2 – R.G. Stewart cottage 2.5 feet into Soule Street RW

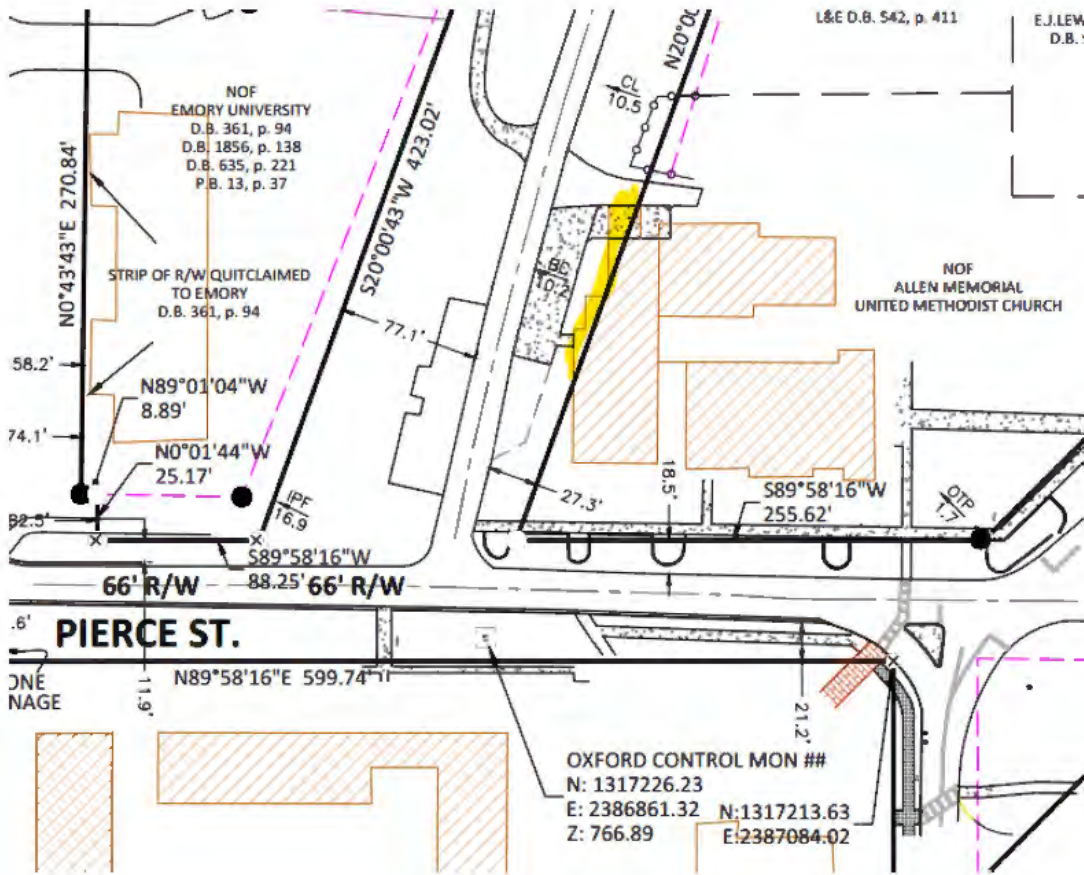


3 – City of Oxford building 33 feet into Whatcoat Street RW. I don't think the City can encroach on itself, and this seems to be taking care of itself anyway – but it's a building in a right-of-way so I thought I'd mention it.

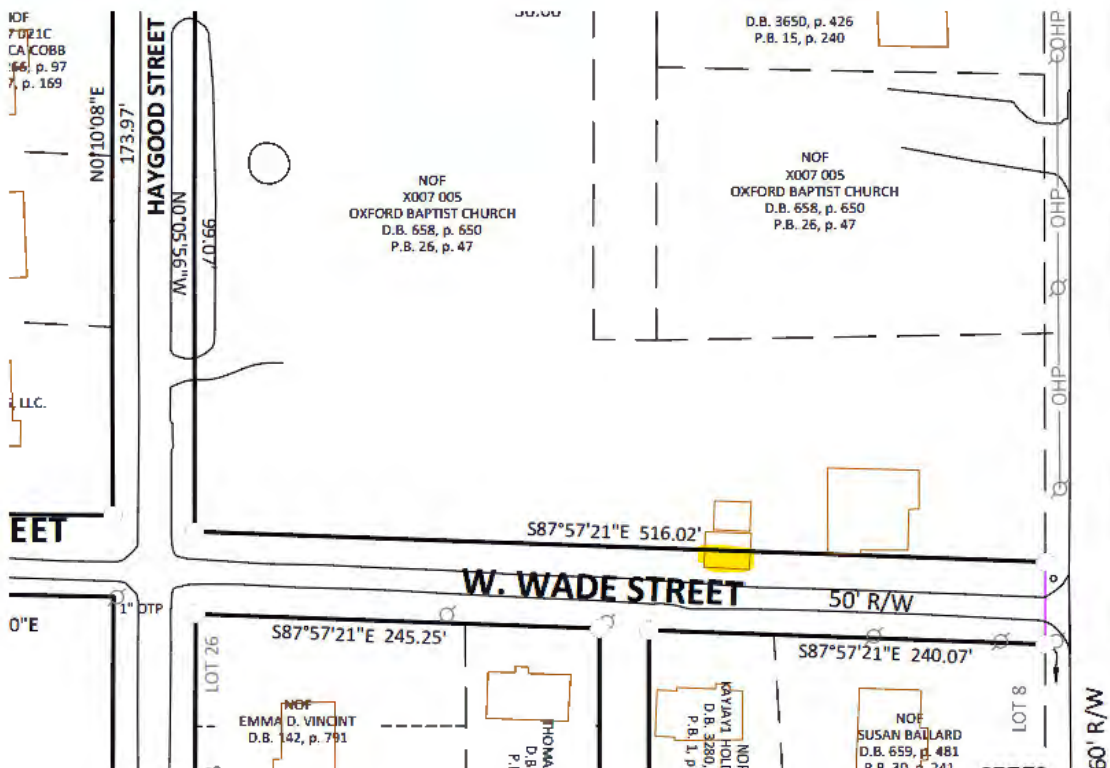




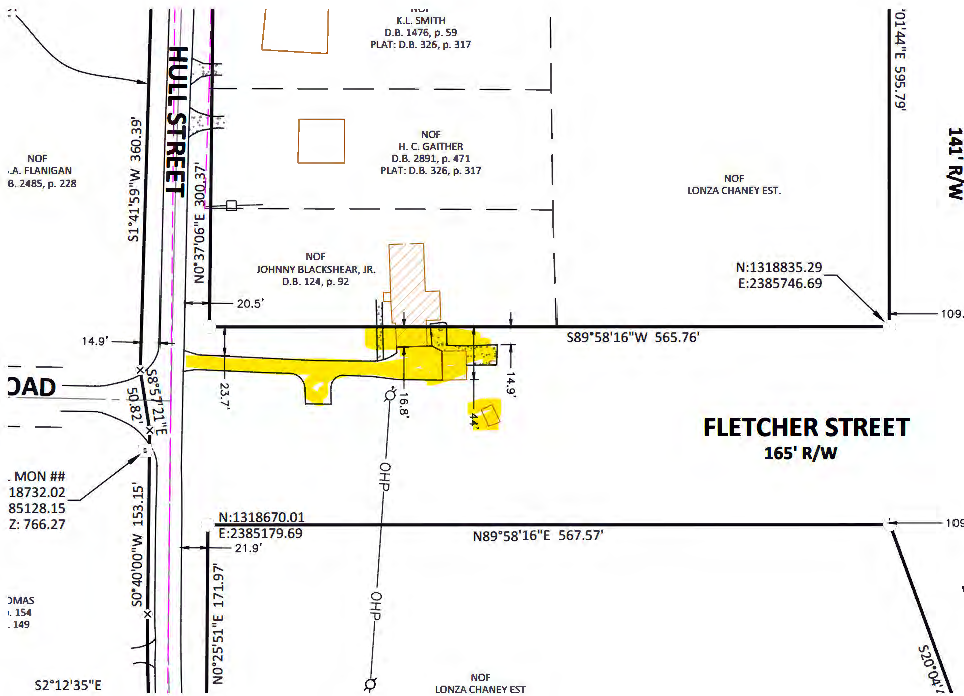
#### 4 – Allen Memorial United Methodist Church xx feet into Asbury Street RW



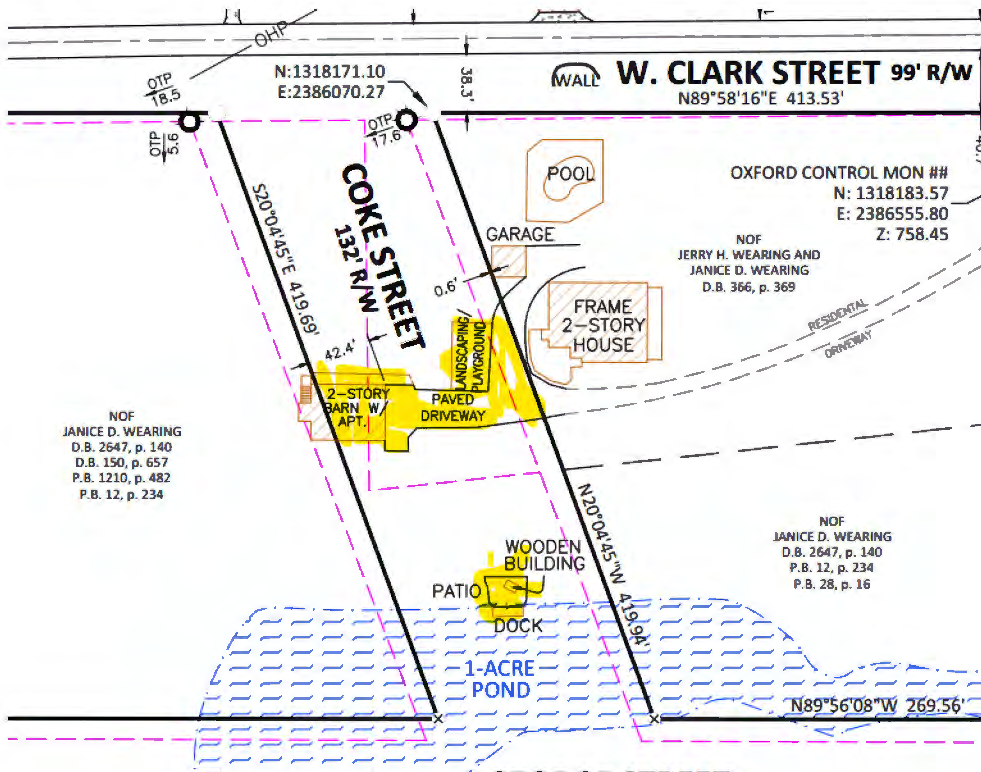
#### 5 – Oxford Baptist Church concrete block garage building 11 feet into W. Wade Street RW



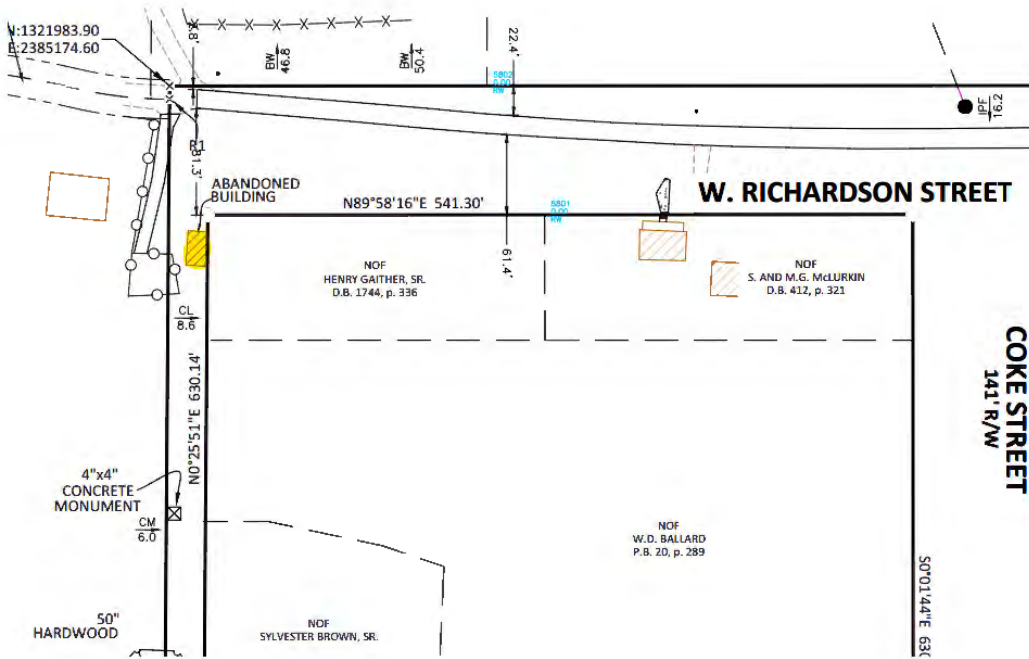
6 – Johnnie Blackshear house encroaches 17 feet into Fletcher St RW and Blackshear garage 44' into Fletcher St RW. Entire Blackshear driveway is within Fletcher St RW.



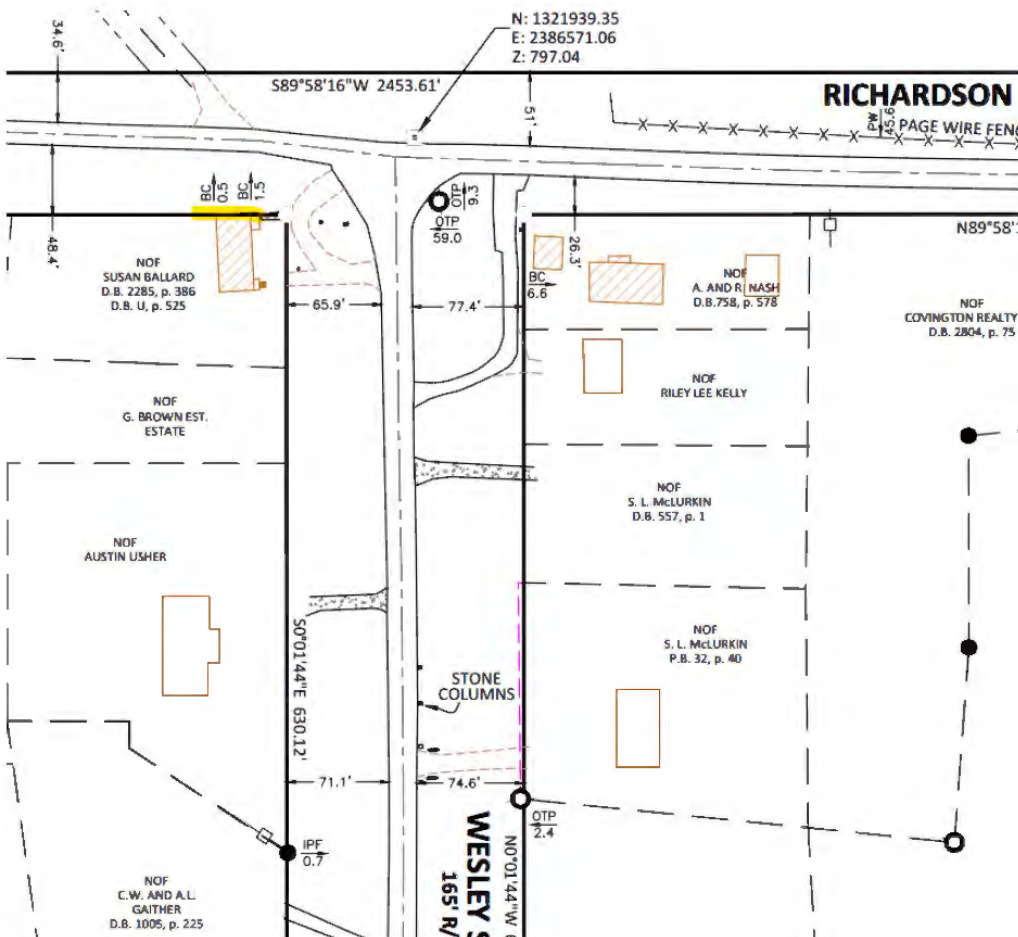
7 – Wearing barn/apartment building, playground, driveway, and dock lie within Coke Street RW. Their 100-year lease from the city expired a few years ago.



8 – an abandoned shed lies within Hull Street RW just south of W. Richardson St.

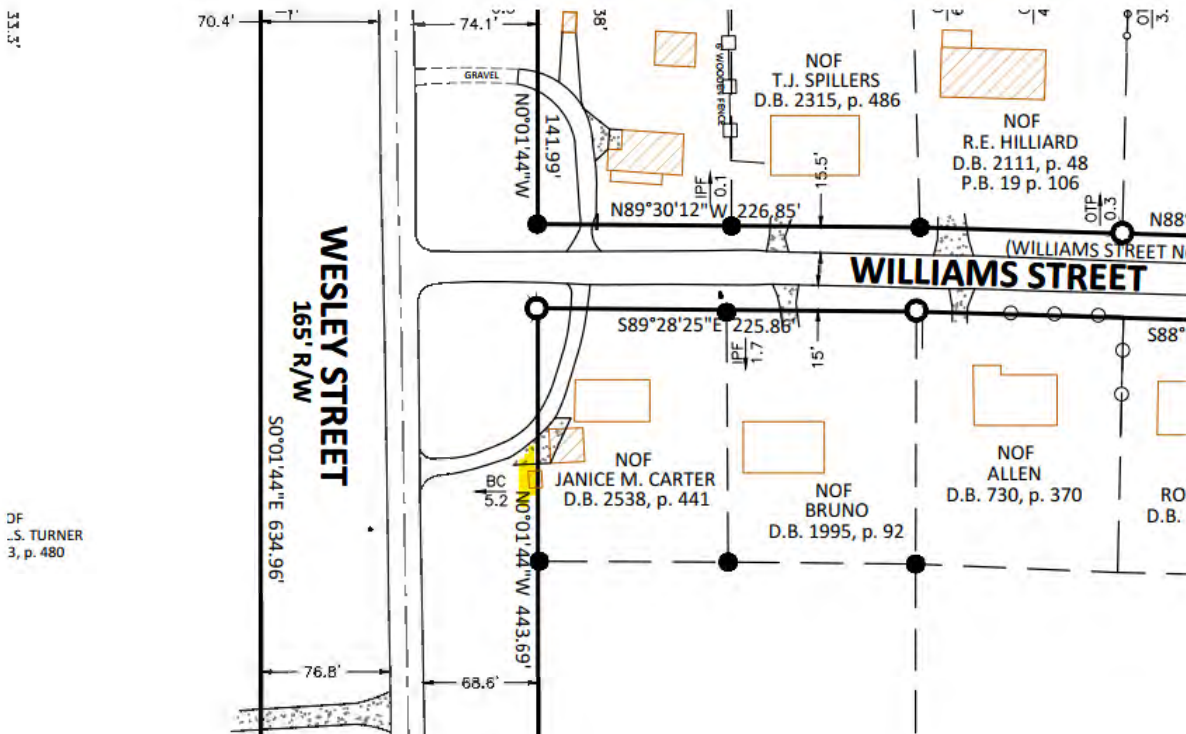


9 – the Susan Ballard house encroaches 1.5 feet into W. Richardson Street at Wesley Street.





33.3'



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robert@jordan-eng.com 706-318-6786



## Memorandum

To: Mayor and City Council

From: Bill Andrew, City Manager

Date: July 12, 2024

**RE: Water Fountain Replacement at Asbury Street Park**

The Morningside quote for \$26,700 and the Art Plumbing quote for \$19,161.51 are the only two quotes Jody has been able to generate. A third company which had bid earlier does not seem interested in bidding a second time. Due to the removal of the current unit and the extensive drainage under the unit, this type of work is complicated, and thus difficult to obtain a quote. Plumbers can make “easier” money with more standard work.

We had been ready to move forward with Morningside and then they realized they had not assessed the job correctly and changed their price from \$7,500 to \$26,700. So, we did not feel comfortable in moving forward with them with that price change.

The Art Plumbing quote is \$19,161 and Jody said that they had performed well with similar work at the College. So, while we only have the two quotes, I would like to get this done before we get through a whole other summer with no water out there.

The FY 2025 City Parks and Trail Maintenance budget is \$45,000 but that includes the landscape maintenance contract for Asbury Park and the ReForest ATL invasive plants eradication. Staff would recommend the use of SPLOST 2023 funds which has \$398,496 budgeted from Parks and Recreation.

ASBURY STREET (141' R/W) 18' PAVED

WATSON STREET (199' R/W, 21' ASPHALT)

COLLINGSWORTH STREET 20' PAVED

10' ASPHALT WALKING TRACK LENGTH 9 0.11 mi

SODDED BERMUDA RECREATION AREA

UNDERGROUND STORMWATER DETENTION FACILITY

PAVILLION STRUCTURE

When last discussed, it was decided to replace the units in green and remove and cap the unit in orange.

This unit not indicated on this plan version

Note: The water fountain under The Pavillion has not had any functional issues and is not being considered for replacment at this time.

When last discussed, it was decided to replace the units in green and remove and cap the unit in orange.

Note: The water fountain under The Pavillion has not had any functional issues and is not being considered for replacment at this time.



The two current water fountain models, we have two of each

Replacement Freeze Resistant Water Fountains – we have 4 units in storage which are all bi-level and have the pet fountain. They were purchased a few years ago.



**ART PLUMBING COMPANY**

1847 SOUTH COBB INDUSTRIAL BLVD.  
SMYRNA, GA 30082

Marty Carroll - 404-787-9104  
marty@artplumbing.com



<b>Sold To:</b>		<b>QUOTATION</b>	
CITY OF OXFORD 110 WEST CLARK STREET  OXFORD, GA 30054		Quote:	133118
		Date:	Jun24/24
		Reference Number:	
		Who Called:	JODY
		Customer Code:	
<b>Job Location:</b>		Start Date:	Jun26/24
CITY OF OXFORD 110 WEST CLARK STREET OXFORD, GA 30054			

<b>Description</b>		<b>Qty</b>	<b>Price</b>	<b>Total</b>
<b>We are pleased to submit our quotation for the following work:</b>				
FURNISH LABOR, EQUIPMENT AND MATERIAL TO REPLACE 3 DRINKING FOUNTAINS IN PARK. REMOVE AND CAP ANOTHER.				
NEW FOUNTAINS TO BE FURNISHED BY OWNER.				
SCOPE OF WORK:				
- REMOVE EXISTING FOUNTAINS AND DEMO CONCRETE SLAB.				
- USE HYDROEXCAVATOR TO EXCAVATE HOLE FOR DRAINAGE ROCK AND VALVE BOX.				
- INSTALL VALVE BOX AND PIPING AND FILL HOLE.				
- POUR NEW SLAB IN PLACE.				
- RETURN ONCE CONCRETE HAS SET AND INSTALL NEW FOUNTAIN AND CONNECT.				
Exclusions:				
Premium labor - assume normal working hours				
Rock excavation or removal of unsuitable material				
Special bedding or backfill -				
Responsibility for unmarked utilities				
Locating of private utilities				
Landscaping - backfill only				
Asphalt or concrete patch				
<b>Materials</b>				
TOTAL MATERIALS				2,717.95
<b>Labour</b>				
N-Side Drinking Fountain	8.00	170.00		1,360.00
West-Side Drinking Fountain	8.00	170.00		1,360.00
South W-Side Drinking Fou	8.00	170.00		1,360.00



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South E-Side Drinking	8.00	170.00	1,360.00
Fou			
JOBSITE CLEANUP	8.00	170.00	1,360.00
FLAGGING	16.00	60.00	960.00
TOTAL LABOR			7,760.00
<b>Equipment</b>			
4WD 60-90 HP	1.00	1,638.44	1,638.44
BACKHOE/WEEK			
DUMP TRUCK	4.00	432.88	1,731.52
RENTAL/DAY			
TOTAL EQUIPMENT			3,369.96
<b>Other</b>			
VALVE BOX FOR EACH	3.00	405.00	1,215.00
FOUNTAIN			
CONCRETE FOR EACH	26.00	8.10	210.60
FOUNTAIN PAD			
LUMBER FOR EACH PAD	8.00	13.50	108.00
GRAVEL BACKFILL FOR	50.00	8.10	405.00
EACH FOUNT			
hydroexcavation	1.00	3,375.00	3,375.00
TOTAL OTHER			5,313.60
<b>Subtotal</b>			19,161.51
<b>Tax 2</b>			0.00
<b>Total Quotation</b>			19,161.51



Morningside Plumbing Services Inc.  
2175 Piedmont Road B10  
Atlanta, Ga. 30324  
Remittance:  
P.O. Box 8614 Atlanta, Ga. 31106  
(404) 873-1881

#### BILL TO

Jody Reid - City of Oxford  
105 West Watson Street  
Oxford, GA 30054 USA

INVOICE  
10488922

INVOICE DATE  
Jun 11, 2024

#### JOB ADDRESS

Jody Reid - City of Oxford  
105 West Watson Street  
Oxford, GA 30054 USA

Completed Date:

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Estimate	Installing customer provided drinking fountain with dog bowl. These fountains will be installed in the locations of the existing fountains. We will need to remove the old fountains and install the new ones. New ones will be freeze proof, so they will pipe up a little different than the previous ones.	3.00	\$2,500.00	\$7,500.00

SUB-TOTAL	\$7,500.00
TAX	\$0.00
TOTAL DUE	\$7,500.00
BALANCE DUE	<b>\$7,500.00</b>

Thank you for choosing Morningside Plumbing

#### CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts. All credit card charges are subject to a 3.5% fee.

Sign here

Date

#### CUSTOMER ACKNOWLEDGEMENT

I find and agree that all work performed by Morningside Plumbing Services Inc. has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature

here signifies my full and final acceptance of all work performed by the contractor.

Sign here

Date

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Morningside Plumbing Services Inc.  
2175 Piedmont Road B10  
Atlanta, Ga. 30324  
Remittance:  
P.O. Box 8614 Atlanta, Ga. 31106  
(404) 873-1881

#### BILL TO

Jody Reid - City of Oxford  
105 West Watson Street  
Oxford, GA 30054 USA

ESTIMATE  
10529915

ESTIMATE DATE  
Jun 11, 2024

#### JOB ADDRESS

Jody Reid - City of Oxford  
105 West Watson Street  
Oxford, GA 30054 USA

Job: 10488922

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
Estimate	Installing customer provided outdoor heavy duty drinking fountain. For this install there is quite a bit of plumbing that goes underneath the ground for this unit as well. We will have to remove portions of concrete and put in a gravel bed in the ground and hook up all plumbing in the ground. At this point we would then pour back concrete and give time to cure. We will then return to install the actual drinking fountain which involves bolting to the ground and hooking up plumbing. This job is expected to take several days per fountain to complete there will be several trips to be able to complete this job.	3.00	\$8,900.00	\$26,700.00

SUB-TOTAL	\$26,700.00
TAX	\$0.00
TOTAL	\$26,700.00

Thank you for choosing Morningside Plumbing

#### CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Morningside Plumbing Services Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date