



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
REGULAR SESSION  
MONDAY, MARCH 6, 2023 – 7:00 PM  
CITY HALL**

**ELECTED OFFICIALS PRESENT:**

David Eady – Mayor  
George Holt – Councilmember  
Jeff Wearing – Councilmember  
Mike Ready – Councilmember  
Jim Windham – Councilmember  
Erik Oliver – Councilmember

**APPOINTED/STAFF PRESENT:**

Bill Andrew – City Manager  
Marcia Brooks – City Clerk/Treasurer  
Mark Anglin – Police Chief  
Jody Reid – Utilities/Maintenance Supervisor  
David Strickland – City Attorney

**ELECTED OFFICIALS NOT PRESENT:**

Laura McCanless – Councilmember

**OTHERS PRESENT:** Juanita Carson, Anderson Wright

1. The meeting was called to order by the Honorable David S. Eady, Mayor.
2. **Erik Oliver made a motion to accept the agenda for the March 6, 2023 Mayor and Council Regular Meeting. Jeff Wearing seconded the motion. The motion was approved unanimously (6/0).** (Attachment A)
3. **Erik Oliver made a motion to accept the Consent Agenda for March 6, 2023. Jeff Wearing seconded the motion. The motion was approved unanimously (6/0).** (Attachment B)
4. **Mayor's Report**  
Jim Acurso from the U.S. Small Business Administration was scheduled to speak about assistance related to the January tornado but he was not present.
5. **Citizen Concerns**  
Juanita Carson provided information about an upcoming event sponsored by East Metro for Social Justice regarding Affordable Housing in East Metro. The event will be held March 11, 2023 at 1:00 p.m. at the T.K. Adams Community Band Room. She also announced that the Oxford Lions Club will hold their annual pancake supper on March 24, 2023 from 5:00 – 7:30 p.m. at Flint Hill Elementary School.
6. **Consideration of a Water Bill Adjustment for Rust Chapel United Methodist Church**  
**Erik Oliver made a motion to approve the adjustment. George Holt seconded the motion.**

Discussion:

Jim Windham requested a copy of the repair bill and spoke of the need for a policy regarding such situations. Mayor Eady advised a policy can be discussed at the April work session.

**The motion was approved unanimously (6/0).**

7. **Consideration of a contract with Benise-Dowling for Exterior Lead Paint Removal and Exterior Painting of Old Church** (Attachment C)

**Jeff Wearing made a motion to approve the contract with Benise-Dowling, with the City of Oxford paying \$100,000 of the cost and the Oxford Historical Foundation paying the remainder. George Holt seconded the motion. The motion was approved unanimously (6/0).**

8. **Consideration of a Five-Year MOU with the Oxford Historical Cemetery Foundation, Inc., and the City of Oxford** (Attachment D)

**George Holt made a motion to approve the MOU. Mike Ready seconded the motion. The motion was approved unanimously (6/0).**

9. **Invoices** (Attachment E)

George Holt asked several questions concerning Bureau Veritas invoices. He requested information about whether revenues are higher than expenditures. There was also discussion about the dates of the invoices listed.

Jim Windham brought up concerns about code violations not being addressed. He also mentioned that the City should work on an ordinance for nuisance houses.

Jeff Wearing asked if the invoice from Robert Jordan reflects details about hours worked. Marcia Brooks provided a copy of the invoice. Mayor Eady confirmed that specific details and hours about the job were provided.

Jim Windham asked for a review of the fees for groups using City Hall.

10. **Executive Session**

None.

11. **Adjourn**

**Erik Oliver made a motion to adjourn at 7:35 p.m. Mike Ready seconded the motion. The motion was approved unanimously (6/0).**

Respectfully Submitted,

A handwritten signature in blue ink that reads "Marcia Brooks". The signature is written in a cursive, flowing style.

Marcia Brooks  
City Clerk/Treasurer

**OXFORD MAYOR AND COUNCIL  
REGULAR SESSION  
MARCH 6, 2023 – 7:00 P.M.  
CITY HALL – 110 W. CLARK ST. 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 March 6, 2023 Mayor and Council Regular Meeting.**
3. **CONSENT AGENDA**
  - a. \*Minutes of the Regular Session February 6, 2023
  - b. \*Minutes of the Special Called Meeting February 20, 2023
  - c. \*Minutes of the Work Session February 20, 2023
4. **Mayor's Report:**

\*Jim Accurso, Public Affairs Specialist with the U.S. Small Business Administration, has requested time of the agenda to review the SBA Disaster Loans which are available due to the January 12, 2023 wind events.
5. **Citizen Concerns**
6. **Consideration of a Water Bill Adjustment for Rust Chapel United Methodist Church:** Rust Chapel UMC recently experienced a leak of 381,000 gallons which has resulted in a bill of \$2,510. Staff is proposing to reduce this bill to the bulk rate Oxford pays to Newton County. This would equal a charge of \$872.51 and would be charged over a 12-month period.
7. **\*Consideration of a contract with Benise-Dowling for Exterior Lead Paint Removal and Exterior Painting of The Old Church:** The bid costs are as follows:

\$109,339.00 Exterior Lead Abatement  
\$33,098.00 Exterior Painting  
\$7.00/SF Epoxy and Sanding (not to exceed \$4,500 w/out change order)  
\$9.15/LF Repair/Replace Siding (not to exceed \$5,500 w/out change order)

Of the \$152,437, the City of Oxford will make a base payment \$100,000 and the Oxford Historical Society will pay what costs exceed this base payment. Work will be scheduled after the May 5<sup>th</sup> Oxford College Baccalaureate Service.
8. **\*Consideration of a Five-Year Memorandum of Agreement with the Oxford Historical Cemetery Foundation, Inc. and the City of Oxford:** Due to concerns about the consistency and quality of the maintenance of the cemetery, the last MOA was reduced from the traditional 5-year span to 1-year. With the maintenance of the cemetery much improved, the Foundation is requesting the MOA return to its 5-year span.

9. **\*Invoices** – Council will review the city’s recently paid invoices over \$1,000
10. **Executive Session** - An Executive Session could potentially be held for Land Acquisition/Disposition, Addressing Pending or Potential Litigation, and/or Personnel.

11. **Adjourn**

\*Attachments



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
ORGANIZATIONAL MEETING AND REGULAR SESSION  
MONDAY, FEBRUARY 6, 2023 – 7:00 PM  
CITY HALL  
DRAFT**

**ELECTED OFFICIALS PRESENT:**

David Eady – Mayor  
George Holt – Councilmember  
Jeff Wearing – Councilmember  
Laura McCanless – Councilmember  
Mike Ready – Councilmember  
Jim Windham – Councilmember  
Erik Oliver – Councilmember

**APPOINTED/STAFF PRESENT:**

Marcia Brooks – City Clerk/Treasurer  
Mark Anglin – Police Chief  
Jody Reid – Utilities/Maintenance Supervisor  
David Strickland – City Attorney

**OTHERS PRESENT:** Laurie Vinson

1. The meeting was called to order by the Honorable David S. Eady, Mayor.
2. **Laura McCanless made a motion to amend the agenda for the February 6, 2023 Mayor and Council Regular Meeting to add an item to discuss COVID Pay. Mike Ready seconded the motion. The motion was approved unanimously (7/0).** (Attachment A)  
  
**Erik Oliver made a motion to accept the amended Agenda. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**
3. **Erik Oliver made a motion to accept the Consent Agenda for February 6, 2023. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).** (Attachment B)
4. **Mayor's Report**
  - a. Mayor Eady reported that the RFP for electric service proposals for Archer Aviation was released last week and is due on February 13, 2023. Mayor Eady and Bill Andrew met with MEAG and ECG last Friday and will meet with them again tomorrow to work on the proposal. A called meeting may be needed to approve the City of Oxford proposal.
  - b. Discussions were held with the county engineer and Bill Andrew last Friday concerning the future of E. Soule Street/Williams Road improvements. The discussion centers around the current three-box culvert.
  - c. A town hall is scheduled with Archer Aviation at the Palmer Stone Elementary gym at 6:00 p.m. on February 16, 2023. Mayor Eady asked Marcia Brooks to help get the word out via the

city's email distribution list, Facebook, and via any other methods possible as soon as details are available.

5. **Citizen Concerns**

Erik Oliver asked if anyone drives around the City looking for code violations. Mayor Eady stated if anyone observes a code violation they should email Bill Andrew and he will investigate the situation. Chief Anglin stated sometimes they email Bureau Veritas several addresses where they have observed violations during their patrolling.

6. **Reappointments for the Oxford Downtown Development Authority** (Attachment C)

**Erik Oliver made a motion to approve the DDA reappointments. Jim Windham seconded the motion. The motion was approved unanimously (7/0).**

7. **Service Delivery Strategy: Water Service Area Changes** (Attachment D)

**Mike Ready made a motion to approve the Water Service Area changes. Laura McCanless seconded the motion.**

Mike Ready asked what the sign-over time for customers not currently in our territory will be. Mayor Eady stated that the changes will be in effect as soon as the agreement is fully executed. There is no formal process for notification of the customers impacted. All customers in the added service areas are aware of the changes with the exception of the Wildwood community which is on a private water system.

**The motion was approved unanimously (7/0).**

8. **Consideration of a Resolution to Amend the FY 2023 Capital Improvement Plan for the Purchase of a Leaf Vacuum** (Attachment E)

**George Holt made a motion to approve the proposed amendment to the FY 2023 Capital Improvement Plan. Laura McCanless seconded the motion. The motion was approved unanimously (7/0).**

9. **Consideration of Non-Disclosure Agreement (NDA) and Engagement Letter with Biren Patel Engineering** (Attachment F)

This issue was not brought to the City Council's attention during the previous work session due to time restraints. The purpose of the proposed Engagement Letter is to work with consultants that have knowledge and experience with Georgia electricity proposals and can independently provide technical assistance in drafting Oxford's response to the RFP for electrical service at Archer Aviation. Mayor Eady entered into the NDA with them in order to discuss the issue this past Friday. The proposed maximum is \$10,000 but he believes the actual cost will be much less than that. This consulting is intended to supplement the assistance being provided by ECG and MEAG.

Jim Windham expressed concern about the number of issues being brought before the Council in the last six to twelve months without being discussed in a Work Session.

Mayor Eady stated that the funds are available in the Electric Department budget. The reason this is being brought to the City Council is because the charter requires City Council approval for all contracts signed by the mayor. He added that in this case, the City just received the RFP last Tuesday, and it has a two-week deadline, which did not allow time for discussion in a work session. There was no intent to try to circumvent the Council's process.

Mr. Windham stated that he did not mean to imply that, and he is only concerned about how it impacts the residents of the City.

**Erik Oliver made a motion to approve the proposed contract with Biren Patel Engineering. Mike Ready seconded the motion. The motion was approved unanimously (7/0).**

Jim Windham requested a list of current contracts the City has.

#### 10. **COVID Pay**

The City Council discussed whether COVID leave (separate from Sick leave) should be offered to employees at its last Work Session. The proposal discussed at the Work Session includes the following requirements:

- The City will cover up to forty (40) hours of leave for COVID illness in addition to the Sick Leave and Vacation Leave already provided.
- The employee must provide proof of at least the first two COVID vaccinations.
- The employee must provide proof of a positive COVID test.
- The employee must provide proof of a negative COVID test to return to work.
- COVID leave will be granted under these provisions through June 30, 2023.

**Mike Ready made a motion to approve the proposed provisions for COVID leave for employees. Laura McCanless seconded the motion. The motion carried (5/2). Erik Oliver and Jeff Wearing voted nay.**

Erik Oliver asked if the action just taken is legal. David Strickland advised there is no law to keep the City from making this provision.

#### 11. **Other Business**

Jim Windham expressed concern about the Electric Department trucks having a different logo on them than the rest of the City's vehicles. His concern centers around creating an identity for the City of Oxford by keeping all branding uniform.

Jody Reid advised he had spoken with Bill Andrew and they had made the decision to mark the Electrical trucks differently.

Mayor Eady advised Mr. Reid to bring any other changes to the City Council before completing them.

#### 12. **Invoices** (Attachment E)

No discussion.



13. **Executive Session**

None.

14. **Adjourn**

**Jim Windham made a motion to adjourn at 8:02 p.m. Jeff Wearing seconded the motion.  
The motion was approved unanimously (7/0).**

Respectfully Submitted,

Marcia Brooks  
City Clerk/Treasurer



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
SPECIAL CALLED MEETING  
MONDAY, FEBRUARY 20, 2023 – 6:30 PM  
CITY HALL  
DRAFT**

**ELECTED OFFICIALS PRESENT:**

David Eady – Mayor  
George Holt – Councilmember  
Laura McCanless – Councilmember  
Mike Ready – Councilmember  
Erik Oliver – Councilmember

**APPOINTED/STAFF PRESENT:**

Bill Andrew – City Manager  
Marcia Brooks – City Clerk/Treasurer  
Mark Anglin – Police Chief  
David Strickland – City Attorney

**ELECTED OFFICIALS NOT PRESENT:**

Jeff Wearing – Councilmember  
Jim Windham – Councilmember

**OTHERS PRESENT:** None.

1. The meeting was called to order by the Honorable David S. Eady, Mayor.
2. **Mike Ready made a motion to approve the agenda for the February 20, 2023 Mayor and Council Special Called Meeting. George Holt seconded the motion. The motion was approved unanimously (5/0).** (Attachment A)
3. **Consideration of a resolution to approve the City of Oxford's 2023 Comprehensive Plan Update** (Attachment B)

Mayor Eady explained that the 2023 Comprehensive Plan needs to be amended to include a reference to housing rehabilitation to the short-term work plan. Adding this item will allow the City to qualify for CHIP grants through the CDBG program.

**Erik Oliver made a motion to approve the City of Oxford's 2023 Comprehensive Plan update. Laura McCanless seconded the motion. The motion was approved unanimously (5/0).** (Attachment B)

**4. Adjourn**

**Erik Oliver made a motion to adjourn at 6:44 p.m. Laura McCanless seconded the motion. The motion was approved unanimously (5/0).**

Respectfully Submitted,

Marcia Brooks  
City Clerk/Treasurer



U.S. Small Business  
Administration

## U.S. SMALL BUSINESS ADMINISTRATION FACT SHEET - DISASTER LOANS

### **GEORGIA Declaration 17761 & 17762**

(Disaster: GA-00151)

**Incident: Severe Storms, Straight-line Winds, and Tornadoes**

occurring: January 12, 2023

in the Georgia counties of: **Butts, Henry, Jasper, Meriwether, Newton, Spalding, and Troup**; for economic injury only in the contiguous Georgia counties of: **Clayton, Coweta, DeKalb, Fayette, Harris, Heard, Jones, Lamar, Monroe, Morgan, Pike, Putnam, Rockdale, Talbot, Upson, and Walton**; and for economic injury only in the contiguous Alabama counties of: **Chambers and Randolph**

#### **Application Filing Deadlines:**

**Physical Damage:** March 17, 2023    **Economic Injury:** October 16, 2023

If you are located in a declared disaster area, you may be eligible for financial assistance from the U. S. Small Business Administration (SBA).

#### **What Types of Disaster Loans are Available?**

- **Business Physical Disaster Loans** – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- **Economic Injury Disaster Loans (EIDL)** – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- **Home Disaster Loans** – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

#### **What are the Credit Requirements?**

- **Credit History** – Applicants must have a credit history acceptable to SBA.
- **Repayment** – Applicants must show the ability to repay all loans.
- **Collateral** – Collateral is required for physical loss loans over \$25,000 and all EIDL loans over \$25,000. SBA takes real estate as collateral when it is available. SBA will not decline a loan for lack of collateral, but requires you to pledge what is available.

#### **What are the Interest Rates?**

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	2.313%	4.625%
Business Loans	3.305%	6.610%
Non-Profit Organizations	2.375%	2.375%

#### **Economic Injury Loans**

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	3.305%	N/A
Non-Profit Organizations	2.375%	N/A

#### **What are Loan Terms?**

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay.

**What are the Loan Amount Limits?**

- **Business Loans** – The law limits business loans to \$2,000,000 for the repair or replacement of real estate, inventories, machinery, equipment and all other physical losses. Subject to this maximum, loan amounts cannot exceed the verified uninsured disaster loss.
- **Economic Injury Disaster Loans (EIDL)** – The law limits EIDLs to \$2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. EIDL assistance is available only to entities and their owners who cannot provide for their own recovery from non-government sources, as determined by the U.S. Small Business Administration.
- **Business Loan Ceiling** – The \$2,000,000 statutory limit for business loans applies to the combination of physical, economic injury, mitigation and refinancing, and applies to all disaster loans to a business and its affiliates for each disaster. If a business is a major source of employment, SBA has the authority to waive the \$2,000,000 statutory limit.
- **Home Loans** – SBA regulations limit home loans to \$200,000 for the repair or replacement of real estate and \$40,000 to repair or replace personal property. Subject to these maximums, loan amounts cannot exceed the verified uninsured disaster loss.

**What Restrictions are there on Loan Eligibility?**

- **Uninsured Losses** – Only uninsured or otherwise uncompensated disaster losses are eligible. Any insurance proceeds which are required to be applied against outstanding mortgages are not available to fund disaster repairs and do not reduce loan eligibility. However, any insurance proceeds voluntarily applied to any outstanding mortgages do reduce loan eligibility.
- **Ineligible Property** – Secondary homes, personal pleasure boats, airplanes, recreational vehicles and similar property are not eligible, unless used for business purposes. Property such as antiques and collections are eligible only to the extent of their functional value. Amounts for landscaping, swimming pools, etc., are limited.
- **Noncompliance** – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain flood and/or hazard insurance on previous SBA loans.

**Note:** Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

**Is There Help with Funding Mitigation Improvements?**

If your loan application is approved, you may be eligible for additional funds to cover the cost of improvements that will protect your property against future damage. Examples of improvements include retaining walls, seawalls, sump pumps, etc. Mitigation loan money would be in addition to the amount of the approved loan, but may not exceed 20 percent of total amount of physical damage to real property, including leasehold improvements, and personal property as verified by SBA to a maximum of \$200,000 for home loans. It is not necessary for the description of improvements and cost estimates to be submitted with the application. SBA approval of the mitigating measures will be required before any loan increase.

**Is There Help Available for Refinancing?**

- SBA can refinance all or part of prior mortgages that are evidenced by a recorded lien, when the applicant (1) does not have credit available elsewhere, (2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property or 50% or more of the value of the structure), and (3) intends to repair the damage.
- **Businesses** – Business owners may be eligible for the refinancing of existing mortgages or liens on real estate, machinery and equipment, up to the amount of the loan for the repair or replacement of real estate, machinery, and equipment.
- **Homes** – Homeowners may be eligible for the refinancing of existing liens or mortgages on homes, up to the amount of the loan for real estate repair or replacement.

**What if I Decide to Relocate?**

You may use your SBA disaster loan to relocate. The amount of the relocation loan depends on whether you relocate voluntarily or involuntarily. If you are interested in relocation, an SBA representative can provide you with more details on your specific situation.

**Are There Insurance Requirements for Loans?**

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applicants may apply online, receive additional disaster assistance information and download applications at <https://disasterloanassistance.sba.gov/ela>. Applicants may also call SBA's Customer Service Center at (800) 659-2955 or email [disastercustomerservice@sba.gov](mailto:disastercustomerservice@sba.gov) for more information on SBA disaster assistance. If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. Completed applications should be mailed to U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.



## **Old Church Exterior Lead Abatement and Exterior Painting**

**Owner:**

**City of Oxford  
110 W Clark Street  
Oxford, GA 30054**

**December 6, 2022**

## TABLE OF CONTENTS

ITEM	PAGE NUMBER
Notice to Bidders	2
Instructions to Proposers	3 – 5
Non-Collusion Affidavit	6
Proposal	7 – 8
Agreement	10
General Conditions	11 – 19
Special General Conditions	20 – 21
Scope of Work	22
Site Photos	23 – 31

## NOTICE TO BIDDERS

The City of Oxford will receive sealed bids for the Old Church Exterior Lead Abatement and Exterior Painting, until **Noon, January 13, 2023** in the City Council Chamber at Oxford City Hall, 110 W Clark Street, Oxford, Georgia, 30054, at that time and place all bids will be publicly opened and read aloud. This work project includes exterior lead abatement and the exterior painting of Old Church, located at 1011 Wesley Street, Oxford, GA 30054.

The proposals must be delivered by the deadline to the **City Clerk's Office on the 1<sup>st</sup> Floor** of Oxford City Hall, (110 W Clark Street, Oxford, Georgia, 30054) and shall be marked **"Sealed Bid for Old Church Exterior Lead Abatement and Exterior Painting."** The bidder must submit three (3) copies of their proposal with one marked original.

A non-mandatory, pre-bid conference is scheduled for **11:00 AM on December 21, 2022** at the Old Church located at 1011 Wesley Street, Oxford, GA 30054. A site visit will be featured as part of the meeting. Any questions regarding bids and/or misunderstandings that may arise from this proposal should be submitted, via email and should be directed to Bill Andrew, City Manager, at [bandrew@oxfordgeorgia.org](mailto:bandrew@oxfordgeorgia.org), no later than **January 9, 2023 at 5:00 PM**.

The bid package for the **Old Church Exterior Lead Abatement Exterior Painting** is available on-line at no charge at **[www.oxfordgeorgia.org](http://www.oxfordgeorgia.org)**.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression.

Proposals will be considered only from experienced and well-equipped contractors. Prior to beginning construction, the successful bidder will provide a complete Agreement package and a certificate of insurance. The City reserves the right to reject any or all bids or to waive informalities in the bidding.

Bids may be held by the City for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the financial stability of the bidders and their demonstrated ability to perform satisfactorily, prior to awarding the contract.



## **INSTRUCTIONS TO PROPOSERS**

### **1. EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

- a) Proposers shall inform themselves of all conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, the obstacles which may be encountered, whether shown in the Contract Specifications or not, and all other relevant matters concerning the work to be performed. Please note: All vegetation which is deemed to be restrictive for this work will be removed by the City of Oxford prior the work commencing.
- b) A Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Contractor did not inform himself prior to proposing. The successful Contractor must employ, as far as possible, such methods and means in the carrying out of this work as will not cause any interruption or interference with any other Contractors.
- c) Proposers must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the proposal, and shall not, after submission of their proposal, dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.
- d) Before submitting a proposal, each Proposer shall carefully examine the complete Contract Documents, including but not limited to Instructions to Proposers, Non-Collusion Affidavit, General Conditions, Special Conditions, the Form of Agreement and Bonds (if any), Plans and Specifications and all Addenda thereto, all of which contain provisions applicable not only to the successful Proposer but also to any of your subcontractors.
- e) Each proposer is expected to base their proposal on materials and equipment complying fully with the Contract Specifications, and in the event you name or include in your proposal, materials or equipment which do not conform you will, if awarded a contract, be responsible for furnishing materials and equipment which fully conform at no change in his contract price.

Proposer hereby certifies that \_\_\_\_\_Louie Boncyk\_\_\_\_\_,  
(Name)

is a duly qualified representative of \_\_\_ Benise-Dowling \_\_\_\_\_,  
(Firm Name)

and inspected job location on \_\_\_\_\_January 5th 2023\_\_\_\_\_.  
(Fill in Date)

## **2. INTERPRETATION OF CONTRACT DOCUMENTS**

If any person contemplating submitting a proposal on this project is in doubt as to the true meaning of any part of the Contract Specifications or other Sections of the Contract Documents, you may submit to the Owner a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents including the Contract Specifications will be made only by addendum duly issued or delivered by the Owner to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents including the Contract Specifications.

## **3. APPROXIMATE QUANTITIES**

On all items on which proposals are to be received on a unit price basis the quantities stated in the Proposal will not be used in establishing final payment due the Contractor. The quantities stated on which unit prices are so invited, are approximate only, and each proposer shall make their own estimate from the Contract Specifications of the quantities required on each item and calculate your unit price proposal for each item accordingly. Proposals will be compared on the basis of number of units stated in the Proposing Schedule set forth in the Proposal. Payment on the contract on unit price items will be based on the actual number of units installed on the completed work. Lump Sum proposal items shall be supported by a Schedule of Values as established in the Contract Specifications.

## **4. SIGNING OF PROPOSALS**

If the proposer is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if proposer is a co-partnership, the true name of the firm shall be set forth together with the signatures of all the partners; and if proposer is an individual, his signature shall be inscribed. If signature is by agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the Owner prior to opening proposals or submitting proposals; otherwise, the proposal may be disregarded as irregular and unauthorized.

## **5. QUALIFICATION OF PROPOSERS**

It is the intention of the Owner to award a contract only to a proposer who furnishes satisfactory evidence that they have the requisite experience and ability and that he/she has sufficient capital, facilities and plant to enable them to prosecute the work successfully and promptly, and to complete the work within the time named in the Contract Documents.

To determine the degree of responsibility to be credited to a proposer, the Owner will weigh any evidence that the proposer or personnel guaranteed to be employed in responsible charge of the work has or has not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

## **6. DISQUALIFICATION OF PROPOSERS**

More than one proposal for the work described in this Document, to be included under a Contract, from an individual, firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any proposer is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such proposer is interested. If there are reasonable grounds for believing that collusion exists among the proposers, the proposals of the participants in such collusion will not be considered.

## **7. AGREEMENT, BONDS, INSURANCE**

The attention of proposers is specifically directed to the forms of agreement and bonds to be executed and types of insurance to be taken out in the event a contract award is made.

## **8. FAILURE TO EXECUTE AGREEMENT AND FILE REQUIRED BONDS AND INSURANCE**

Failure of a successful proposer to execute the agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful proposer to execute the agreement and file the required bonds and insurance within the required time, he shall forfeit his proposal security as agreed as liquidated damages, and the proposer, by filing a proposal, agrees to this proviso. Upon annulment of an award as aforesaid, the Owner may then award a contract to the next lowest responsible proposer.

## **9. PROPOSALS**

Proposals shall include the following forms properly executed by the Proposer:

1. Instructions to Proposers Form
2. Proposal for Construction
3. Non-Collusion Affidavit
4. Special General Conditions Form
5. E-Verify Forms

## NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Georgia.

County of Dekalb.

Louie Boncyk\_\_\_\_\_, being first duly sworn deposes and says that:

(1) He/She is \_\_\_Officer representative\_\_\_\_\_ of

\_\_\_\_\_Benise-Dowling\_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Oxford, Georgia or any person interested in the proposed Contract; and

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

Signed: Louie Boncyk

\_\_\_\_\_  
Director

(Title)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

## PROPOSAL

STATE OF GEORGIA,  
COUNTY OF NEWTON

PROPOSAL OF:

**\_Old Church Exterior Lead  
Abatement and Exterior Repaint\_**

TO THE CITY CLERK OF THE CITY OF OXFORD, GEORGIA:

The undersigned, as contractor, hereby submits this proposal for

### **Old Church Exterior Lead Abatement and Exterior Painting**

The contractor has made a personal examination of the site of the proposed work and proposes and agrees that if this proposal is accepted to provide the necessary labor, machinery, tools, apparatus, equipment and all things necessary to complete the work in the manner and within the time stipulated in the General Conditions and proposal, all of which documents contractor declares they have carefully examined and same are annexed to and made a part of this proposal, for the Lump Sum set out below, to wit:

#### ***1. Old Church Exterior Lead Abatement***

Total: \$ \_109,339.00\_\_\_\_\_

Total (written) \_One hundred and nine thousand, three hundred and thirty nine dollars.

#### ***2. Old Church Exterior Painting***

Total: \$ \_33,098.00\_\_\_\_\_

Total (written) \_Thirty three thousand and ninety eight dollars.\_\_\_\_\_

#### **UNIT PRICES NOT IN BASE BID:**

The undersigned bidder agrees to provide additional work, if added; or to delete specified work, if requested; at the unit prices listed below unless such prices have been equitably adjusted by the Owner as previously stated. The unit prices include charges for fees, layout, supervision (field and home office), general expense, taxes, insurance, labor burden, overhead and profit.

- 1. Epoxy and Sanding of areas judged by the Owner and agreed to by the Contractor to too rough and uneven for painting but not needed replacement**

**\$ \_7.00\_\_\_\_\_ / SF**

*LB* Addendum - Not to exceed \$4,500.00. If exceeded, change orders will be issued.

**2. Repair and Replace Wood Siding ½” Pine Wood Lap Siding/16’ Board and Dispose of Old Board**

*LB* Addendum - Not to exceed \$5,500.00. If exceeded, change orders will be issued. \$ 9.15 / LF

No contractor may withdraw his/her proposal within forty (40) days after the actual date of the opening of thereof. Proposals may be held by the City for a period not to exceed forty (40) days from the date of the opening of Proposals for the purpose of reviewing the Proposals and investigating the qualifications of the contractor prior to awarding the contract.

If awarded a Contract under the Proposal, the undersigned proposes to complete work within **sixty (60)** days of the notice to proceed.

If this proposal is accepted by the City of Oxford and the undersigned shall fail to execute a satisfactory Contract in the form of said proposed Contract and give satisfactory bonds and insurance as required by the City within ten days (Sunday excepted) from the date of notification of acceptance by the City, then the City may at its option determine that the undersigned abandoned the Contract and thereupon this proposal shall be null and void.

Contractor further declares that the full name and residence address of all persons and parties interested in the foregoing proposal as principals are as follows:

Louie Boncyk  
30 Longview Dr.  
Oxford GA. 30054

Signed, sealed and dated this 19th day of  
January, 2023.

By Louie Boncyk  
Director  
(Title)

## AGREEMENT

GEORGIA, NEWTON COUNTY

THIS AGREEMENT, made and entered into this 19th day of January, 2023, by and between the City of Oxford, Georgia, Party of the First Part, hereinafter referred to as the City, and Benise-Dowling & Associates, Inc.  
(Corporation, Partnership or Proprietorship) of the State of Georgia, Party of the Second Part, hereinafter called the Contractor.

### WITNESSETH:

That the Contractor has agreed and by these presents does agree with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out and complete in a good, firm, substantial and workmanlike manner the work in strict conformity with the specifications for:

### **Oxford Old Church Exterior Lead Abatement and Painting**

which together with the Proposal, Instructions to Proposers, Non-Collusion Affidavit, General Conditions, Special General Conditions, and E-Verify Forms, and **Project Plans** and Specifications are incorporated in and made a part of this Contract by reference. [Project photos in leu of project plans](#)

The Contractor shall commence work under this Contract as soon as possible after the award and must complete work no later than **60 (sixty)** days after the Notice to Proceed. [Each day of incremental weather will add to the completion date.](#)

If said work is not completed within the time stated above, the Contractor shall be liable and hereby agrees to pay the City as liquidated damages and not as a penalty the sum of **\$100** dollars per calendar day for each and every day or part of a day thereafter that said work remains incomplete.

As full payment for the faithful performance of this Contract, the City shall pay said Contractor for the actual quantities of work done at the price set forth in the proposal.

Payments shall be made as follows: Upon the presentation of a Final Invoice for Payment within thirty days after the work is fully completed and accepted by the City of Oxford, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall submit satisfactory proof to the City that all just claims for labor, material, skill, tools, and equipment incident to said work have been fully paid by said Contractor, and that said Contractor has settled and satisfied every lawful claim for damages against the Contractor incident to said work.

Within ten calendar days from the date of this Contract, the Contractor as principal shall provide the required Certificate of Insurance as outlined in the General Conditions for the amounts and terms as specified therein.

This Contract, executed in triplicate, constitutes the full agreement between the parties, and no part of this Contract shall be sublet by the Contractor without written approval of the City.

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon the day and year first above written.

CITY OF OXFORD, GEORGIA  
(Party of the First Part)

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

ATTEST:

\_\_\_\_\_  
Clerk

Benise-Dowling & Associates, Inc.  
Contractor  
(Party of the Second Part)

By: Louie Boncyk

Title: Director



## **GENERAL CONDITIONS**

1. HOLD HARMLESS AGREEMENT, INTERMEDIATE FORM
2. CONTRACTOR'S WARRANTY AND BOND
3. CONTRACTOR'S INSURANCE
4. NONDISCRIMINATION IN EMPLOYMENT
5. DEFINITIONS
6. SAFETY
7. LAWS TO BE OBSERVED
8. PROVISIONS OF LAW
9. SUBCONTRACTORS
10. LICENSES, PERMITS, AND REGULATIONS
11. TAXES
12. PROGRESS ESTIMATES AND PAYMENTS
13. CHANGE IN WORK, ALTERATIONS, OMISSIONS & EXTRA WORK
14. E-VERIFY AND SAVE REQUIREMENTS

## 1. HOLD HARMLESS AGREEMENT, INTERMEDIATE FORM

The Contractor agrees to indemnify and save harmless the Owner and all of its officers, partners, agents and employees from and against all loss or expense (including court costs and attorney's fees) by reason of liability imposed by law upon Owner for damages because of bodily injury, including death at any time, resulting therefrom sustained by any person or persons or on account of damage to or destruction of property, real or personal, including loss of use thereof, arising out of or in consequence of performance of this work, whether such injuries to property are due or claimed to be due to the negligence of the Contractor, his Sub-Contractors, the Owner, its officers, Partners, agents and employees except only such injury, death or damage as shall have been occasioned by the sole negligence of the Owner.

## 2. CONTRACTOR'S WARRANTY

Contractor warrants to the Owner that, for a period of one (1) year from the date of substantial completion, the work performed under this Contract will conform to the requirements of the Contract Drawings and Specifications and will be free from defects. If at any time prior to substantial completion or within one (1) year after substantial completion, Owner discovers that the work does not conform to the requirements of the Contract Drawings and Specifications or is not free from defects, Contractor shall promptly correct such work within a reasonable time of receiving written notice from the Owner. If the work is not corrected by Contractor within a reasonable time of receiving written notice from the Owner, Owner may undertake to correct the work. Owner's undertaking of such corrective work shall not limit in any way Owner's rights of recourse against Contractor or Owner's rights of recourse against Contractor's surety under the Faithful Performance Bond.

## 3. CONTRACTOR'S INSURANCE

The Contractor shall, at the time of execution of this Contract, file with the Owner the certificate of insurance as contained in the Agreement, which shall cover all of the Contractor's insurance as required herein including evidence of payment of premiums thereon, and the policy or policies of insurance covering said Owner, the Engineer and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the Owner and shall bear an endorsement precluding the cancellation or reduction in coverage without giving the Owner at least fifteen (15) days prior notice thereof in writing. All policies shall be written by insurers licensed to do business in the State of Georgia and acceptable to the Owner, with a current A.M. Best rating of no less than A-:VII. All coverages indicated on the certificate of insurance shall be included in the Comprehensive General Liability and Automobile Liability insurance policies unless they are not applicable due to the nature of the work under this Contract Document. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

On all required coverages, the Contractor shall secure from all subcontractors' certificates of insurance as evidence that each subcontractor carries insurance to provide coverage under this Contract up to the same minimum limits required of the Contractor in this Agreement. The Contractor shall submit copies

of its subcontractors' insurance certificates to the Owner as evidence of such insurance coverage. The Contractor acknowledges and agrees that each subcontractor performing work for this Contract will meet these minimum insurance requirements and that any costs or uninsured events arising from or involving a subcontractor working on behalf of the Contractor for this Contract is the sole responsibility of the Contractor. The Contractor agrees to indemnify said Owner for any costs, expenses or damages that may arise from any subcontractor having insufficient insurance coverage.

(a) Public Liability and Property Damage Insurance – The Contractor shall take out, pay for, and maintain until completion and acceptance of the work required by this Contract, public liability and property damage insurance as shall protect the Contractor and the said Owner from all claims for bodily injury and property damage which may arise because of the nature of the work or from operations under this Contract.

The Contractor is not required to have its subcontractors named as co-insureds in the Contractor's policy of public liability and property damage; but the policy shall protect the Contractor and the Owner from contingent liability which may arise from operations of subcontractors.

Each of said policies of insurance shall provide coverage in the following minimum amounts: Commercial general liability insurance with a minimum combined bodily injury and property damage limit of One Million Dollars (\$1,000,000) per occurrence, a personal and advertising injury limit of One Million Dollars (\$1,000,000), a products-completed operations aggregate limit of Two Million Dollars (2,000,000) and a general aggregate limit of Two Million Dollars (\$2,000,000) per location.

\$1,000,000	Each Occurrence Limit
\$1,000,000	Personal and Advertising Injury Limit
\$2,000,000	Products/Completed Operations Aggregate
\$2,000,000	General Aggregate

(b) Comprehensive Automobile Liability - The Contractor shall also take out, pay for, and maintain until completion and acceptance of the work required by this Contract, automobile public liability and property damage insurance as shall protect the Contractor and said Owner from claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in various operations under this Contract.

The policy or policies of automobile insurance shall provide coverage in the following minimum amounts: Automobile liability insurance covering owned, hired and non-owned vehicles, with separate coverage in an amount not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.

\$1,000,000	Bodily Injury or death to any one person
\$1,000,000	Bodily Injury, each occurrence
\$1,000,000	Property Damage, each occurrence

- (c) Umbrella Policy- The Contractor shall have an umbrella policy over General Liability, Automobile Liability, Workers' Compensation/Employers' Liability and any such policies that the umbrella can be placed over that involves insurance that is applicable to the work under this contract or at least applicable to the minimum required insurance under this contract. The policy shall be placed in the amount of One Million Dollars (\$1,000,000) or an amount equal to that to be paid for the work being performed under this agreement, whichever is greater.
- (d) Workers' Compensation Insurance - Before beginning the work, the Contractor shall furnish to the Owner satisfactory proof that it has taken out, for the period covered by the work under this Contract, Statutory Workers' Compensation and Employers' Liability Insurance. Such insurance shall be maintained in full force and effect during the period covered by this Contract.
- (e) Notification of Insurance Companies - The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of this Contract, and insurance companies shall waive the right of special notification or any change or of decreased or increased work, or of cancellation of the Contract or of any other act or acts by the Owner or its authorized employees and agents, under the terms of this Contract and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.
- (f) Indemnification - The Contractor shall indemnify and save harmless the Owner and all of their officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons or property resulting from the operations of the Contractor or any of its subcontractors, in prosecuting the work under this Contract.
- (g) Additional Insured-The Contractor shall name the Owner as an additional insured and shall provide Owner with proof thereof with the certificate of insurance and copy of endorsement that meets the additional insured requirement or specifically lists owner as additional insured for said contract in the policy for said work by Contractor on behalf of this Contract.
- (h) Subrogation Waiver-The Contractor waives all rights of subrogation against the Owner. Written evidence that each respective insurer acknowledges and agrees to such waivers of subrogation rights shall be submitted to Owner prior to commencement of the project (at minimum, a certificate of insurance, followed by a copy of an endorsement or policy language evidencing the insurer's acknowledgement of and agreement to such waiver). In the event such requirement is not met and/or any subrogation proceeding is commenced by or on behalf of the Contractor or its insurers, the Contractor shall fully indemnify and save harmless the Owner for all costs, expenses and damages resulting therefrom, and shall take action necessary to stop any subrogation proceedings by the Contractor's insurers.

#### 4. NONDISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### 5. DEFINITIONS

(a) "Owner" shall mean the City of Oxford, Georgia.

(b) "Substantial Completion" shall mean the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use.

#### 6. SAFETY

In accordance with generally accepted construction practice, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The duty of the Owner to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

#### 7. LAWS TO BE OBSERVED

The Contractor shall keep himself fully informed of all existing and future Federal, State, County, and municipal laws, ordinances and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or the conduct of the work or the rights, duties, powers or obligations of the Owner or of the Contractor or which otherwise affect the Contract, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents, sub-contractors and employees to observe and comply with, all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner and all of their officers, agents and employees, against any claim, loss or liability arising or resulting from or based upon the violation of any such laws, ordinance, regulation, order or decree, whether by himself or by his agents, sub-contractors or employees. If any discrepancy

or inconsistency is discovered in the plans, Contract Drawings, Contract Specifications or other Contract Documents for the work in relation to such laws, ordinance, regulation, orders or decree, the Contractor shall forthwith report the same to the Owner.

## 8. PROVISIONS OF LAW

It is specifically provided that this Contract is subject to all applicable laws and that the rules of law shall prevail over any provision contained in any of the Contract Documents which may be in conflict thereto or inconsistent therewith.

## 9. SUBCONTRACTORS

The Contractor shall notify the Owner in writing of the names of all Subcontractors he proposes to employ on the Contract and shall not employ any Subcontractors until the Owner's approval in writing covering such Subcontractors has been obtained.

The Contractor agrees to be fully and directly responsible to the Owner for all acts and omissions of his Subcontractors and of any other person employed directly or indirectly by the Contractor or Subcontractors, and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner. It shall be further understood that the Owner will have no direct relations with any Subcontractor. Any such necessary relations between Owner and Subcontractor shall be handled by the Contractor.

The Contractor agrees to bind every Subcontractor (and every Subcontractor of a Subcontractor, etc.) by all terms of the Contract Documents as far as applicable to the Subcontractors work unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

Should any Subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Owner.

## 10. LICENSES, PERMITS, AND REGULATIONS

The Contractor shall secure all Federal, State and Local licenses required by law. Contractor shall obtain and pay for all necessary permits. Contractor shall give all notices and comply with all laws, ordinances and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings or Contract Specifications are at variance therewith, they shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

## 11. TAXES

Contractor shall, without additional expense to the Owner, pay all applicable Federal, State and local sales and other taxes, except taxes and assessments on the real property comprising the site of the project.

## 12. PROGRESS ESTIMATES AND PAYMENTS

No payments under this Contract will be made except upon the presentation of Periodical Estimate for Partial Payment prepared by the Contractor on forms, supplied by Owner, and approved in writing by the City Superintendent which shall show that the work covered by the payments has been done and the payments therefore are due in accordance with this Contract. Such Payment Forms shall be submitted to the City Superintendent on the 25th day of a calendar month to permit checking before the end of the calendar month.

Upon presentation of certified copies of purchase bills and freight bills the Owner will, unless specifically stated otherwise in the General Conditions of Contract, include in such monthly estimates payments for materials that will eventually be incorporated in the project, providing that such material is suitably stored on the site of the project, at the time of submission of the estimate for payment. At the time the next following monthly estimate is submitted, certified copies of receipted purchase and freight bills for the stored materials included in the previous monthly payment estimate shall be submitted. If the Contractor fails to submit proof of payment with the next monthly payment estimate, those items of stored materials for which no proof of payment has been submitted will be deleted from the current payment estimate. Such materials when so paid for by the Owner will become the property of the Owner and in case of default on the part of the Contractor the Owner may use or cause to be used by others these materials in construction of the project. However, the Contractor shall be responsible for safeguarding such materials against loss or damage of any nature whatsoever, and in case of any loss or damage the Contractor shall replace such lost or damaged materials at no cost to the Owner.

Except as otherwise provided in the immediately preceding paragraph, the first estimate shall be of the value of the work done and of materials proposed and suitable for permanent incorporation in the work, delivered and suitably and safely stored at the site of the work since the Contractor shall have begun the performance of this contract, and every subsequent estimate, except the final estimate, shall be of the value of the work done and materials delivered and suitably stored at the site of the work since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this Contract, the Owner shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages (if any) to the date of said estimate, until such time as the compliance with the program has been restored; and provided, also that materials delivered to the site for which payment is included in the estimate shall not be removed from the site of the work prior to its completion without the written consent of the Owner.

The estimates shall be signed by the City Superintendent and approved by the Owner, and after such approval the Owner, subject to the foregoing provisions, will pay or cause to be paid to the Contractor, in the manner provided by law, the estimated value of the work performed and of the value of the materials furnished and delivered and unused and suitably and safely stored at the site of the work, such

materials to be those which are proposed and suitable for permanent incorporation in the work, less retainage of ten percent (10%).

When fifty percent (50%) of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the Owner, then the Owner shall withhold no more retainage. At the discretion of the Owner and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

If, after discontinuing the retention, the City Superintendent determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the Owner, the contractor and subcontractors shall be entitled to resume withholding retainage accordingly.

At Substantial Completion of the work or such other standard of completion as may be provided in the contract documents and as the City Superintendent determines the work to be reasonably satisfactory, the Owner shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the Engineer shall be withheld until such item or items are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

### 13. CHANGE IN WORK, ALTERATIONS, OMISSIONS & EXTRA WORK

Owner reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Owner, and, also, to make such alternations or deviations, additions to, or omissions from the work or the Specifications, as may be determined during progress of the work to be necessary or advisable for the proper completion thereof. Upon written order of the Owner, the Contractor shall proceed with the work as increased, decreased or altered.

The City Superintendent is authorized to order, on behalf of the Owner, minor changes in the work which do not involve extra cost to Owner and which do not change the character of the work; they are not authorized to order any other changes, alterations, omissions, additions, or extra work, unless the same are approved in a Contract Supplement properly authorized in writing by the governing unit of the Owner. No claim of Contractor for extra compensation because of any change, alteration, omission, addition or extra work will be paid or be payable unless a written order for such charge, alteration, omission, addition or extra work, is signed by the authorized representative of the Owner.

When any changes decrease the amount of work to be done, such changes shall not constitute a basis or reason for any claim by Contractor for extra compensation or damages on account of any anticipated profits which he thereby loses on the omitted work; and Contractor shall not be entitled to any compensation or damages therefor.



#### 14. E-VERIFY AND SAVE REQUIREMENTS

The Contractor shall comply with O.C.G.A. sec. 13-10-91(b)(1) and Georgia D.O.L. Rule 300-10-1-.02. The Contractor and any subcontractors shall provide evidence of compliance by executing the Contractor Affidavit and Agreement included in the Request for Proposal.

## SPECIAL GENERAL CONDITIONS

**A. USE OF EQUIVALENT MATERIALS, PRODUCTS AND EQUIPMENT.**

The materials, products and equipment described in the Plans and Specifications establish a standard of required function, dimension, appearance and quality to be met by any proposed equivalent. Proposer shall provide manufacturer's specifications and system description, product data and installation instructions, and warranty, as applicable.

**B. BIDDER MUST CHECK APPLICABLE BLANK BELOW:**

Proposer affirms it meets exactly the project specifications:

YES \_\_\_\_\_ X \_\_\_\_\_ NO \_\_\_\_\_

**C. DEVIATION FROM PROJECT SPECIFICATIONS MUST BE COMPLETELY EXPLAINED BY THE PROPOSER.** The Owner reserves an absolute right to approve or reject any proposed equivalent materials, products and equipment and may reject any bid which does not exactly meet the Project Specifications.

Proposer will explain exact particulars where the proposal does not meet the Project Specifications if "NO" is checked above. Use additional sheets and provide drawings, performance and test data as necessary.

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**D. DELIVERY/COMPLETION.** The work must be completed no later than sixty (60) days from the date of the notice to proceed. Proposer shall provide firm dates of work based on a notice to proceed within the stipulated City bid review period:

Start date: May 1st 2023 due to a wedding at site

Finish date: June 30th 2023

**E. EXPERIENCE.** Proposer shall submit a list of at least three (3) projects within the State of Georgia, of similar size and scope. List shall include project name, location, contact person, telephone number, contract amount and completion date. Contractor shall use an adequate number of workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specific requirements and methods need for proper performance of this work.

- F. WARRANTY AND/OR GUARANTY.** All installation shall be under warranty, including all materials and labor, for a period of twelve (12) months against defects, defective materials and/or workmanship, such period to start upon final acceptance of work by the City of Oxford, as required by the General Conditions. [Price includes a final walk through, with the Owner, prior to warranty expiring to ensure all corrective work will be completed as part of this contract.](#)
- G. SILENCE OF SPECIFICATIONS.** The apparent silence of these specifications and any supplemental specifications as to any detail or omission from these specifications of a detailed description concerning any point shall be regarded as meaning only that the best commercial practices are to prevail and that only materials of first quality and correct size, type and design are to be used. All interpretations of the specifications shall be made upon the basis of this statement with the City's interpretation to prevail.
- H. PRE-CONSTRUCTION MEETING.** Prior to the City issuing a Notice to Proceed for the commencement of work the Contractor and any designated subcontractor(s) shall attend a preconstruction meeting with representatives of the City. The purpose of this meeting will be to establish the goals and objectives and proposed schedule for the performance of the work. The City will notify the Contractor of the date and time for this meeting once an award of contract has been made by the City Commission.
- I. HOURS OF OPERATION.** The hours of operation available to the Contractor to perform the construction for this project are from 7:00 AM to 6:00 PM, Mondays through Fridays and from 9:00 AM to 5:00 PM on Saturdays and Sundays.
- J. ACCESS, SECURITY AND DISPOSAL OF REFUSE.**
- Contractor shall arrange access to site with Owner.
  - Contractor shall maintain a clean, safe site and shall be responsible for security and protection of site during construction.
  - Contractor shall remove and properly dispose of all refuse and materials generated through demolition and construction, and leave site in a clean condition at end of construction.
- K. ON-SITE SUPERINTENDENT.** Contractor shall employ an experienced superintendent to supervise construction operations and oversee safety at the site. The superintendent shall be an employee of the Contractor and shall be present to supervise all operations by sub-contractors at the site and to receive instructions and other communications from the Owner's representatives at the site. Contractor shall provide the name and resume of its superintendent with its bid. [In addition to on-site superintendent, our Operations Manager will oversee this project as he lives on Emory St.](#)

## **Scope of Work Old Church Exterior Lead Paint Abatement and Exterior Painting**

1. Appropriate plastic sheeting and other containment measures complying with all state and federal requirements will be taken to ensure lead paint does not contaminate the soil around the building.
2. Loose paint will be removed by hand scraping and will be disposed of in a manner that is in compliance with all state and federal requirements. A disposal manifest will be required.  
[All layers of paint will be removed, not just loose paint, per Bill Andrew, City Manager's instructions.](#)
3. Repair or replace all deteriorated or damaged exterior wood and metal items and surfaces. Building components to be repaired or replaced include, but is not limited to, rotten or damaged exterior wood items (dimensional lumber, hardboard, millwork, trim, etc.), glass & glazing, gutters, down spouts. All repairs shall be primed on all sides before painting. Repairs shall match existing wood. [Glass and Glazing replacement is not included based on condition. Gutters and Downspouts are not applicable.](#)
4. Acceptable siding lumber shall be: Select yellow pine, no knots.
5. Contractor shall prep all areas before painting.
  - a. Pressure wash exterior with pH neutral detergents. [Due to lead protocol, hand washing will replace pressure washing.](#)
  - [All lead paint](#) b. Scrape away any loose paint as per lead abatement.
  - c. Repair any significant surface flaws with sanding and/or a two-part epoxy-based filling system repair compound rated for exterior use. Body filler/bondo is not permitted. Apply two coats primer. Sand the surface when dry.
  - d. Remove old caulk. Re-caulk around door trim, windowsills and other areas that need to be sealed with a paintable exterior caulk.
  - e. Prime front and back of bare wood and any area where repairs have been made.
    - i. Use mold resistant primer. (Apply a minimum of two coats).
  - f. Use drop cloths to protect shrubs and lawns. Gently tie up and cover shrubs.
6. All surface repairs and prep shall be inspected by Public Works Superintendent before priming and painting.
7. The Contractor shall protect adjacent surfaces from paint smears, splatters and overspray. Cover and/or remove hardware, furniture and fixtures not being painted; uncover and/or reinstall upon completion.
8. Contractor shall use Sherwin Williams SuperPaint Exterior Acrylic Latex. The color for the siding shall be white and chosen by the owner once bid is awarded.
9. The concrete foundation is not to be scraped but will be painted green to match the current color. Likewise, the concrete stairs shall be painted gray.
10. The back stairs shall be stained with a color chosen by the Owner.

## SITE PHOTOS

These photos are not mean to be an exhaustive presentation on the condition of the building. You are encouraged to attend the non-mandatory, pre-bid conference is scheduled for **11:00 AM on December 21, 2022** at the Old Church located at 1011 Wesley Street, Oxford, GA 30054. You are required to visit the site in order to submit a bid (see page 3).



The Old Church is located at 1011 Wesley Street, Oxford, GA 30054.

Built in 1841, Old Church was the first Chapel of Emory University.





**East  
Front  
View**



**North Nave and  
Transept Side  
View**





**North Nave View**



**North Transept View**



**West Transept View – Tree will be removed as necessary by City Staff**





**West Rear Side View**



**West Rear and South Transept View – Tree will be removed as necessary by City Staff**





**South Transept View –  
Foliage will be  
trimmed as necessary  
by City Staff**





**South Nave View**



**North Transept Detail from the East Side**



**South Nave View**



**Bell Tower Detail**



## MEMORANDUM OF AGREEMENT

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, and between the **CITY OF OXFORD**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as “the City”) and the **OXFORD HISTORICAL CEMETERY FOUNDATION, INC.**, a U.S. Internal Revenue Code (501)(C)(3) organization incorporated in the State of Georgia (hereinafter referred to as “the Foundation”).

Therefore, the parties agree as follows:

That Oxford’s City Cemetery, often referred to as Oxford Historical Cemetery (hereinafter “the Cemetery”), was created by the City and is owned by the City along with individuals owning certain lots or burial rights located therein.

That the Foundation’s object and efforts have been and continue to be, “to discover, procure, and preserve whatever may relate to the natural, civic, literary, and ecclesiastical history of the Oxford Cemetery in general and to the maintenance, care and preservation thereof.”

That both parties enter into this agreement for the purpose of the administration of the Cemetery to best serve the citizens of the City, the persons owning plots or burial rights therein, and the beautification preservation of the Cemetery itself.

The parties hereto agree as follows:

1. The term of this Agreement will be for an initial period of five (5) years. At the end of the initial period, the City and Foundation may, by mutual agreement, execute a new instrument extending the terms of this Agreement.
2. That the City has the responsibility to ensure that the Cemetery is adequately maintained; and the City specifically sets forth that it is the City’s intent and purpose to ensure the perpetual care of all plots and property located within the boundaries of the Cemetery.
3. It is the City’s desire to contract with the Foundation for the purpose of providing the maintenance and care of the Cemetery; however, it is understood and is agreed between the parties hereto, that the City shall be responsible for the upkeep of the streets and paved paths throughout the Cemetery and for major improvements. The City shall also be responsible for the removal of trees and bushes fifteen (15) feet tall or taller.

4. That it is the express purpose of this Agreement, by both parties, to provide perpetual care to all plots in the Cemetery.
5. That the Foundation agrees, according to the terms set out hereafter, to direct, manage, maintain, and keep said Cemetery in a good state of upkeep, showing no favoritism toward any one section, location, or portion of said Cemetery, and in doing so, the Foundation agrees to take such action and measures as to maintain the Cemetery as per this Agreement. Actions of the Foundation shall include but are not necessarily limited to: mowing, trimming, and blowing as necessary; removing old flower arrangements; applying fire ant poison; and cutting trees under fifteen (15) feet tall and bushes as needed. At any time, if the City feels that the Cemetery is not being properly maintained, the City shall notify the Foundation in writing of such concerns in accordance with Section 9 of this Agreement.
6. That the City shall be responsible for the sale of burial rights in the Cemetery under the terms and conditions of Chapter 10 of the Municipal Code of the City of Oxford . The City shall maintain accurate records showing the location in the Cemetery of plots for which burial rights are sold, designating the length and width of said plots and the number of grave sites located within each plot. The City will notify the Foundation of such sales and will provide the Foundation with records relating to the sales thereof on an annual basis, or more often at the Foundation's request.
7. That as payment thereof it is agreed that the City shall pay the Foundation two-thirds of such amounts collected by the City for burial rights in each gravesite for the maintenance as set forth above upon execution of the deeds for such purchases. It is anticipated by both parties that the sums of the Foundation's portion of sales plus the earnings from the Foundation's current assets and future anticipated funds from gifts, donations, grants, and burial rights sales will eventually produce sufficient earnings to pay the then current and future annual maintenance obligations. If the Foundation's annual income should not be sufficient to pay the maintenance cost of the Cemetery, the City shall make a direct contribution for maintenance to the Foundation based on a request from the Foundation to the City as part of the City's annual budget process. The proceeds of these payments shall be added to the Foundation's operations account upon receipt for maintenance obligations.
8. That in addition to the terms above, the Foundation agrees to maintain records relating to its operations in the performance of this Agreement in a business-like manner, suitable for auditing. The City or its duly authorized representative shall, at the City's expense, have the right, at reasonable times, to examine or audit the records of the Foundation relating to the performance of

this Agreement, including records relating to income and expenditures and to make and preserve copies thereof.

9. The parties agree to use their best efforts to resolve any dispute as to the interpretation or application of this Agreement. Any dispute must be reported in writing by one party to the other within ninety (90) days after the complaining party becomes aware of facts giving rise to the dispute. The parties shall have sixty (60) days to resolve the dispute. Any dispute left unresolved after this period shall be decided by a panel of three (3) persons, one appointed by the City, one by the Foundation, and one by the two representatives. If the panel cannot resolve the dispute, the Chief Judge of Newton County shall appoint the third part panel member. The panel shall receive written submissions from the parties within thirty (30) days after the panel is selected, and shall render its decision, without opinion, within thirty (30) days after submission of such written material. Each party shall bear its own costs.
10. The City and Foundation shall not discriminate based on race, color, religion, sex, sexual orientation, or national origin in the performance of this agreement. In addition, neither party shall discriminate on any basis in the selections of persons dealing with the administration and maintenance of the Cemetery nor the appointment of members to any committee, board, director, or trustee.
11. No officer or member of the Foundation, nor the City, shall serve in the future hereafter with compensation for Cemetery work or business unless agreed to by both parties. It is understood that City employees will receive no compensation beyond their City salaries for any work related to the Cemetery.
12. This Agreement shall supersede all prior agreements or understandings of the parties and will be effective when signed by an authorized representative of the Foundation and by the Mayor of the City. Unless such execution occurs, the provisions of this memorandum are not binding.

SIGNED, SEALED, AND DELIVERED, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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David S. Eady, Mayor  
City of Oxford

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Anderson Wright, President  
Oxford Historical Cemetery Foundation, Inc.

**City of Oxford**  
**Invoices >=\$1,000**  
**Paid February 2023**

VENDOR	DESCRIPTION	AMOUNT
<b>RECURRING CHARGES</b>		
City of Oxford Utilities	December 2022-January 2023 services	1,395.68
City of Covington	2023 Dispatch Service Fees	14,510.05
City of Covington	Gas charges – January 2023 – 1223 Emory Street	1,026.17
Newton County Board of Commissioners	Water Purchased for Resale – January 2023; Invoice #3058	17,015.00
Newton County Board of Commissioners	Landfill Fees, January, 2023 (note: fees were about twice the normal amount due to the 1/12/2023 tornado/straight-line wind event)	2,060.91
Newton County Water & Sewerage Authority	Sewer Treatment Fees, 12/16/2022-1/30/2023	6,872.79
Georgia Municipal Association	GMEBS Retirement, February 2023, invoice #435932	5,780.92
Georgia Municipal Association	GIRMA - Deductible for claim on police department vehicle	1,000.00
Municipal Electric Authority of Georgia (MEAG)	Monthly Electric Purchases for February 2023	92,247.15
Electric Cities of Georgia	Consulting and planning services for February 2023	5,588.00
Southeastern Power Administration (SPA)	SEPA Energy Cost – January 2023 – invoice #B-23-0911	2,984.44
IRS	Federal Payroll Taxes, February 2023	13,895.80
AT&T	Phone services, City Hall – January 13, 2023 – February 12, 2023	1,834.15
VC3, Inc.	IT monthly services, January 2023, invoice #99119	2,716.82
Courtware Solutions	Licensing, support and maintenance for Municipal Court case management – January 2023	1,200.00
Latham Home Sanitation	Residential and Commercial Waste Removal Services January 2023	7,372.89

VENDOR	DESCRIPTION	AMOUNT
<b>PURCHASES/CONTRACT LABOR</b>		
McNair McLemore Middlebrooks & Co.	Assistance with FY 2022 audit and preparation of W-2s – invoice #111947	2,112.50
Bureau Veritas	Building Inspections – August, November, December 2021, February 2022; Code Enforcement – September, November, December 2021, January 2022; Data collection – 8/17/2022	3,450.38
Carter & Sloop	CDBG 2019 Project – Oxford Road Water Line – engineering design and permitting (paid from City funds – charged to match)	71,509.50
F.A.S.T.	Replacement of main panel in fire detection system at City Hall – invoice #4951	2,840.00
Altec Industries	Kelly bar for line truck, P. O. 14894	1,051.32
Rehrig Pacific Company	148 Recycle bins – P. O. 14889	2,920.00
Over and Under General Contractors, Inc.	Emergency Outage repair – 1/12/2023 – Invoice #15463 (tornado/straight-line winds event)	1,882.60
Oxford Historical Cemetery Foundation	Budgeted allocation from City of Oxford for FY 2023 – 5,000 Proceeds from sale of burial rights for 2 spaces – 1,000	6,000.00
Jordan Engineering	Planning for Coke Street Trail – invoice #17735	1,440.00
Anderson Grading & Pipeline	Water tap installation at 50 Cook Road, P.O. 14909	1,500.00
Howard Technologies	Docking cradles for computers in police department – P. O. 14162	3,380.00
D&C Collision	Repairs to wrecked police car – invoice #3405	1,065.20
Howard Brothers	Purchase of Leaf Vacuum (approved by City Council at 10/3/2022 regular session)	69,979.00
Atkins	Task order for work on Dried Indian Creek Trail project	12,032.32
Scarborough Tree, Inc.	Cleanup of damaged trees and removal of tree debris from 1/12/2023 tornado/straight-line winds event	2,700.00
Angel Creek Nursery	Trees for Arbor Day giveaway (to be reimbursed through a Georgia Forestry Commission grant)	1,680.00