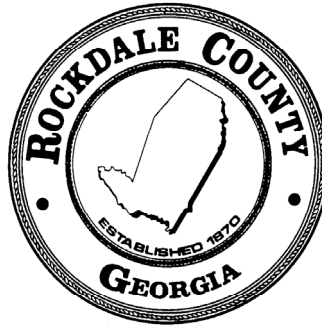


BOARD OF COMMISSIONERS

JANICE VAN NESS, CHAIR & CEO

Tuwanya C. Smith, Commissioner Post I

Dr. Doreen Williams, Commissioner Post II



DEPARTMENT OF FINANCE

SUE SANDERS, INTERIM CFO

TELEPHONE: 770-278-7555

FACSIMILE: 770- 278-8910

Addendum No. 1

**ITB No. 25-20
ON-CALL UNIT PRICE CONTRACT FOR CONCRETE**

July 8, 2025

ITB #25-20 is hereby amended as follows:

1. Below are questions received and corresponding answers:

A. Question: Can you please provide the previous contract for these services?

Answer: We have two current contracts. Please see attached.

2. All other conditions remain in full force and effect.
3. If a bid has been submitted and anything in this Addendum causes the bidder to change the item offered or to increase or decrease the bid price, the new price and/or changes will be inserted below:

4. All bidders under this Invitation to Bid are kindly requested to acknowledge receipt of this Addendum on page 13 of the Bid Package.

Tina Malone

Tina Malone, CPPB CPPO

Procurement Manager

Department of Finance, Purchasing Division

RECEIVED

OCT 11 2023

BY: Purchasing

Board of Commissioners
Agenda Item Transmittal Form
Procurement/Contract Transmittal Form

Type of contract: 1 year ☐ Multi-year ☐ Single Event ☐		Purchasing Use Only Contract #: <u>C-2023-170</u>
☐ Submission Information	☐ Vendor Information	
Contact Name: Andrew Hammer x 7268	Vendor Name: DAF Concrete, Inc. <u>(1 of 2 Recommended Awarders)</u>	
Department: General Services	Address: 9160 Turner Road	
Project Title: Concrete Unit Pricing for Various Projects	Address: Jonesboro, GA 30236	
Funding Account Number: Various	Email: daf_concrete_inc@yahoo.com	
Contract amount: Unit Pricing (see addendum)	Phone #: 770-629-4036	
Contract Type: Goods () Services (X) Labor ()	Contact: Antonia Sanchez	
Contract Action: New (X) Renewal () Change Order ()	Term of contract: 1 year with 2 renewals	
Original Contract Number:		
Finance Director Signature		Procurement Officer Signature
I have reviewed the attached contract, and the amount is approved for processing.		I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.
Signature: <u>[Signature]</u> Date: <u>11/1/2023</u>		Signature: <u>[Signature]</u> Date: <u>10/12/23</u>

Summary:

General Services recommends award of the contract for concrete unit pricing for various projects per the terms and conditions of the Invitation to Bid ITB #23-12, wherein DAF Concrete was one of the two highest ranked bidders.

Department Head/Elected Official Signature:

Date:

[Signature]10/14/23



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	D A F CONCRETE, INC.	Control Number:	0369612
Business Type:	Domestic Profit Corporation	Business Status:	Active/Compliance
Business Purpose:	NONE		
Principal Office Address:	212 Hicks Dr, Marietta, GA, 30060, USA	Date of Formation / Registration Date:	12/10/2003
State of Formation:	Georgia	Last Annual Registration Year:	2023

REGISTERED AGENT INFORMATION

Registered Agent Name: **ANTONIO SANCHEZ**
Physical Address: **212 HICKS DRIVE, MARIETTA, GA, 30060, USA**
County: **Cobb**

OFFICER INFORMATION

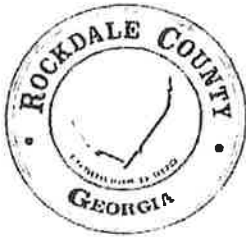
Name	Title	Business Address
ANTONIO SANCHEZ	Secretary	212 HICKS DRIVE, Marietta, GA, 30060, USA
ANTONIO SANCHEZ	CEO	212 HICKS DRIVE, Marietta, GA, 30060, USA
ANTONIO SANCHEZ	CFO	212 HICKS DRIVE, Marietta, GA, 30060, USA

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INTERDEPARTMENTAL MEMORANDUM

Department
of Finance
Purchasing Division

TO: Deputy Director Dominick Villano, Michael Robinson, Brittany Konopka, Markus Milon
FROM: Adrienne Brown, Procurement Buyer
DATE: August 28, 2023
SUBJECT: ITB No. 23-12: On-Call Concrete Unit Price Contract

Attached find copy(ies) of bid(s) / proposal (s) and abstract.

There are certain rules and regulations which govern the dissemination of bid information. To protect the County and the integrity of our process, it is requested that you do not give out any information concerning these bids. If you have anyone seeking this information, refer them to Purchasing. The bid copies are confidential, and no bidder is permitted to handle them.

If departments have questions or need clarifications regarding bids, such questions must be submitted to Purchasing in writing, and Purchasing will address any questions to the vendor and provide the information back to the department.

Our analysis of the bids indicates that the following is (are) low bidder(s) meeting specification, and we anticipate to recommend award to:

Please review and advise low bidder meeting specification.

If you agree that the above listed bidder(s) should be awarded the contract, please indicate your agreement. If you think otherwise, please give reasons and your alternative recommendation. Further, it is requested that this form along with an agenda transmittal form with your recommendation be completed and returned no later than the close of business on Friday, September 8, 2023.

Keep a copy of the abstract for your files and make your comments/recommendation(s) below or on a separate sheet and return them to us.

If you have any questions, please call me as our department is always ready to assist you.


Adrienne Brown
Procurement Buyer, Finance, Procurement Division

TM/AB

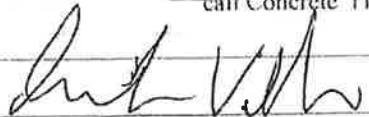
Department's Response

Date 9/8/23

This bidder meets ~~does not meet~~ our approval. (please circle the appropriate response)

Return this memorandum with your comments whether or not your recommendation concurs with that of Purchasing.

Recommendation General Services recommends awarding both DAF and MMitchel Group as unit price contractors for the On
call Concrete ITB 23-12


Dominick Villano

9/8/23

Person Completing Form

Date

Andrew Hammer

Department Director

9/8/23

Date

ROCKDALE COUNTY



ITB# 23-12: Concrete On-Call Unit Price
Contract

8/24/23 BID OPENING 2:00 P.M.

BID TABULATION SHEET

Number	Description	CGS Waterproofing	DAF Concrete, Inc.	M. Mitchell Group, LLC	Esquinn Construction, LLC	Notes	Comments
1	Curb Removal & Disposal 6"x6" extruded /LF	\$15.00	\$10.00	\$10.00	\$15.00		
2	Curb Removal & Disposal 6"x12"x24" /LF	\$17.00	\$15.00	\$12.00	\$35.00		
3	Curb Installation 6"x6" extruded /LF	\$35.00	\$20.00	\$12.00	\$20.00		
4	Curb Installation 6"x12"x24 /LF	\$42.00	\$30.00	\$18.00	\$30.00		
5	Pavement Removal & Disposal Asphalt Pavement /SY	\$37.00	\$35.00	\$22.00	\$20.00		
6	Pavement Removal & Disposal Asphalt Pavement Less than 6" thick /SY	\$35.00	\$20.00	\$22.00	\$15.00		
7	Pavement Removal & Disposal Concrete Pavement /SY	\$35.00	\$20.00	\$24.00	\$70.00		
8	Pavement Removal & Disposal Concrete pavement Less than 6" thick /SY	\$34.00	\$20.00	\$22.00	\$63.00		
9	Concrete Flatwork 4" concrete paving, 3000 psi 0 SY - 100 SY	\$95.00	\$80.00	\$56.00	\$90.00		
10	Concrete Flatwork 4" concrete paving, 3000 psi 100 SY - 500 SY	\$93.00	\$80.00	\$54.00	\$80.00		
11	Concrete Flatwork 4" concrete paving, 3000 psi Over 500 SY	\$90.00	\$80.00	\$52.00	\$75.00		
12	Concrete Flatwork 6" concrete paving, 3000 psi /SY	\$100.00	\$85.00	\$64.00	\$90.00		
13	Concrete Flatwork 6" concrete paving, 4000 psi /SY	\$115.00	\$90.00	\$66.00	\$95.00		
14	Concrete Flatwork 8" concrete paving, 3000 psi /SY	\$125.00	\$85.00	\$72.00	\$100.00		
15	Concrete Flatwork 8" concrete paving, 4000 psi /SY	\$140.00	\$90.00	\$84.00	\$110.00		
16	Reinforced concrete slabs, 3000 psi Steel reinforcement in place /LBS	\$1.25	\$20.00	\$120.00	\$2.00		
17	Reinforced concrete slabs, 3000 psi Steel wire mesh, WWF in place /SF	\$5.00	\$1.50	\$0.50	\$1.50		
18	Saw Cutting /LF	\$15.00	\$2.00	\$3.00	\$4.00		
19	Fill Material, GAB /TN	\$375.00	\$100.00	\$28.50	\$80.00		
20	Backfill Material, Topsoil /CY	\$100.00	\$50.00	\$36.50	\$100.00		
21	Excavation of Unsuitable Material /CY	\$150.00	\$50.00	\$28.50	\$150.00		
	TOTAL BID AMOUNT:	\$1,654.25	\$983.50	\$807.00	\$1,245.50		

8/24/2023

Date

Adrienne Brown



Brian P. Kemp
Governor

Rebecca N. Sullivan
Commissioner

State of Georgia Suspended and Debarred Suppliers State Fiscal Year 2023

The Department of Administrative Services, State Purchasing Division (SPD), may suspend or debar individuals or companies from doing business with the State of Georgia as further described in the [Georgia Procurement Manual](#), Section 7.7.4 Suspension and Debarment. The following list of suppliers have been suspended or debarred by SPD from receiving State of Georgia contracts as of the respective effective date through the identified expiration date:

Supplier Name	Supplier ID	Supplier Address	Status (Suspended/Debarred)	Effective Date	Expiration Date
NONE					

SPD will periodically update and republish this document. For any questions, please contact SPD at process.improvement@doas.ga.gov.



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Search

All Words

e.g. 1606N020Q02



Select Domain
Entity Information



All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By



Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

- ☐ Any Words
- ☒ All Words
- ☐ Exact Phrase

e.g. 123456789, Smith Corp

"DAF Concrete, Inc."



No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

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CONTRACT FOR UNIT PRICE ON-CALL CONCRETE

This Agreement entered into on this 14th day of November 2023, between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012, (hereinafter referred to as the "County") and DAF CONCRETE, INC. a Georgia company, whose address is 9160 Turner Road, Jonesboro, Georgia 30236, (hereinafter referred to as "Contractor").

WHEREAS, the County desires to engage the services of Contractor for Unit Price On-Call Concrete as detailed in the Invitation to Bid (ITB) No. 23-12; and

WHEREAS, Contractor is qualified to perform this service and desires to render this service to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. **Services Provided by Contractor.**

The Contractor will furnish all products, tools, construction equipment, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner for Unit Price On-Call Concrete in accordance with the County's Invitation to Bid No. 23-12, incorporated herein by reference, (hereinafter called "Work"), and Contractor's bid dated August 24, 2023, attached hereto and made a part hereof, (hereinafter called "Bid"). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this Work. The Work shall be performed at the direction of the Director of General Services or his designee and be consistent with all Federal, State and Local laws. This is not an exclusive contract. Services will be among the Contractor and one (1) other contractor.

The Contract Documents, Bid documents, drawings, and invitation to bid are considered essential parts of the Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to complete the Work in an acceptable manner, ready for use, or operation by the County.

The Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specific in a written Notice to Proceed and shall fully complete all work hereunder as specified in the Notice to Proceed, unless modified and agreed upon by both parties in writing.

2. **Fees and Compensation.**

- (a) All unit pricing is fixed through the initial term of this Agreement as set forth in Contractor's Bid dated August 24, 2023, attached hereto and made a part hereof, unless amended as agreed upon by both parties in writing as detailed in Section 6 of this Agreement. All payments due Contractor hereunder shall be made to Contractor at the location indicated on the invoice. Original invoices must be submitted to: Rockdale

County Finance Department, P.O. Box 289, Conyers, GA 30012, Reference Contract No. 2023 - 170. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

It is understood that the Contractor shall provide and pay for all products, labor (including labor performed after regular working hours, on Saturdays or Sundays, or on legal holidays), tools, construction equipment, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, place into operation, and deliver the Work.

The Contractor shall be responsible for any additional expenses incurred by the County as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime will be deducted from the Contractor's monthly payment request.

- (b) Payments Withheld: The County may decline to approve an application for payment, in whole or in part, as may be necessary to protect the County from loss because of:
- (1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.
 - (2) Unsatisfactory prosecution of the Work by the Contractor either due to quality of the Work or if the Contractor is behind the currently approved construction schedule.

When the above reasons for nonpayment are corrected, then payment will be made for amounts withheld because of such reasons, not later than the next payment.

3. **Effective Dates of Agreement.**

The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Rockdale County Board of Commissioners (the "Board"). The term of this Agreement shall be for one (1) year ("Term"), from the date of this Agreement, unless and until terminated as provided below. This agreement has an option to renew two (2) additional one-year periods, unless terminated by either party as detailed in section 13 of this Agreement.

4. **Rejection of Work and Materials.**

All products furnished and all Work completed will be inspected by the County. All products furnished and all Work completed that is not in accordance with the Contract Documents or that is defective will be rejected. All rejected products or Work shall be removed immediately. If rejected products or Work is not removed within 48 hours, the County will have the right and authority to stop the Work immediately and will have the right to arrange for the removal of said rejected products or Work at the cost and expense of the Contractor. Contractor shall warrant all Work completed for a five (5) year period following acceptance of Work.

5. **Supervision of Work.**

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

The supervisor shall have full authority to act on behalf of the Contractor and to execute the orders or directions of the County without delay. The supervisor shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. The supervisor's authority shall be such that all communication given to the supervisor shall be as binding as if given to the Contractor.

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the County, immediately remove any superintendent, foreman or workman whom the County may consider incompetent or undesirable.

6. **Changes in the Contract.**

The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment will be authorized by Change Order.

Because this contract contains two (2) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations).

7. **Insurance.**

The Contractor shall not commence any work under this Contract until all insurance, as stipulated in the invitation to bid, has been obtained and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence any work on subcontractor's contract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

8. **Interruption of Facility Operations.**

The Contractor shall provide the County with written notice at least three days prior to any interruption in facility operations required by construction activity. The notice shall include the date and time of the scheduled interruption, the length of time the interruption will be in effect, the procedures to be followed, a complete identification of all those processes, equipment and operations to be affected, and all other information the County may require. The Contractor shall provide any equipment, piping, auxiliary power or other means necessary to sustain facility operations.

9. **Protection of Work, Property and Persons.**

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all products to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- (b) The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction, promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54) as amended. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.
- (c) The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities caused, directly or indirectly, in whole or in part, by the Contractor or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the County may, after 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.
- (d) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the County, shall act to prevent threatened damage, injury or loss.
- (e) Completed Work and stored products shall be suitably protected during unseasonable weather, to allow Work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather.

10. **Protection of the Environment.**

- (a) The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed Work, and shall abide by the requirements of all governmental agencies having jurisdiction over the Work or Contractor's Project operations. This shall include but not be limited to air, water & noise pollution during torch cutting, grinding, burning and grading operations.
- (b) Any area used or involved in the Project that is disturbed by the Contractor, shall be restored to original or better condition, even though such area is outside the limits of that specified for grading, grassing or landscaping.

- (c) The Contractor is responsible for maintenance of all erosion control measures, final removal of all temporary BMP's, and irrigation of all permanent vegetative measures until fully established.

11. **Protection, Location and Relocation of Utilities.**

The Contractor shall notify utility owners of the new work in accordance with Georgia Law by calling the Utilities Protection Center (UPC) at 800-282-7411, 72 hours before work is to begin. The Contractor shall protect from damage all existing improvements or utilities at, or in proximity to, the site of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care in the performance of Work. If the Contractor fails or refuses to repair any such damage promptly, the County may have the Work performed and charge the cost thereof to the Contractor.

Prior to the construction or installation of any new Work, the Contractor shall excavate all existing utilities within the vicinity of the Work to their actual vertical and horizontal location. In order to avoid conflicts between existing and new Work, the Contractor shall either relocate the existing utility on a temporary or permanent basis, or shall take whatever means necessary to protect the existing facilities or utilities during the installation of new Work.

12. **Indemnification.**

In addition to its agreement to obtain and maintain insurance as set forth herein, the Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees, from any and all claims against the County, its officers, agents and employees, which arise out of any act or omission of the Contractor or any of the Contractor's officers, agents and/or employees, and any and all claims which result from any condition created or maintained by the Contractor or anyone employed by the Contractor or any of their officers, agents or employees, which condition does not specify to be created or maintained by this Contract.

13. **Termination of Agreement.**

In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, written notice shall be provided and termination shall be effective 15 days from receipt of written notice.

14. **Notice.**

Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by overnight delivery or certified mail, postage prepaid, so that the notifying party can prove delivery of notice and the date thereof, and addressed as follows:

To the County:

Rockdale County, Georgia
Finance Department – Purchasing Division
Attn: Tina Malone
P. O. Box 289
Conyers, Georgia 30012
Email: tina.malone@rockdalecountyga.gov
Phone: 770-278-7552

To the Contractor:

DAF Concrete, Inc.
Attn: Antonio Sanchez
9160 Turner Road
Jonesboro, GA 30236
Email: daf_concrete_inc@yahoo.com
Phone: 770-629-4036
Cell: 404-433-8824

The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered in advance, pursuant to this paragraph.

15. **Assignment.**

The Contractor shall have no right to transfer or assign its interest in this Agreement without the prior written consent of an authorized representative of the County.

16. **Corporate Authority.**

Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

17. **Waiver.**

No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.

18. **Severability.**

If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

19. **Interpretation.**

Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

20. **Venue & Jurisdiction.**

The County and the Contractor, by entering into this Promissory Note, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

21. **Governing Law.**

This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

22. **Binding Effect.**

This Agreement shall be binding upon the Contractor and its successors and permitted assigns.

23. **Further Assurances.**

The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

24. **Entire Agreement.**

This Agreement, its attachments and essential documents (as provided in paragraph 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress. For purposes of executing this Agreement and any Change Orders, electronic/scanned/photocopied signatures shall be as valid as the original.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

DAF CONCRETE, INC.

By: Antonio SANC2

Attest:

Anthony Cypole

ROCKDALE COUNTY, GEORGIA

By: Osborn Nesbitt, Sr., Chairman

Attest:

Jennifer Rutledge, Executive
Director/County Clerk

Approved as to form:

M. Qader A. Baig, County Attorney

BID FORM – ITB No. 23-12

Instructions: Complete all THREE parts of this bid form.

PART I: Bid Summary

THE BIDDER SHALL FILL OUT THE ADDITIONAL BID SCHEDULE PAGES IN ITS ENTIRETY AND FILL IN THE TOTAL BID AMOUNT BELOW. THE BID SCHEDULE PAGES SHALL BE ATTACHED TO THIS BID.

Total Bid Amount:

\$983.50

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

PART III: Vendor Information:

Vendor Name	DAF Concrete, Inc.
Address	9160 Turner Road, Jonesboro, GA, 30236
Telephone	(770) 629-4036
E-Mail	daf_concrete_inc@yahoo.com
Representative (print name)	Antonio Sanchez
Signature of Representative	<i>Antonio Sanchez</i>
Date Submitted	8/24/2023

BID FORM – ITB No. 20-02

Instructions: Complete all THREE parts of this bid form.

PART I: Bid Summary

Complete the information below.

1	Curb removal and disposal	
A	6"x6" extruded	\$ 10.00 /LF
B	6"x12"x24"	\$ 15.00 /LF
2	Curb installation	
A	6"x6" extruded	\$ 20.00 /LF
B	6"x12"x24	\$ 30.00 /LF
3	Pavement removal and disposal	
A	Asphalt pavement	\$ 35.00 /SY
i	Less than 6" thick	\$ 20.00 /SY
B	Concrete pavement	\$ 20.00 /SY
i	Less than 6" thick	\$ 20.00 /SY
4	Concrete flatwork	
A	4" concrete paving, 3000 psi	
i	0 SY – 100 SY	\$ 80.00 /SY
ii	100 SY – 500 SY	\$ 80.00 /SY
iii	Over 500 SY	\$ 80.00 /SY
B	6" concrete paving	
i	3000 psi	\$ 85.00 /SY
ii	4000 psi	\$ 90.00 /SY
C	8" concrete paving	
i	3000 psi	\$ 85.00 /SY
ii	4000 psi	\$ 90.00 /SY
D	Reinforced concrete slabs, 3000 psi	
i	Steel reinforcement in place	\$ 20.00 /lbs
ii	Steel wire mesh, WWF in place	\$ 1.50 /SF
5	Saw cutting	\$ 2.00 /LF
6	Fill material, GAB	\$ 100.00 /TN
7	Backfill material, topsoil	\$ 50.00 /CY
8	Excavation of Unsuitable Material	\$ 50.00 /CY

INSURANCE:

Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

Coverages:Limits of Liability:

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
General Liability	\$1,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Invitation to Bid (ITB) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:
 Rockdale County, Georgia
 958 Milstead Avenue
 Conyers, GA 30012

BID SPECIFICATIONS:

A. Overview:

Rockdale County requests proposals for an Indefinite Delivery/Indefinite Quantity contract for concrete work on various county projects. The successful bidder will provide concrete work on a per unit basis. The lowest, qualified firm will receive a negotiated unit rate contract and will be employed on an as needed basis on various projects. For each project a scope of services and not to exceed fee will be agreed upon between the firm and the County and executed through a Work Order type agreement (see example attached).

B. General:

1. The contractor's personnel shall have the qualifications, knowledge, and experience to properly and reliably perform the Services described herein.
2. The contractor shall always provide sufficient qualified personnel to perform the Services required in a timely, accurate, and professional manner.
3. The contractor shall perform all work in coordination with the County's schedule and/or other contractors engaged by the county.
4. Contractor shall take necessary precautions to protect any adjacent facilities and/or environment during the course of installation.
5. Contractor must clean up site after completion of the work and must dispose of all trash, materials, packaging, etc.
6. Contractor shall prepare subgrade to required grade and cross section. Remove soft or spongy material 6 inches below subgrade elevation for curbs and 3 inches below subgrade elevation for sidewalks and curb ramps. Backfill with earth, sand, or gravel to produce a stable foundation and compact.
7. Contractor shall be allowed a maximum of 5 percent increase for all bid items for each year beyond the initial contract year.
8. Contractor shall provide a one-year unconditional warranty for all material and labor performed with the exception of grassing where irrigation is not provided.

C. Services:

1. Curb Removal and disposal
 - a. Provide pricing per the Bid Form
 - b. Saw cut and/or remove curbing at joints cleanly so that edges are prepared for additional work.
 - c. Load and haul off site and dispose of legally.
2. Curb installation
 - a. Provide pricing per the Bid Form
 - b. If curbs are constructed over existing pavement use steel dowels and reinforcing steel or adhesive to anchor the curb to the existing pavement.
 - c. If steel dowels and reinforcing are used, anchor steel dowels in drilled holes with mortar made from equal parts in volume of portland cement and sand. You may use anchor bolts instead of anchored steel dowels if authorized.
 - d. If adhesive is used, remove all dust, loose material, or oil from the surface of the existing pavement by either wire brushing or blast cleaning.
 - e. Construct contraction and expansion joints at right angles to the line of curbs. Space contraction joints at 20-foot intervals. For curbs adjacent to existing concrete, align curb joints with existing concrete pavement joints.

- f. The top and face of the finished curb must be true and straight. The top surface of the curb must be uniform in width and free from humps, sags, or other irregularities. Check the top and face of curbs and surface of gutter for flatness with a 10-foot straightedge. No gaps greater than 0.01 feet are allowed except at grade changes or curves.
 - g. Clean any discolored concrete at your expense by abrasive blast cleaning or other authorized method.
3. Pavement removal and disposal
- a. Provide pricing per the Bid Form
 - b. Load and haul off site and dispose of legally
4. Concrete flatwork
- a. Provide pricing per the Bid Form
 - b. All concrete to be cured at 28 days as indicated on Bid Form
 - c. Concrete testing to be by owner
 - d. Concrete work shall be inclusive of topsoil removal and grading work not to exceed 1ft vertical drop in grade over 12ft horizontal
 - e. Construct expansion joints at:
 - i. All returns and opposite of expansion joints in adjacent curb
 - ii. Sixty-foot maximum intervals when no adjacent curb is present
 - f. Construct contraction joints to create 12 to 20 square foot rectangular patterns into the surface of sidewalks.
 - g. Construct contraction joints by scoring concrete with a grooving tool and rounding corners with an edger tool or saw cutting hardened concrete to a depth of at least 1 inch. Apply curing compound immediately to the exposed surfaces of sawcut joints.
 - h. Construct expansion joints at each side of a structure and at each end of a curb return using 1/4-inch-thick preformed joint filler. Finish concrete adjacent to expansion joints with an edger tool. Do not construct expansion joints closer than 20 feet to an island nose. Shape preformed joint filler to match surface contour of concrete.
 - i. Construct expansion joints by saw cutting through the full depth of the concrete cross section. The width of the sawcut must provide for a tight fit of the preformed joint filler.
 - i. If joint is cut before concrete has hardened:
 - i. Protect adjacent surfaces with close fitting, firmly supported shields.
 - ii. Complete sawcut and insertion of the preformed joint filler before curing concrete.
 - ii. If joint is cut after concrete has hardened:
 - i. Mortar preformed joint filler in place using heavy trowel pressure.
 - ii. Cover exposed portions of concrete in the vicinity of sawcut with an additional application of curing compound.
 - j. After concrete has cured, check joint filler for tight fit. If any loose joints are found, mortar joint in place and check after mortar has cured. Repeat as necessary to achieve a tight fit.
 - k. Install prefabricated detectable warning surface under manufacturer's recommendations.
 - l. Broom finish surface of sidewalk, gutter depression, curb ramp and

driveway. For surfaces used by pedestrians, apply broom finish perpendicular to the path of travel. You may apply water to the surface immediately before brooming.

- m. The finished surface must not vary more than 0.02 foot from a 10-foot straightedge except at grade changes.
 - n. Clean any discolored concrete at your expense by abrasive blast cleaning or other authorized method.
 - o. Driveways in ROW to be constructed per Rockdale Transportation or GDOT specification as needed
5. Saw cutting – provide pricing per the Bid Form
6. Fill material, GAB
- a. Provide pricing per the Bid Form
 - b. Haul in, place, and compact as needed for placement of concrete
 - c. GAB provided by contractor
7. Backfill material, topsoil
- a. Provide pricing per the Bid Form
 - b. Haul in and place as needed
 - c. Topsoil provided by contractor
8. Excavation of Unsuitable Materials
- a. Provide pricing per the Bid Form

General:

Purchase Price shall include delivery, F.O.B. Rockdale County, Conyers, GA 30012.

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR

State of Georgia)

County of Clayton)

Antonio Sanchez, being first duly sworn, deposes and says that:

(1) He/She is President (owner, partner officer, representative, or

agent) of DAF Concrete, Inc., the Vendor that has submitted the attached ITB;

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

(3) Such ITB is genuine and is not a collusive or sham ITB;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or refrain from proposing 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 Vendor, firm or person to fix the price or prices in the attached ITB or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

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

Antonio Sanchez

(Signed)

President
(Title)

Subscribed and Sworn to before me this 24th day of August, 2023

Name Audrey Clyde

Title Secretary

My commission expires (Date)

May 9th 2009



N/A

**ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR**

State of Georgia)

County of Clayton)

_____, being first duly sworn, deposes and says
that:

(1) He/She is _____ (owner, partner officer, representative,
or

agent) of _____, the sub-contractor that has submitted the attached
ITB;

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

(3) Such ITB is genuine and is not a collusive or sham ITB;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affidavit, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive
or sham ITB in connection with the Contract for which the attached ITB has been submitted or
refrain from proposing 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 Vendor, firm or
person to fix the price or prices in the attached ITB or of any other Vendor, or to fix any overhead,
profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure
through any collusion, conspiracy, connivance or unlawful agreement any advantage against
Rockdale County or any person interested in the proposed Contract; and

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

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 202__.

Name _____

Title _____
My commission expires (Date)

Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

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

390540

Federal Work Authorization User Identification Number

2/16/2011

Date of Authorization

DAF Concrete, Inc.

Name of Contractor

ITB 23-12 Concrete Unit Price List

Name of Project

Rockdale County

Name of Public Employer

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

Executed on 8, 24th 2023 in Jonesboro (city), GA (state).

Antonio Sanchez

Signature of Authorized Officer or Agent

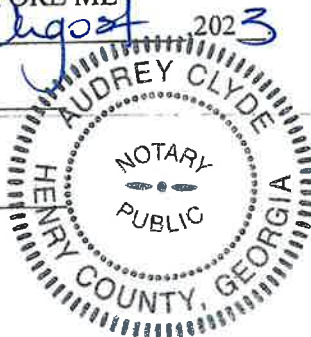
Antonio Sanchez - President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 24 DAY OF August 2023

Audrey Clyde
NOTARY PUBLIC

My Commission Expires: May 9th 2025



N/A

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC
My Commission Expires:

N/A

Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies it compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractors hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____

Affidavit Verifying Status for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I Antonio Sanchez. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) X I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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

8/23/2023

Date

Antonio Sanchez

Signature of Applicant:

Antonio Sanchez

Printed Name:

AS 096-104-551

Alien Registration number for non-citizens

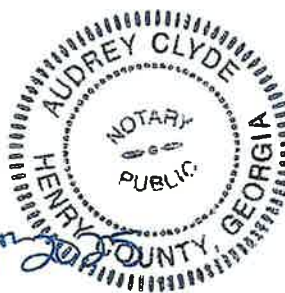
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

24 DAY OF August, 2023

Audrey Clyde

Notary Public

My commission Expires: May 9th 2025



*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

SUBCONTRACTORS

N/A

Instructions: Type or clearly print all information.

NAME, ADDRESS, & PHONE NUMBER OF SUBCONTRACTOR	SUBCONTRACT WORK ITEM	DOLLAR VALUE OF SUBCONTRACT WORK
1.		
2.		
3.		
4.		
5.		
6.		

Representative's Signature: Antonio SanchezDate: 8/24/203



CLAYTON COUNTY
COMMUNITY DEVELOPMENT

Permits and License Division

This registration must be displayed in a conspicuous place in your business establishment.

This registration is not transferable

Valid for Calendar Year 2023

Business Name: D A F CONCRETE, INC.

Business Location: 9160 TURNER RD
JONESBORO GEORGIA 30236

Mailing Address: 9160 TURNER RD
JONESBORO GA 30236

Owner: D A F CONCRETE, INC.

License Number: BL-15-41711-2018-155021

License Type: Business License

Issue Date: 1/9/2023

Classification: In Jurisdiction

Expiration Date: 12/31/2023

Business Type: 238110 -Poured Concrete Foundation and Structure
Contractors

Restrictions and Comments:

Other Licenses:

County/State/Federal	Document No.	Holder Name	Expiration Date
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This registration may be suspended or revoked if Federal, State or County Codes, Ordinances, or requirements are violated. Report any of the following changes to the Business License Division immediately: Ownership, Name, Location, Business Type, or additional lines of Business.

If this business closes before the end of the expiration date, please send us a signed written notification of the business closure and the last day of operation to the Business License Division address. It will properly inactivate your business license account and protect you from incurring late fees and penalties.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2023

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

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

PRODUCER Griffin Insurance Agency Inc P O Box 1768 Stockbridge GA 30281	CONTACT NAME: PHONE (A/C, No, Ext): (770) 507-3200 FAX (A/C, No): (770) 507-7967 E-MAIL: COI@GriffinInsure.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance NAIC # 18988 INSURER B: Hudson Insurance Co. 25054 INSURER C: NorGuard Insurance 31470 INSURER D: INSURER E: INSURER F:
INSURED DAF CONCRETE INC 212 HICKS DR SE MARIETTA GA 30060	

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X		80300719	5/5/2023	5/5/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			HST-000474-00	4/13/2023	4/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X		48-999249-01	5/5/2023	5/5/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	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 Y	N/A	DAWC 410888	3/25/2023	3/25/2024	☒ PER STATUTE ☐ 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)

CERTIFICATE HOLDER IS ALSO NAMED AS ADDITIONAL INSURED WITH REGARD TO GENERAL LIABILITY AND UMBRELLA COVERAGE. COVERAGE SHALL BE PRIMARY AND NON-CONTRIBUTORY AND WAIVER OF SUBROGATION APPLIES IN FAVOR OF ROCKDALE COUNTY, GA.

C-2023-170

CERTIFICATE HOLDER

CANCELLATION

ROCKDALE COUNTY, GEORGIA
958 MILSTEAD AVENUE
CONYERS, GA 30012

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

Keith Griffin/PLS

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RECEIVED

OCT 11 2023

BY: *Purchasing*

**Board of Commissioners
Agenda Item Transmittal Form
Procurement/Contract Transmittal Form**

Type of contract: 1 year ☐ Multi-year ☐ Single Event ☐		Purchasing Use Only Contract #: <i>C-2023-171</i>
☐ Submission Information	☐ Vendor Information	
Contact Name: Andrew Hammer x 7268	Vendor Name: The M Mitchell Group, LLC (2 of 2 Recommended Awarders)	
Department: General Services	Address: 238 Stockbridge Rd.	
Project Title: Concrete Unit Pricing for Various Projects	Address: Jonesboro, GA 30236	
Funding Account Number: Various	Email: marcus@themitchellgroup.com	
Contract amount: Unit Pricing (see addendum)	Phone #: 404-866-4338	
Contract Type: Goods () Services (X) Labor ()	Contact: Marcus Mitchell	
Contract Action: New (X) Renewal () Change Order ()	BOC APPROVED Date: <i>11-14-23</i> Initials: <i>AM</i>	
Original Contract Number:	Term of contract: 1 year with 2 renewals	
Finance Director Signature		Procurement Officer Signature
I have reviewed the attached contract, and the amount is approved for processing.		I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.
Signature: <i>[Signature]</i> Date: <i>11/1/2023</i>		Signature: <i>[Signature]</i> Date: <i>10/12/23</i>

Summary:

General Services recommends award of the contract for concrete unit pricing for various projects per the terms and conditions of the Invitation to Bid ITB #23-12, wherein M Mitchell Group was one of the two highest ranked bidders.

Department Head/Elected Official Signature:

Date:

*[Signature]**10/10/23*



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	THE M. MITCHELL GROUP, LLC	Control Number:	13415993
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
Business Purpose:	NONE		
Principal Office Address:	167 Watson St, Carrollton, GA, 30117, USA	Date of Formation / Registration Date:	5/14/2013
State of Formation:	Georgia	Last Annual Registration Year:	2025

REGISTERED AGENT INFORMATION

Registered Agent Name: **Marcus Mitchell**
Physical Address: **167 Watson St, Carrollton, GA, 30117, USA**
County: **Carroll**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)



INTERDEPARTMENTAL MEMORANDUM

Department
of Finance
Purchasing Division

TO: Deputy Director Dominick Villano, Michael Robinson, Brittany Konopka, Markus Milon
FROM: Adrienne Brown, Procurement Buyer
DATE: August 28, 2023
SUBJECT: ITB No. 23-12: On-Call Concrete Unit Price Contract

Attached find copy(ies) of bid(s) / proposal (s) and abstract.

There are certain rules and regulations which govern the dissemination of bid information. To protect the County and the integrity of our process, it is requested that you do not give out any information concerning these bids. If you have anyone seeking this information, refer them to Purchasing. The bid copies are confidential, and no bidder is permitted to handle them.

If departments have questions or need clarifications regarding bids, such questions must be submitted to Purchasing in writing, and Purchasing will address any questions to the vendor and provide the information back to the department.

Our analysis of the bids indicates that the following is (are) low bidder(s) meeting specification, and we anticipate to recommend award to:

Please review and advise low bidder meeting specification.

If you agree that the above listed bidder(s) should be awarded the contract, please indicate your agreement. If you think otherwise, please give reasons and your alternative recommendation. Further, it is requested that this form along with an agenda transmittal form with your recommendation be completed and returned no later than the close of business on Friday, September 8, 2023.

Keep a copy of the abstract for your files and make your comments/recommendation(s) below or on a separate sheet and return them to us.

If you have any questions, please call me as our department is always ready to assist you.


Adrienne Brown
Procurement Buyer, Finance, Procurement Division

Department's Response

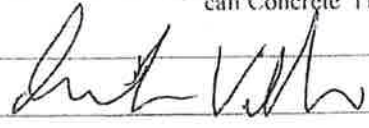
TM/AB

Date 9/8/23

This bidder meets ~~does not meet~~ our approval. (please circle the appropriate response)

Return this memorandum with your comments whether or not your recommendation concurs with that of Purchasing.

Recommendation General Services recommends awarding both DAF and MMitchel Group as unit price contractors for the On
call Concrete ITB 23-12


Dominick Villano

9/8/23

Person Completing Form

Date

Andrew Hammer

Department Director

9/8/23

Date

ROCKDALE COUNTY



ITB# 23-12: Concrete On-Call Unit Price
Contract

8/24/23 BID OPENING 2:00 P.M.

BID TABULATION SHEET

Number	Description	CGS Waterproofing	DAF Concrete, Inc.	M. Mitchell Group, LLC	Esquinn Construction, LLC	Notes	COMMENTS
1	Curb Removal & Disposal 6"x6" extruded /LF	\$15.00	\$10.00	\$10.00	\$15.00		
2	Curb Removal & Disposal 6"x12"x24" /LF	\$17.00	\$15.00	\$12.00	\$35.00		
3	Curb Installation 6"x6" extruded /LF	\$35.00	\$20.00	\$12.00	\$20.00		
4	Curb Installation 6"x12"x24" /LF	\$42.00	\$30.00	\$18.00	\$30.00		
5	Pavement Removal & Disposal Asphalt Pavement /SY	\$37.00	\$35.00	\$22.00	\$20.00		
6	Pavement Removal & Disposal Asphalt Pavement Less than 6" thick /SY	\$35.00	\$20.00	\$22.00	\$15.00		
7	Pavement Removal & Disposal Concrete Pavement /SY	\$35.00	\$20.00	\$24.00	\$70.00		
8	Pavement Removal & Disposal Concrete pavement Less than 6" thick /SY	\$34.00	\$20.00	\$22.00	\$63.00		
9	Concrete Flatwork 4" concrete paving, 3000 psi /SY - 100 SY	\$95.00	\$80.00	\$56.00	\$90.00		
10	Concrete Flatwork 4" concrete paving, 3000 psi 100 SY - 500 SY	\$93.00	\$80.00	\$54.00	\$80.00		
11	Concrete Flatwork 4" concrete paving, 3000 psi Over 500 SY	\$90.00	\$80.00	\$52.00	\$75.00		
12	Concrete Flatwork 6" concrete paving, 3000 psi /SY	\$100.00	\$85.00	\$64.00	\$90.00		
13	Concrete Flatwork 6" concrete paving, 4000 psi /SY	\$115.00	\$90.00	\$66.00	\$95.00		
14	Concrete Flatwork 8" concrete paving, 3000 psi /SY	\$125.00	\$85.00	\$72.00	\$100.00		
15	Concrete Flatwork 8" concrete paving, 4000 psi /SY	\$140.00	\$90.00	\$84.00	\$110.00		
16	Reinforced concrete slabs 3000 psi Steel reinforcement in place /LBS	\$1.25	\$20.00	\$120.00	\$2.00		
17	Reinforced concrete slabs 3000 psi Steel wire mesh, WWF in place /SF	\$5.00	\$1.50	\$0.50	\$1.50		
18	Saw Cutting /LF	\$15.00	\$2.00	\$3.00	\$4.00		
19	Fill Material, GAB /TN	\$375.00	\$100.00	\$28.50	\$80.00		
20	Backfill Material, Topsoil /CY	\$100.00	\$50.00	\$36.50	\$100.00		
21	Excavation of Unsuitable Material /CY	\$150.00	\$50.00	\$28.50	\$150.00		
	TOTAL BID AMOUNT:	\$1,654.25	\$983.50	\$807.00	\$1,245.50		

8/24/2023

Adrienne Brown
Date



Brian P. Kemp
Governor

Rebecca N. Sullivan
Commissioner

State of Georgia Suspended and Debarred Suppliers State Fiscal Year 2023

The Department of Administrative Services, State Purchasing Division (SPD), may suspend or debar individuals or companies from doing business with the State of Georgia as further described in the [Georgia Procurement Manual](#), Section 7.7.4 Suspension and Debarment. The following list of suppliers have been suspended or debarred by SPD from receiving State of Georgia contracts as of the respective effective date through the identified expiration date:

Supplier Name	Supplier ID	Supplier Address	Status (Suspended/Debarred)	Effective Date	Expiration Date
NONE					

SPD will periodically update and republish this document. For any questions, please contact SPD at process.improvement@doas.ga.gov.



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Search

All Words ▼

e.g. 1606N020Q02



Select Domain
Entity Information



All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By



Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

- ☐ Any Words
- ☒ All Words
- ☐ Exact Phrase

e.g. 123456789, Smith Corp

"The M Mitchell Group"



No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

[Go Back](#)

CONTRACT FOR UNIT PRICE ON-CALL CONCRETE

This Agreement entered into on this 14th day of November, 2023, between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012, (hereinafter referred to as the "County") and THE M. MITCHELL GROUP, LLC, a Georgia limited liability company, whose address is 238 Stockbridge Road, Jonesboro, GA 30236, (hereinafter referred to as "Contractor").

WHEREAS, the County desires to engage the services of Contractor for Unit Price On-Call Concrete as detailed in the Invitation to Bid (ITB) No. 23-12; and

WHEREAS, Contractor is qualified to perform this service and desires to render this service to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. **Services Provided by Contractor.**

The Contractor will furnish all products, tools, construction equipment, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner for Unit Price On-Call Concrete in accordance with the County's Invitation to Bid No. 23-12, incorporated herein by reference, (hereinafter called "Work"), and Contractor's bid dated August 22, 2023, attached hereto and made a part hereof, (hereinafter called "Bid"). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this Work. The Work shall be performed at the direction of the Director of General Services or his designee and be consistent with all Federal, State and Local laws. This is not an exclusive contract. Services will be among the Contractor and one (1) other contractor.

The Contract Documents, Bid documents, drawings, and invitation to bid are considered essential parts of the Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to complete the Work in an acceptable manner, ready for use, or operation by the County.

The Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specific in a written Notice to Proceed and shall fully complete all work hereunder as specified in the Notice to Proceed, unless modified and agreed upon by both parties in writing.

2. **Fees and Compensation.**

- (a) All unit pricing is fixed through the initial term of this Agreement as set forth in Contractor's Bid dated August 22, 2023, attached hereto and made a part hereof, unless amended as agreed upon by both parties in writing as detailed in Section 6 of this Agreement. All payments due Contractor hereunder shall be made to Contractor at the location indicated on the invoice. Original invoices must be submitted to: Rockdale

County Finance Department, P.O. Box 289, Conyers, GA 30012, Reference Contract No. 2023 - 171. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

It is understood that the Contractor shall provide and pay for all products, labor (including labor performed after regular working hours, on Saturdays or Sundays, or on legal holidays), tools, construction equipment, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, place into operation, and deliver the Work.

The Contractor shall be responsible for any additional expenses incurred by the County as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime will be deducted from the Contractor's monthly payment request.

- (b) Payments Withheld: The County may decline to approve an application for payment, in whole or in part, as may be necessary to protect the County from loss because of:
- (1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.
 - (2) Unsatisfactory prosecution of the Work by the Contractor either due to quality of the Work or if the Contractor is behind the currently approved construction schedule.

When the above reasons for nonpayment are corrected, then payment will be made for amounts withheld because of such reasons, not later than the next payment.

3. **Effective Dates of Agreement.**

The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Rockdale County Board of Commissioners (the "Board"). The term of this Agreement shall be for one (1) year ("Term"), from the date of this Agreement, unless and until terminated as provided below. This agreement has an option to renew two (2) additional one-year periods, unless terminated by either party as detailed in section 13 of this Agreement.

4. **Rejection of Work and Materials.**

All products furnished and all Work completed will be inspected by the County. All products furnished and all Work completed that is not in accordance with the Contract Documents or that is defective will be rejected. All rejected products or Work shall be removed immediately. If rejected products or Work is not removed within 48 hours, the County will have the right and authority to stop the Work immediately and will have the right to arrange for the removal of said rejected products or Work at the cost and expense of the Contractor. Contractor shall warrant all Work completed for a five (5) year period following acceptance of Work.

5. **Supervision of Work.**

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

The supervisor shall have full authority to act on behalf of the Contractor and to execute the orders or directions of the County without delay. The supervisor shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. The supervisor's authority shall be such that all communication given to the supervisor shall be as binding as if given to the Contractor.

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the County, immediately remove any superintendent, foreman or workman whom the County may consider incompetent or undesirable.

6. **Changes in the Contract.**

The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment will be authorized by Change Order.

Because this contract contains two (2) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations).

7. **Insurance.**

The Contractor shall not commence any work under this Contract until all insurance, as stipulated in the invitation to bid, has been obtained and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence any work on subcontractor's contract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

8. **Interruption of Facility Operations.**

The Contractor shall provide the County with written notice at least three days prior to any interruption in facility operations required by construction activity. The notice shall include the date and time of the scheduled interruption, the length of time the interruption will be in effect, the procedures to be followed, a complete identification of all those processes, equipment and operations to be affected, and all other information the County may require. The Contractor shall provide any equipment, piping, auxiliary power or other means necessary to sustain facility operations.

9. **Protection of Work, Property and Persons.**

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all products to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- (b) The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction, promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54) as amended. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.
- (c) The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities caused, directly or indirectly, in whole or in part, by the Contractor or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the County may, after 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.
- (d) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the County, shall act to prevent threatened damage, injury or loss.
- (e) Completed Work and stored products shall be suitably protected during unseasonable weather, to allow Work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather.

10. **Protection of the Environment.**

- (a) The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed Work, and shall abide by the requirements of all governmental agencies having jurisdiction over the Work or Contractor's Project operations. This shall include but not be limited to air, water & noise pollution during torch cutting, grinding, burning and grading operations.
- (b) Any area used or involved in the Project that is disturbed by the Contractor, shall be restored to original or better condition, even though such area is outside the limits of that specified for grading, grassing or landscaping.

- (c) The Contractor is responsible for maintenance of all erosion control measures, final removal of all temporary BMP's, and irrigation of all permanent vegetative measures until fully established.

11. **Protection, Location and Relocation of Utilities.**

The Contractor shall notify utility owners of the new work in accordance with Georgia Law by calling the Utilities Protection Center (UPC) at 800-282-7411, 72 hours before work is to begin. The Contractor shall protect from damage all existing improvements or utilities at, or in proximity to, the site of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care in the performance of Work. If the Contractor fails or refuses to repair any such damage promptly, the County may have the Work performed and charge the cost thereof to the Contractor.

Prior to the construction or installation of any new Work, the Contractor shall excavate all existing utilities within the vicinity of the Work to their actual vertical and horizontal location. In order to avoid conflicts between existing and new Work, the Contractor shall either relocate the existing utility on a temporary or permanent basis, or shall take whatever means necessary to protect the existing facilities or utilities during the installation of new Work.

12. **Indemnification.**

In addition to its agreement to obtain and maintain insurance as set forth herein, the Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees, from any and all claims against the County, its officers, agents and employees, which arise out of any act or omission of the Contractor or any of the Contractor's officers, agents and/or employees, and any and all claims which result from any condition created or maintained by the Contractor or anyone employed by the Contractor or any of their officers, agents or employees, which condition does not specify to be created or maintained by this Contract.

13. **Termination of Agreement.**

In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, written notice shall be provided and termination shall be effective 15 days from receipt of written notice.

14. **Notice.**

Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by overnight delivery or certified mail, postage prepaid, so that the notifying party can prove delivery of notice and the date thereof, and addressed as follows:

To the County:

Rockdale County, Georgia
Finance Department – Purchasing Division
Attn: Tina Malone
P. O. Box 289
Conyers, Georgia 30012
Email: tina.malone@rockdalecountyga.gov
Phone: 770-278-7552

To the Contractor:

The M. Mitchell Group, LLC
Attn: Marcus Mitchell
237 Stockbridge Road
Jonesboro, GA 30236
Email: marcus@themitchellgroup.com
Phone: 404-866-4338

The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered in advance, pursuant to this paragraph.

15. **Assignment.**

The Contractor shall have no right to transfer or assign its interest in this Agreement without the prior written consent of an authorized representative of the County.

16. **Corporate Authority.**

Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

17. **Waiver.**

No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.

18. **Severability.**

If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

19. **Interpretation.**

Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

20. **Venue & Jurisdiction.**

The County and the Contractor, by entering into this Promissory Note, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

21. **Governing Law.**

This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

22. **Binding Effect.**

This Agreement shall be binding upon the Contractor and its successors and permitted assigns.

23. **Further Assurances.**

The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

24. **Entire Agreement.**

This Agreement, its attachments and essential documents (as provided in paragraph 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress. For purposes of executing this Agreement and any Change Orders, electronic/scanned/photocopied signatures shall be as valid as the original.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

THE M. MITCHELL GROUP, LLC

ROCKDALE COUNTY, GEORGIA

By: 

By: 
_____ Osborn Nesbitt, Sr., Chairman

Marcus Mitchell , President

Name & Titel (Typed or Printed)

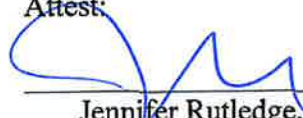
46-2912909

Federal Tax I.D. Number

Witness:

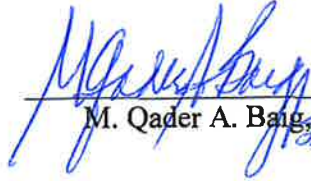


Attest:



Jennifer Rutledge, Executive
Director/County Clerk

Approved as to form:



M. Qader A. Baig, County Attorney

BID FORM – ITB No. 23-12

Instructions: Complete all THREE parts of this bid form.

PART I: Bid Summary

THE BIDDER SHALL FILL OUT THE ADDITIONAL BID SCHEDULE PAGES IN ITS ENTIRETY AND FILL IN THE TOTAL BID AMOUNT BELOW. THE BID SCHEDULE PAGES SHALL BE ATTACHED TO THIS BID.

Total Bid Amount:

One Thousand Eight Hundred fifty NINE Dollars.
\$ 1,859.00

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

PART III: Vendor Information:

Vendor Name	The M Mitchell Group
Address	238 Stockbridge Rd. Jonesboro, Ga 30236
Telephone	404-866-4338
E-Mail	marcus@themitchellgroup.com
Representative (print name)	Marcus Mitchell
Signature of Representative	
Date Submitted	8/22/2023

BID FORM – ITB No. 20-02

Instructions: Complete all THREE parts of this bid form.

PART I: Bid Summary

Complete the information below.

1	Curb removal and disposal	
A	6"x6" extruded	\$ 10.00 /LF
B	6"x12"x24"	\$ 12.00 /LF
2	Curb installation	
A	6"x6" extruded	\$ 12.00 /LF
B	6"x12"x24	\$ 18.00 /LF
3	Pavement removal and disposal	
A	Asphalt pavement	\$ 22.00 /SY
i	Less than 6" thick	\$ 22.00 /SY
B	Concrete pavement	\$ 24.00 /SY
i	Less than 6" thick	\$ 22.00 /SY
4	Concrete flatwork	
A	4" concrete paving, 3000 psi	
i	0 SY – 100 SY	\$ 56.00 /SY
ii	100 SY – 500 SY	\$ 54.00 /SY
iii	Over 500 SY	\$ 52.00 /SY
B	6" concrete paving	
i	3000 psi	\$ 64.00 /SY
ii	4000 psi	\$ 66.00 /SY
C	8" concrete paving	
i	3000 psi	\$ 72.00 /SY
ii	4000 psi	\$ 84.00 /SY
D	Reinforced concrete slabs, 3000 psi	
i	Steel reinforcement in place	\$ 1,200.0 /lbs
ii	Steel wire mesh, WWF in place	\$.50 /SF
5	Saw cutting	\$ 3.00 /LF
6	Fill material, GAB	\$ 28.50 /TN
7	Backfill material, topsoil	\$ 36.50 /CY
8	Excavation of Unsuitable Material	\$ 28.50 /CY

INSURANCE:

Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

Coverages:Limits of Liability:

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
General Liability	\$1,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Invitation to Bid (ITB) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:
 Rockdale County, Georgia
 958 Milstead Avenue
 Conyers, GA 30012

BID SPECIFICATIONS:**A. Overview:**

Rockdale County requests proposals for an Indefinite Delivery/Indefinite Quantity contract for concrete work on various county projects. The successful bidder will provide concrete work on a per unit basis. The lowest, qualified firm will receive a negotiated unit rate contract and will be employed on an as needed basis on various projects. For each project a scope of services and not to exceed fee will be agreed upon between the firm and the County and executed through a Work Order type agreement (see example attached).

B. General:

1. The contractor's personnel shall have the qualifications, knowledge, and experience to properly and reliably perform the Services described herein.
2. The contractor shall always provide sufficient qualified personnel to perform the Services required in a timely, accurate, and professional manner.
3. The contractor shall perform all work in coordination with the County's schedule and/or other contractors engaged by the county.
4. Contractor shall take necessary precautions to protect any adjacent facilities and/or environment during the course of installation.
5. Contractor must clean up site after completion of the work and must dispose of all trash, materials, packaging, etc.
6. Contractor shall prepare subgrade to required grade and cross section. Remove soft or spongy material 6 inches below subgrade elevation for curbs and 3 inches below subgrade elevation for sidewalks and curb ramps. Backfill with earth, sand, or gravel to produce a stable foundation and compact.
7. Contractor shall be allowed a maximum of 5 percent increase for all bid items for each year beyond the initial contract year.
8. Contractor shall provide a one-year unconditional warranty for all material and labor performed with the exception of grassing where irrigation is not provided.

C. Services:

1. Curb Removal and disposal
 - a. Provide pricing per the Bid Form
 - b. Saw cut and/or remove curbing at joints cleanly so that edges are prepared for additional work.
 - c. Load and haul off site and dispose of legally.
2. Curb installation
 - a. Provide pricing per the Bid Form
 - b. If curbs are constructed over existing pavement use steel dowels and reinforcing steel or adhesive to anchor the curb to the existing pavement.
 - c. If steel dowels and reinforcing are used, anchor steel dowels in drilled holes with mortar made from equal parts in volume of portland cement and sand. You may use anchor bolts instead of anchored steel dowels if authorized.
 - d. If adhesive is used, remove all dust, loose material, or oil from the surface of the existing pavement by either wire brushing or blast cleaning.
 - e. Construct contraction and expansion joints at right angles to the line of curbs. Space contraction joints at 20-foot intervals. For curbs adjacent to existing concrete, align curb joints with existing concrete pavement joints.

- f. The top and face of the finished curb must be true and straight. The top surface of the curb must be uniform in width and free from humps, sags, or other irregularities. Check the top and face of curbs and surface of gutter for flatness with a 10-foot straightedge. No gaps greater than 0.01 feet are allowed except at grade changes or curves.
 - g. Clean any discolored concrete at your expense by abrasive blast cleaning or other authorized method.
- 3. Pavement removal and disposal
 - a. Provide pricing per the Bid Form
 - b. Load and haul off site and dispose of legally
- 4. Concrete flatwork
 - a. Provide pricing per the Bid Form
 - b. All concrete to be cured at 28 days as indicated on Bid Form
 - c. Concrete testing to be by owner
 - d. Concrete work shall be inclusive of topsoil removal and grading work not to exceed 1ft vertical drop in grade over 12ft horizontal
 - e. Construct expansion joints at:
 - i. All returns and opposite of expansion joints in adjacent curb
 - ii. Sixty-foot maximum intervals when no adjacent curb is present
 - f. Construct contraction joints to create 12 to 20 square foot rectangular patterns into the surface of sidewalks.
 - g. Construct contraction joints by scoring concrete with a grooving tool and rounding corners with an edger tool or saw cutting hardened concrete to a depth of at least 1 inch. Apply curing compound immediately to the exposed surfaces of sawcut joints.
 - h. Construct expansion joints at each side of a structure and at each end of a curb return using 1/4-inch-thick preformed joint filler. Finish concrete adjacent to expansion joints with an edger tool. Do not construct expansion joints closer than 20 feet to an island nose. Shape preformed joint filler to match surface contour of concrete.
 - i. Construct expansion joints by saw cutting through the full depth of the concrete cross section. The width of the sawcut must provide for a tight fit of the preformed joint filler.
 - i. If joint is cut before concrete has hardened:
 - i. Protect adjacent surfaces with close fitting, firmly supported shields.
 - ii. Complete sawcut and insertion of the preformed joint filler before curing concrete.
 - ii. If joint is cut after concrete has hardened:
 - i. Mortar preformed joint filler in place using heavy trowel pressure.
 - ii. Cover exposed portions of concrete in the vicinity of sawcut with an additional application of curing compound.
 - j. After concrete has cured, check joint filler for tight fit. If any loose joints are found, mortar joint in place and check after mortar has cured. Repeat as necessary to achieve a tight fit.
 - k. Install prefabricated detectable warning surface under manufacturer's recommendations.
 - l. Broom finish surface of sidewalk, gutter depression, curb ramp and

driveway. For surfaces used by pedestrians, apply broom finish perpendicular to the path of travel. You may apply water to the surface immediately before brooming.

- m. The finished surface must not vary more than 0.02 foot from a 10-foot straightedge except at grade changes.
 - n. Clean any discolored concrete at your expense by abrasive blast cleaning or other authorized method.
 - o. Driveways in ROW to be constructed per Rockdale Transportation or GDOT specification as needed
5. Saw cutting – provide pricing per the Bid Form
6. Fill material, GAB
- a. Provide pricing per the Bid Form
 - b. Haul in, place, and compact as needed for placement of concrete
 - c. GAB provided by contractor
7. Backfill material, topsoil
- a. Provide pricing per the Bid Form
 - b. Haul in and place as needed
 - c. Topsoil provided by contractor
8. Excavation of Unsuitable Materials
- a. Provide pricing per the Bid Form

General:

Purchase Price shall include delivery, F.O.B. Rockdale County, Conyers, GA 30012.

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR

State of Georgia)

County of Rockdale)

Marcus Mitchell, being first duly sworn, deposes and says that:

(1) He/She is President (owner, partner officer, representative, or

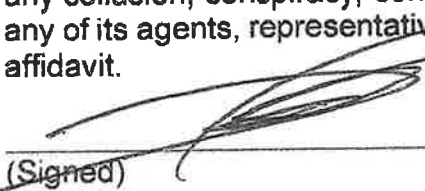
agent) of The M Mitchell Group, the Vendor that has submitted the attached ITB;

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

(3) Such ITB is genuine and is not a collusive or sham ITB;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or refrain from proposing 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 Vendor, firm or person to fix the price or prices in the attached ITB or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

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


 (Signed) _____

President
 (Title)

Subscribed and Sworn to before me this 22 day of August, 2023

Name Notary public
 Title Madison Scott Madison Scott
 My commission expires (Date) Oct. 2, 2028



N/A

**ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR**

State of Georgia)

County of _____)

_____, being first duly sworn, deposes and says
that:

(1) He/She is _____ (owner, partner officer, representative,
or

agent) of _____, the sub-contractor that has submitted the attached
ITB;

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

(3) Such ITB is genuine and is not a collusive or sham ITB;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affidavit, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive
or sham ITB in connection with the Contract for which the attached ITB has been submitted or
refrain from proposing 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 Vendor, firm or
person to fix the price or prices in the attached ITB or of any other Vendor, or to fix any overhead,
profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure
through any collusion, conspiracy, connivance or unlawful agreement any advantage against
Rockdale County or any person interested in the proposed Contract; and

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

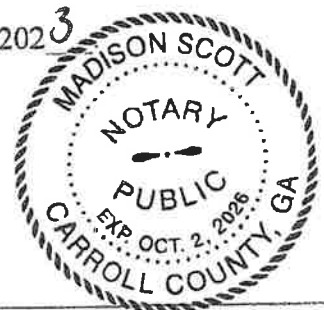
(Signed) _____

President

(Title)

Subscribed and Sworn to before me this 22 day of August, 2023

Name Madeline Scott



Title Notary Public Madison Scott
My commission expires (Date) Oct. 2, 2026



Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

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

836604
Federal Work Authorization User Identification Number

12/16/2014
Date of Authorization

The M Mitchell Group
Name of Contractor

ITB-23-12
Name of Project

Name of Public Employer

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

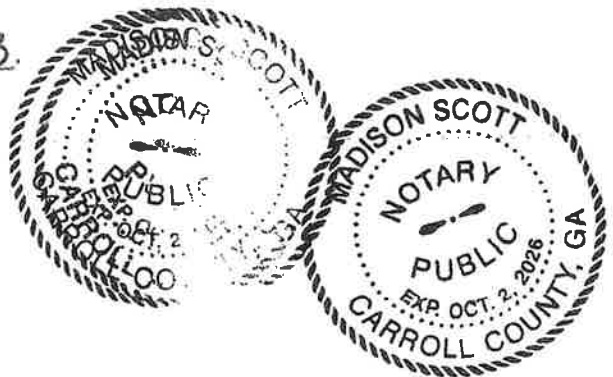
Executed on _____, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Maray Mitchell
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 22 DAY OF August, 2023.

Madise Scott
NOTARY PUBLIC
My Commission Expires: Oct 2, 2026



N/A

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC
My Commission Expires:

N/A

Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies it compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractors hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____

Affidavit Verifying Status for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I Marcus Mitchell. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) X I am a United States citizen

OR

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

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

08-22-23
Date


Signature of Applicant:

Marcus Mitchell
Printed Name:

*

Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
22 DAY OF August, 2023.

Madison Scott
Notary Public
My commission Expires: Oct. 2, 2026



*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

SUBCONTRACTORS

Instructions: Type or clearly print all information.

NAME, ADDRESS, & PHONE NUMBER OF SUBCONTRACTOR	SUBCONTRACT WORK ITEM	DOLLAR VALUE OF SUBCONTRACT WORK
1.		
2.		
3.		
4.		
5.		
6.		

Representative's Signature: _____

Date: _____


3/22/23

POST IN A CONSPICUOUS PLACE - NOT TRANSFERABLE

Business Tax #: 3362

CITY OF JONESBORO

1859 City Center Way
Jonesboro, GA 30236
PHONE (770) 478-3800

2023

OCCUPATIONAL TAX CERTIFICATE



THE M MITCHELL GROUP LLC
238 STOCKBRIDGE RD 201
JONESBORO, GA 30236

Code: 236
Date of Issue: 6/14/2023
Type of Business: CONSTRUCTION / ADMIN
OFFICE

In consideration of which City of Jonesboro has granted a Certificate for carrying on the business of:

THE M MITCHELL GROUP LLC

This license is valid until December 31, 2023.

Ricky L Clark, Jr., City Manager
Issuer

This certificate is not transferable and is subject to be revoked if abused.

Occupational Tax is levied for revenue purposes only and is not for regulatory purposes; nor is the payment of tax a condition precedent to the practice of any profession, trade or calling. Issuance of this certificate does not constitute approval by the city that the business activity or use of the property is permitted or complies with the City's Zoning Ordinance. Renewal returns shall be filed on or before March 15 of each year. Occupational Tax due from businesses continuing operation from the preceding year shall be considered delinquent if not paid by April 15 of each year. Notify this office of any changes in location or ownership.

---RECEIPT---

Fee Description		Fee Amount
RATE 03- 1.20	52,000.00	137.40
	Penalties	\$ 0.00
	Total Fees	\$ 137.40

Your Business License for the period January 01, 2023 - December 31, 2023 is attached

Total Fees paid for this year are, \$ 137.40

THE M MITCHELL GROUP LLC
LISA ELLIS
238 STOCKBRIDGE RD, STE 201
JONESBORO GA 30236



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2023

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 Insurance Associates Of Carrollton 103 Park Place Way Carrollton GA 30117	CONTACT NAME: Phillip Satterfield PHONE (A/C, No, Ext): (770) 838-4664 FAX (A/C, No): (770) 838-4661 E-MAIL ADDRESS: phillip@ia-carrollton.com														
INSURED The M Mitchell Group LLC 167 Watson St Carrollton GA 30117	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Evanston Insurance Company</td><td></td></tr><tr><td>INSURER B: Progressive</td><td></td></tr><tr><td>INSURER C: Travelers AR</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company		INSURER B: Progressive		INSURER C: Travelers AR		INSURER D:		INSURER E:		INSURER F:	
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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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	3AA579357	06/27/2023	06/27/2024	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$	
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	959273520	06/27/2023	06/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	3400764A	06/27/2023	06/27/2024	EACH OCCURRENCE \$ 3,000,000.00 AGGREGATE \$ 3,000,000.00 \$	
C	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 Y	N/A	Y	6JUB-5N28359-4-21	12/17/2022	12/17/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

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

Rockdale County, GA is additional insured with respects general liability per blanket, business auto by endorsement. Umbrella follows form.

C-2023-171

CERTIFICATE HOLDER**CANCELLATION**

Rockdale County, Georgia 958 Milstead Ave Conyers GA 30012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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