

SECTION 004143 – BID PROPOSAL FORM



BID PRICING FORM

**RFQ 22-033
CREATWOOD TRAIL AREA WATERLINE REPLACEMENT**

COMPANY: Ardito Construction Company Inc.

ADDRESS: P.O. Box 758, Smyrna, GA 30081

CONTACT: Chuck Ardito PHONE (678)618-0240

EMAIL: chuck.ardito@arditoconstruction.com

BID:

Pursuant to and in compliance with the Advertisement for Bids and the Specifications relating here unto:

PROJECT NAME: Creatwood Trail Area Waterline Replacement

BID NUMBER: RFQ 22-033

including Addenda (list addenda, if any)

<u>Addenda Number</u>	<u>Date</u>
N/A	

the undersigned, having become thoroughly familiar with terms and conditions of the specifications and with local conditions affecting the performance, progress and cost of the work that is to be completed, hereby proposes and agrees to fully perform the work within the 210 calendar days timeframe stated and in accordance with the specifications including furnishing any or all services, labor, materials, and equipment authorized by the City and to do all the work required to complete said work in accordance with the specifications for the following unit prices:

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BASE BID:

No.	Description	Quantity	Units	Unit Price	Total Price
Construction Items					
1	Mobilization	1	LS	\$ 15,015.00	\$ 15,015.00
2	Grading Complete (GaDOT Section 210)	1	LS	\$ 57,472.68	\$ 57,472.68
3	Traffic Control	1	LS	\$ 15,000.52	\$ 15,000.52
4	Record Survey	1	LS	\$ 100.00	\$ 100.00
5	6" PVC (C900, 4-ft. Std. Bury) - Installation Only	6,500	LF	\$ 26.00	\$ 169,000.00
6	8" PVC (C900, 4-ft. Std. Bury) – Installation Only	4,800	LF	\$ 28.00	\$ 134,400.00
7	Fire Hydrant Assembly - Installation Only	15	Ea	\$ 450.00	\$ 6,750.00
8	Cap, Remove & Store Existing Fire Hydrant	14	Ea	\$ 450.00	\$ 6,300.00
9	Connect to Exist. 2" Waterline	1	Ea	\$ 1,000.00	\$ 1,000.00
10	Connect to Exist. 6" Waterline	1	Ea	\$ 1,000.00	\$ 1,000.00
11	Connect to Exist. 8" Waterline	8	Ea	\$ 1,000.00	\$ 8,000.00
12	6" Gate Valve & Box - Installation Only	24	Ea	\$ 100.00	\$ 2,400.00
13	8" Gate Valve & Box - Installation Only	24	Ea	\$ 100.00	\$ 2,400.00
14	Concrete Valve Marker	48	Ea	\$ 100.00	\$ 4,800.00
15	Thrust Blocking	11	CY	\$ 400.00	\$ 4,400.00
16	Misc. Iron Fittings – Installation Only	7,000	Lbs	\$ 2.00	\$ 14,000.00
17	1" or 2" Service Tap (8" or 6" main) – Installation Only (Includes Tapping Saddle, Corp. Cock & Curb Stop)	199	Ea	\$ 175.00	\$ 34,825.00
18	1" or 2" Service Line – Installation Only (Copper and PVC casing)	4,900	LF	\$ 20.15	\$ 98,735.00
19	1" or 2" Cap – Installation Only	199	Ea	\$ 10.00	\$ 1,990.00
20	Connect to Service Meter	199	Ea	\$ 10.00	\$ 1,990.00
21	Remove and Replace Asphalt Pavement	1,700	SY	\$ 46.12	\$ 78,404.00

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(10" GAB, 4" base, 1.5" topping)

22	Remove and Replace Asphalt Driveway (2.5" topping)	440	SY	\$	46.12	\$	20,292.80
23	Remove & Replace Curb and Gutter	150	LF	\$	32.50	\$	4,875.00
Erosion Control Items							
24	Construction Exit Co	1	Ea	\$	2,500.00	\$	2,500.00
25	Sediment Barrier Sd1-NS	9,000	LF	\$	4.00	\$	36,000.00
26	Curb Inlet Protection Sd2-P	29	Ea	\$	150.00	\$	4,350.00
27	Disturbed Area Stabilization Ds1 (Mulch Only)	10,000	SY	\$	0.42	\$	4,200.00
28	Disturbed Area Stabilization Ds2 (Temporary Seeding)	10,000	SY	\$	0.20	\$	2,000.00
29	Disturbed Area Stabilization Ds3 (Permanent Seeding)	10,000	SY	\$	1.00	\$	10,000.00

Base Bid Total, Items 1-29 Inclusive, the amount of \$ 742,200.00 (Dollars & Cents)Seven Hundred Forty-Two Thousand Two Hundred Dollars & Zero Cents (Price in Words)**MANDATORY ALTERANATE:** Bidder is required to provide pricing for the below Alternate.

No.	Description	Qty.	Units	Unit Price	Total Price
Waterline Items					
1	6" PVC (C900) - Materials Only	6,500	LF	\$ 15.08	\$ 98,020.00
2	8" PVC (C900) - Materials Only	4,800	LF	\$ 25.84	\$ 124,032.00
3	Fire Hydrant Assembly - Materials Only	15	Ea	\$ 4,450.00	\$ 66,750.00
4	6" Gate Valve & Box – Materials Only	24	Ea	\$ 1,152.02	\$ 27,648.48
5	8" Gate Valve & Box - Materials Only	24	Ea	\$ 1,695.68	\$ 40,696.32
6	Misc. Iron Fittings - Materials Only	7,000	Lbs	\$ 5.50	\$ 38,500.00
7	1" or 2" Service Tap (6" or 8" main) - Materials Only	199	Ea	\$ 273.65	\$ 54,456.35
8	1" or 2" Service Line – Materials Only (Includes PVC casing)	4,900	LF	\$ 7.50	\$ 36,750.00
9	1" or 2" Cap - Materials Only	199	Ea	\$ 61.82	\$ 12,302.18

Alt. Add. Bid Total, Items 1-9 Inclusive, the amount of \$ 499,155.33 (Dollars & Cents)Four Hundred Ninety-Nine Thousand One Hundred Fifty-Five Dollars & Thirty-Three Cents (Price in Words)

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ALTERNATES:

No Alternative Bid items are proposed with this project. No Alternative means or methods are proposed with this Project.

TIME OF COMPLETION:

Bidder hereby agrees to commence actual physical work on the site with an adequate force and equipment within five (5) days of a date to be specified in a written order of the City (Notice to Proceed), and shall be finally completed within 210 calendar-days of the specified date.

The overall time allowed for Substantial Completion for the total project is 180 calendar-days, and the time allowed for completion and readiness for final payment is 210 calendar days from the date of Notice to Proceed. The Bidder agrees to a lump sum \$1,000 per business-day for liquidated damages for each day that the project completion exceeds 210 calendar-days. This project will be constructed in one phase.

The Undersigned agrees that this bid may not be revoked or withdrawn after the time set for the opening of bids but will remain open for acceptance for a period of ninety (90) days following such time.

BID SECURITY:

Bid security in the amount of five percent (5%) of the base bid price is attached in the amount of

_____ Dollars
(\$ _____ 5 % _____),

which is to become the property of the City of Smyrna in the event the contract and all required bonds are not executed within the time set forth, for the delay and additional cost caused the City. The Undersigned agrees that upon receipt of the notice of acceptance of his bid (Notice of Award), he will, within five (5) days from the Notice of Award, execute the formal contract and will deliver a surety bond for the faithful performance of the Contract and such other bonds and insurance as required by the specifications. The Undersigned further agrees that if he fails or neglects to appear within the specified time to execute the contract of which this bid, the bid documents and the contract documents are a part, the Undersigned will be considered as having abandoned the contract, and the bid security bond accompanying this bid will be forfeited to the City by reason of such failure on the part of the Undersigned.

If awarded a contract, the Undersigned's surety will be Old Republic Surety Company.

Respectfully submitted:

Signature of Individual:



Printed Name & Title:

Charles M. Ardito, C.E.O.

Doing Business as/for:

Ardito Construction Company Inc.

Email Address:

chuck.ardito@arditoconstruction.com

Business Address:

P.O. Box 758

Smyrna, GA 30081

Phone Numbers:

Office

(770)435-3776

Fax

N/A

Mobile

(678)618-0240

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Please complete and submit the Acknowledgements below:

ACKNOWLEDGEMENTS

 X We acknowledge that we take no exceptions to the specifications.

OR

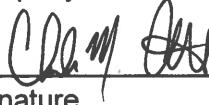
 We acknowledge that we do take exceptions to the specifications and an itemized list of exceptions is attached.

 X We acknowledge that we have read and signed the Contractor and Subcontractor Affidavits.

 X We acknowledge that this work will be completed within the City's required time frame.

Ardito Construction Company Inc.

Company Name



Signature

Charles M. Ardito

Printed Name

C.E.O.

Title

06/23/2022

Date

END OF SECTION

SECTION 004313 – BID SECURITY

**STATE OF GEORGIA
COUNTY OF COBB**

KNOW ALL MEN BY THESE PRESENTS, THAT WE Ardito Construction Company, Inc.
Old Republic Surety Company, (hereinafter called "Principal"), and
as Surety (hereinafter called "Surety") are held and firmly bound unto the City of Smyrna
(hereinafter called "Owner") in the sum of Five Percent (5%) of the Total Amount Bid Dollars
and cents (\$) lawful money of the
United States of America, for payment of which sum will and truly be made, we bind ourselves,
our heirs, executors, administrators and successors, jointly and severally, firmly by these
presents:

WHEREAS, the "Principal" has submitted a bid to the City of Smyrna for:
RFQ 22-034
Creatwood Trail Area Waterline Replacement

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or
bid bond in the amount of not less than five (5) percent of the base bid be submitted with the base
bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written contract
with the City of Smyrna and furnish a contract surety bond in the amount equal to one hundred
percent (100%) of the contract sum for the performance of said Contract within ten (10)
consecutive calendar days after written notice having been given of the award of the Contract.

NOW THEREFORE, the conditions of this obligation are such that if the bid of the "Principal"
herein be accepted and said "Principal" within ten (10) consecutive calendar days after written
notice being given of such acceptance, enter into a written contract with the City of Smyrna and
furnish a Performance Bond in the amount equal to one-hundred percent (100%) of the contract
sum and a Labor/Materials Payment Bond in the amount equal to one-hundred ten percent
(110%) of the contract sum, satisfactory to the City of Smyrna, then this obligation shall be void;
otherwise, the sum herein stated shall be due and payable to the City of Smyrna and the "Surety"
herein agrees to pay said sum in good and lawful money of the United States of America, not as
a penalty but as liquidated damages for failure thereto of said "Principal". This bond is given
pursuant to and in accordance with the provisions of O.C.G.A Title 36-Chapter 91-Article 3 et seq
and all the provisions of the law referring to this character of bond as set forth in said sections or
as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if
set out herein in full.

SECTION 004313 – BID SECURITY

IN WITNESS WHEREOF, the said Ardito Construction Company, Inc.
as "Principal" herein has caused these presents to be signed and sealed and the
said Old Republic Surety Company as "Surety" herein has
caused these presents to be signed in its name by its Attorney-in-Fact
under its corporate seal, this 23rd day of June, A.D., 2022.

ATTEST:

Amanda Ardito
BY: Amanda Ardito
TITLE: office manager

PRINCIPAL:

Ardito Construction Company, Inc.
BY: Charles M. Ardito (SEAL)
Charles M. Ardito
TITLE: CEO

ATTEST:

Tammie R. Sullivan
BY: James Deen
TITLE: _____

SURETY:

Old Republic Surety Company
BY: Phyllis Earwood (SEAL)
(It's Attorney-in-Fact (Surety))
TITLE: Phyllis Earwood
Georgia Resident Insurance Agent;
License No. 99426



NOTE: Power of Attorney showing authority of Attorney-In-Fact shall be attached.

END OF SECTION



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ALFRED HENRY RANDALL III, BENJAMIN G. WORLEY, PHYLLIS EARWOOD, MONA COKER, OF MARIETTA, GA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26TH day of FEBRUARY, 2021.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 26TH day of FEBRUARY, 2021, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

80-5150

Signed and sealed at the City of Brookfield, WI this 23 day of June, 2022.



Karen J. Haffner

Assistant Secretary

WORLEY SCHILLING & RANDALL, INC



ARDICON-01

PEARWOOD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/22/2022

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 Worley, Schilling & Randall, Inc. 146 North Fairground Street NE Marietta, GA 30060	CONTACT NAME: PHONE (A/C, No, Ext): (770) 428-1565 E-MAIL ADDRESS: customerservice@wsrinsurance.com	FAX (A/C, No): (770) 426-8601
	INSURER(S) AFFORDING COVERAGE	
INSURED Ardito Construction Co Inc P. O. Box 758 Smyrna, GA 30081	INSURER A : BITCO General Insurance Corp	NAIC # 20095
	INSURER B : Landmark American Insurance Co.	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CLP3717261	5/1/2022	5/1/2023	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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CAP3717262	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	LHA097839	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC3717260	5/1/2022	5/1/2023	<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)
Project: Creatwood Trail Area Water Replacement - RFQ 22-033

The City of Smyrna is included as an additional insured on the General Liability and Auto Liability Policies. Umbrella policy follows form. Waiver of subrogation included for The City of Smyrna. Coverage provided is primary and non-contributory. Policy provides a 30 day notice of cancellation to The City of Smyrna.

CERTIFICATE HOLDER

CANCELLATION

The City of Smyrna 2800 King Street Smyrna, GA 30080	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

SECTION 006200 – CERTIFICATES AND OTHER FORMS

EXHIBIT F



NON-COLLUSION AFFIDAVIT OF BIDDER

State of Georgia

County of Cobb

I, Charles M. Ardito, being first duly sworn, depose and say that; he/she is
C.E.O. of Ardito Construction Co. Inc., the bidder that has submitted the
attached bid;

He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid; Such bid is genuine and is not a collusive or sham bid; Neither 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, corporation, 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, collusion, communication, and/or conference with any other bidder, corporation, 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 Smyrna or any other person interested in the proposed contract; and

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.

Bidder: Ardito Construction Company Inc.

By: Charles M. Ardito Title: C.E.O.

Printed Name: Charles Ardito Date: _____

Subscribed and sworn to me this 23 day of June, 2022.

[Signature]
Notary Public

Commission expires: 4/30/25



SECTION 006200 - CERTIFICATES AND OTHER FORMS

EXHIBIT B



City of Smyrna, Georgia
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91 (b) (1), stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Smyrna has registered with and is participating in a federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

207943 4, 13, 2009
EEV/ Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor: Ardito Construction Co. Inc.

Name of Project: Creatwood Trail Public Employer: City of Smyrna
Waterline

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

Charles M. Ardito
BY: Authorized Officer or Agent

Charles M. Ardito, C.E.O.
Printed Name and Title of Authorized Office or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

23 DAY OF June, 2022

Notary Public
My Commission Expires: 4/30/25
Nicholas B Jones



SECTION 006200 – CERTIFICATES AND OTHER FORMS

EXHIBIT G



CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Smyrna. The bidder may be declared, by City of Smyrna, ineligible for further contracts with the city until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

Ardito Construction Co. Inc.
BIDDER


SIGNATURE

C.E.O.
TITLE

SECTION 006200 – CERTIFICATES AND OTHER FORMS

EXHIBIT H



DRUG-FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor's employees, during the performance of the contract; and
2. Each Vendor who hires a sub-Vendor to work in a drug-free workplace shall secure from that sub-Vendor the following written certification: "As part of the subcontracting agreement with (Vendor's name), (sub-Vendor's name) certifies to the Vendor that a drug-free workplace will be provided for the sub-Vendor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7)."

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: Ardito Construction Co. Inc.

By: Charles Ardito

Name Printed: Charles Ardito

Title: C.E.O.

Date: 6/23/22

ATTACHMENT 'A'
FEDERAL AWARD CONTRACT PROVISIONS
Project: RFQ 22-033 Creatwood Trail Waterline

Contract Provisions for Contracts funded by The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program, a part of the American Rescue Plan Act (ARPA).

The Contract Provisions within this Attachment are added to the Agreement for Services through this Amendment. Where a conflict may exist between the following Contract Provisions and any other language in this Agreement, the Attachment provisions shall take precedence. The Contract Provisions within this Attachment provide summaries and excerpts from the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200.317 through 2 CFR 200.327. Where a conflict may exist between these Contract Provisions and the current Code of Federal Regulations, the latter shall take precedence.

As referenced in these federal contract provisions, 'CONTRACTOR' is Ardito Construction Co. Inc.

As referenced in these federal contract provisions, Federal Agency will be the Federal Government Agency providing the funds to the City of Smyrna (the 'CITY') or any party identified by the Federal Agency as an administrator or auditor for the ARPA grant award.

BREACH OF CONTRACT TERMS
2 CFR Appendix II to Part 200

CITY and CONTRACTOR agree to the provisions regarding breach of contract as stated in the primary contract document.

TERMINATION FOR CAUSE AND FOR CONVENIENCE
2 CFR Appendix II to Part 200

CITY and CONTRACTOR agree to the provisions regarding termination for cause and for convenience as stated in the primary contract document.

EQUAL EMPLOYMENT OPPORTUNITY
41 CFR Part 60

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment

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without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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DAVIS-BACON ACT
40 U.S.C. 3141-3144 and 3146-3148

The Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with award funds from The Coronavirus State and Local Fiscal Recovery Funds Program.

COPELAND "ANTI-KICKBACK" ACT
18 U.S.C. 874 and 40 U.S.C. 3145 as supplemented by 29 CFR Part 3

CONTRACTOR must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874, 40 U.S.C. 3145, and 29 CFR Part 3), which provides that each subcontractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CITY must report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
40 U.S.C. 3701-3708 as supplemented by 29 CFR Part 5

For all contracts in excess of \$100,000 the CONTRACTOR agrees as follows:

1. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
3. **Withholding for Unpaid Wages and Liquidated Damages.** The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

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4. Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

RIGHTS TO INVENTIONS
37 CFR Part 401

CONTRACTOR acknowledges that if the Federal award meets the definition of "funding agreement" under 37 CFR Section 401.2 (a) and the CITY wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the CITY must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR AND WATER POLLUTION CONTROL
42 U.S.C. 7401-7671q and 33 U.S.C. 1251-1387

For all contracts in excess of \$150,000:

CONTRACTOR agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The CONTRACTOR agrees to report any violation to the CITY immediately upon discovery. The CITY assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Agency.

CONTRACTOR must include this requirement in all subcontracts that exceed \$150,000.

DEBARMENT AND SUSPENSION
2 CFR Part 180

CITY must not make any contract award with parties listed on the governmentwide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689 addressing debarment and suspension.

CONTRACTOR certifies that no principals:

- (a) Are presently excluded or disqualified;

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- (b) Have been convicted within the preceding three years of any of the offenses listed in Section 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in Section 180.800(a); or
- (d) Have had one or more public transactions (Federal, State or local) terminated within the preceding three years for cause or default.

CONTRACTOR acknowledges it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

CERTIFICATION REGARDING LOBBYING
31 U.S.C. 1352

Certification for Contracts, Grants, Loans, and Cooperative Agreements in excess of \$100,000:

The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

PROCUREMENT OF RECOVERED MATERIALS
2 CFR 200.323

For all contracts in excess of \$10,000:

CONTRACTOR agrees that the project design and materials used, where applicable, will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**
2 CFR 200.216

CONTRACTOR acknowledges the CITY is prohibited from obligating or expending loan or grant funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is described in 2 CFR 200.216 and in Public Law 115-232, section 889.

DOMESTIC PREFERENCES FOR PROCUREMENTS
2 CFR 200.322

CONTRACTOR acknowledges the CITY should, as appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

**CONTRACTING WITH SMALL AND MINORITY BUSINESSES,
WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**
2 CFR 200.321

CONTRACTOR acknowledges the CITY must take all necessary affirmative steps to assure that

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FEDERAL AWARD CONTRACT PROVISIONS
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minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

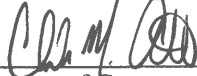
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Ardito Construction company Inc.

Responding Company Name

1290 Austell Road Marietta, GA 30008

Physical Address (Address, City, State, Zip Code)



Signature of Contractor's Authorized Official

Charles M. Ardito, C.E.O.

Name and Title of Contractor's Authorized Official

6/23/22

Date

POST IN A
CONSPICUOUS
PLACE

SMYRNA, GEORGIA

Occupation Tax Certificate

THIS CERTIFICATE EXPIRES: 12/31/2022

Business ID
OCBL-97

Ardito Construction Company Inc.
dba Ardito Construction Company Inc.
1290 Austell Road
Marietta, Georgia 30008



Category: Gen 1 - Goods,

Type: Water and Sewer Line and Related Structures Construction,

Issue Date: January 27, 2022

PAID

This Certificate is NOT Transferable



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Charles Matthew Ardito

Address: P.O. Box 758

Smyrna GA 30081

Primary Source License Information

Lic #:	UM101988	Profession:	Utility	Type:	Utility Manager
Secondary:		Method:	Examination	Status:	Active
Issued:	6/28/2005	Expires:	4/30/2023	Last Renewal Date:	4/29/2021

Associated Licenses

Relationship: Supervisor

Licensee: Ardito Construction Company Inc

License
Type: Utility Contractor

License #: UC302000

License
Status: Active

Established: 4/22/2009

Association
Date: 4/22/2009

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: June 23, 2022 10:44:49

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