



BALDWIN COUNTY REGULAR MEETING

April 01, 2025

1601 N Columbia St, Suite 220

6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

1. Invocation by Johnny Sanders, Flipper Chappel AME Church

PLEDGE OF ALLEGIANCE

PRESENTATIONS

2. Certificates of Recognition
Baldwin Bravettes - 2025 GHSA AAA Basketball State Runner Ups
Baldwin Braves - GHSA AAA Elite 8 Participation
3. LifeLink of Georgia Proclamation
4. Latonya Howell - Women's History Presentation

APPROVAL OF MINUTES

5. Approve March 18, 2025 regular meeting minutes and executive session minutes.
6. Approval of March 24, 2025 called commission meeting minutes and executive session minutes.

ADMINISTRATIVE/FISCAL MATTERS

7. Resolution R-2025-29 - a resolution to authorize mutual termination agreement with C & A Aviation, LLC for termination of the Operators Agreement at the Baldwin County Airport. - County Manager
8. Resolution R-2025-30 - a resolution to authorize an agreement with Wright Brothers, Inc. to furnish and install a new VFR HVAC system in the Baldwin County Sheriff's Office administrative building. - County Manager
9. Public Works Resurfacing Projects - accept bid from Pittman Construction Company. - County Manager

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

[10.](#) County Manager's Report.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

EXECUTIVE SESSION

11. Executive Session to discuss personnel and litigation

ADJOURNMENT

REMINDERS

April 15, 2025 - Commission Meeting - 6:00 PM - Suite 220, Government Center, 1601 North Columbia Street.

April 15, 2025 - Public Hearing - 5:00 PM - Suite 220, Government Center, 1601 North Columbia Street - amendments to Code of Ordinances Chapter 14 entitled *Animals*.

April 16, 2025 - Public Hearing for Sibley-Smith Industrial Park Sewer Grant Application - 11:00 AM - Suite 220, Government Center, 1601 North Columbia Street. This is a grant application public hearing not a commission meeting.

April 17, 2025 - all county non-emergency offices will close at 3:00 PM for Holy Thursday.

April 18, 2025 - all county non-emergency offices will be closed for Good Friday.

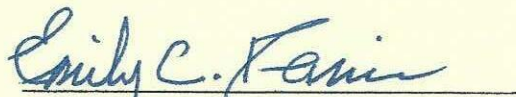
Certificate of Recognition

Baldwin County Board of Commissioners

Presented to

Baldwin Bravettes

In recognition of the Baldwin High School Bravettes being the 2025 Georgia High School Association AAA Basketball State Runner Ups.


Emily C. Davis, Baldwin County
Board of Commissioners



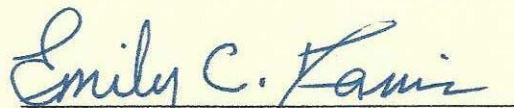
Certificate of Recognition

Baldwin County Board of Commissioners

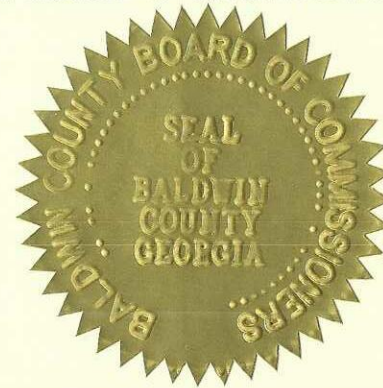
Presented to

Baldwin Braves

In recognition of the Baldwin High School Brave competing in the Georgia High School Associations AAA Elite 8 Tournament.



Emily C. Davis, Baldwin County
Board of Commissioners



PROCLAMATION

Baldwin County Board of Commissioners

WHEREAS, fact is often tragic, and the tragic fact is that men, women and children in America face the crippling uncertainty of good health and even life when they are betrayed by their own bodies as organs fail; and

WHEREAS, through decades of dedicated research, healthcare professionals have made organ, eye, and tissue donation a very real way for one person to continue their legacy on this Earth and to greatly enhance the life of others through an unparalleled act of generosity; and

WHEREAS, LifeLink of Georgia is this community's lifesaving doorway maximizing the gift of life with a vision dedicated to the recovery of organs and tissue that gives hope to patients and their families; and

WHEREAS, it is appropriate to highlight the valiant mission of LifeLink of Georgia and encourage each and every citizen in Baldwin County, in Georgia and in these United States, to acknowledge a precious gift they have and to consider giving that gift when they no longer need it.

NOW, THEREFORE, I, Andrew Strickland, as Chairman of the Baldwin County Board of Commissioners, do hereby proclaim the Month of April, 2025 as

Donate Life Month

in Baldwin County, Georgia to exalt the deeds of those individuals brave enough to donate life with organ, eye, and tissue donations.



Signed and sealed this first day of April, 2025.

Andrew Strickland, Chairman
Baldwin County Board of Commissioners



BALDWIN COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

March 18, 2025
1601 N Columbia St, Suite 220
6:00 PM

MINUTES

PRESENT

Andrew Strickland, Chairman
Kendrick Butts
Sammy Hall
Emily Davis, via telephone
Scott Little

OTHERS

Carlos Tobar
Dawn Hudson
Brandon Palmer
Bo Danuser

CALL TO ORDER

Commissioner Chairman Andrew Strickland called the meeting to order at 6:00 PM.

INVOCATION

Reverend Dr. Gloria Wicker said the prayer.

PLEDGE OF ALLEGIANCE

Commissioner Scott Little led the Pledge of Allegiance.

PRESENTATIONS

Chairman Strickland invited Baldwin County Firefighter Lt. John Suggs and his family to join him at the podium. Chairman Strickland read a peer review from the Baldwin County Fire Department highlighting the work Lt. Suggs did to better the fire department's operations and preparedness; he then made a statement thanking Lt. Suggs for leading by example and for his dedication to Baldwin County. Commission Chairman Strickland presented Lt. Scruggs with a Certificate of Recognition and a Medal of Honor.

The commissioners joined Lt. Suggs and his family at the podium for his recognition and photos.

The Certificate of Recognition was presented as follows:

Certificate of Recognition
Baldwin County Board of Commissioners
Presented to

Lt. John Suggs

In recognition of an employee who demonstrates his commitment to the safety of the citizens of Baldwin County and his fellow Baldwin County firefighters on a continual basis and to highlight a career based on professionalism, leadership, and a willingness to go above and beyond the call of duty.

s/ _____

Andrew Strickland, Chairman
Baldwin County Board of Commissioner

APPROVAL OF MINUTES

Commissioner Little made a motion to approve the February 20, 2025 commissioner retreat minutes. Commissioner Butts seconded the motion and the motion passed unanimously.

Commissioner Little made a motion to approve the March 4, 2025 work session minutes, regular meeting minutes and executive session minutes. Commissioner Butts seconded the motion and the motion passed unanimously.

ADMINISTRATIVE/FISCAL MATTERS

RESOLUTION R-2025-27

County Attorney Brandon Palmer stated Resolution R-2025-27 enacted a moratorium on solar projects, solar energy systems, and solar energy development for a period not to exceed six months or until an amendment is made to the solar energy development ordinance, and that this was discussed during the previous work session.

The resolution was presented as follows:

RESOLUTION NO. 2025-27

A RESOLUTION ENACTING A MORATORIUM ON SOLAR PROJECTS, SOLAR ENERGY SYSTEMS, AND SOLAR ENERGY DEVELOPMENT FOR A PERIOD NOT TO EXCEED SIX (6) MONTHS WHILE THE COUNTY CONSIDERS CHANGES TO ITS SOLAR ENERGY DEVELOPMENT ORDINANCE; TO PROVIDE FOR THE PURPOSE OF THE MORATORIUM, TO PROVIDE FOR FINDINGS OF FACT, IMPOSITION OF MORATORIUM, THE DURATION OF THE MORATORIUM; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, Baldwin County (the "County") is a duly formed political subdivision of the State of Georgia; and

WHEREAS, Baldwin County has been vested with substantial powers, rights and functions under Article IX, Sec. II, Par. I of the Georgia State Constitution to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the County; and

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other developmental approvals where exigent circumstances exist to warrant the same, pursuant to case law found at City of Roswell v. Outdoor Systems, Inc., 274 Ga. 130 (2001); Taylor v. Shetzen, 212 Ga. 101 (1955); Lawson v. Macon, 214 Ga. 278 (1958); and

WHEREAS, County staff is in the process of reviewing and preparing recommended changes to the County's Solar Energy Development Ordinance (Chapter 17 of The Code of Ordinances, Baldwin County, Georgia); and

WHEREAS, the Board of Commissioners of Baldwin County, Georgia ("the Board of Commissioners") is, and has been, interested in developing a cohesive and coherent policy regarding development in the County, and has intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the County as a whole; and

WHEREAS, the Board of Commissioners has always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, and the general welfare of the community and other public requirements; and

WHEREAS, it is the belief of the Board of Commissioners that the concept of "public welfare" is broad and inclusive and includes, but is not limited to, the valid public objectives of aesthetic conservation, preservation of the value of existing lands and buildings within the County, making the most appropriate use of resources, preserving existing neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the County; and

WHEREAS, the Board of Commissioners' desire to review and revise its Solar Energy Development Ordinance necessitates a cessation of the construction, installation, enlargement of, or alterations to solar projects, solar energy systems, and solar energy development and finds that such cessation is reasonable and in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Baldwin County, Georgia, and it is hereby resolved by authority of the same, as follows:

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Findings of Fact. The Board of Commissioners hereby makes the following findings of fact:
 - a. It appears that the County's Solar Energy Development Ordinance is in the process

- of being reviewed and revised by the County;
 - b. The County's ongoing revision of its Solar Energy Development Ordinance requires a cessation of the application for and issuance of any solar development permits, variances, or licenses or other permits pertaining to solar projects, solar energy systems, or other solar energy developments;
 - c. It is necessary and in the public interest to delay, for a reasonable time, the processing of applications for and the issuance of any solar development permits, variances, or licenses or other permits pertaining to solar projects, solar energy systems, or other solar energy developments, to ensure that the same are consistent with the long-term planning objectives of the County.
3. **Moratorium on Solar Energy Development.** The County does hereby enact a moratorium for an indefinite period, not to exceed six (6) months from the effective date of this Resolution, to allow the County Manager and staff to adequately study, review, evaluate, and devise a recommendation to the Board of Commissioners regarding revisions to the County's Solar Energy Development Ordinance. The duration of this moratorium shall be until the Board of Commissioners adopts a revision of the County's Solar Energy Development Ordinance or until the expiration of six (6) months from the date of adoption of this Resolution, whichever first occurs; or until such time as may be later set by the County.

During the moratorium period, no applications for any solar development permits, variances, licenses or other permits of any kind shall be accepted by the County or any of its Departments, Boards, or Committees pertaining to solar projects, solar energy systems, or other solar energy developments to be located or operated on any property located within the unincorporated area of Baldwin County, Georgia. Any such applications tendered and/or submitted to the County or any Department, Board, or Committee during this moratorium period shall not be accepted, considered, nor acted upon by the County, nor any Department, Board, or Committee thereof. Should an application be accepted, in error, during the moratorium period, such application shall be deemed null and void and have no effect whatsoever and shall constitute no assurance of any right to engage in any act or action related to the development of solar projects, solar energy systems, or other solar energy developments. Reliance on any such permit shall be unreasonable.

This moratorium shall have no effect upon approvals of solar development permits, licenses, or other permits for solar projects, solar energy systems, or other solar energy developments previously issued or as to development plans previously approved by the County prior to the effective date of this Resolution. Property owners who claim to have a vested right, pursuant to the laws of the State of Georgia, to obtain a solar development permit, license or other permit for solar projects, solar energy systems, or other solar energy developments must submit a written application for exception to the County Manager for submission and consideration by the County. The written application for exception must include verified supporting documentation of the facts and data that support their claim of vested right, and request for exception to the moratorium.

- 4. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 5. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 18th day of March, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser
Baldwin County Clerk

Commissioner Hall made a motion to approve the ordinance. Commissioner Butts seconded the motion.

There was a discussion about the concerns a solar farm would bring to Baldwin County including the cost of deconstructing and disposing the panels.

Chairman Strickland called for the vote and the motion passed unanimously.

RESOLUTION R-2025-28

County Manager Carlos Tobar discussed Resolution R-2025-28 stating staff had worked months to get the application together; the CDBG revitalization area was all of Oconee Heights. Mr. Tobar defined the boundaries of Oconee Heights and there was a discussion about the work being done, including the 11.8 million dollars that had already been spent in the area. Mr. Tobar stated the sewer line and two houses would be included in the grant application.

The resolution was presented as follows:

RESOLUTION NO. R-2025-28
A RESOLUTON OF THE BALDWIN COUNTY BOARD OF COMMISSIONERS TO AUTHORIZE AN
APPLICATOIN BE SUBMITTED TO THE GEORGIA DEPARTMEN OF COMMUNITY AFFAIRS
COMMUNITY DEVELOPMENTBLOCK GRANT FY2025 CYCLE

WHEREAS, the Georgia Department of Community Affairs has established the Community Development Block Grant program to assist cities and counties with improvements to public facilities, economic development, and housing in Georgia, and

WHEREAS, there exists in Baldwin County a need to provide water, sewer and housing improvements to the County's FY2025 CDBG Target Area,

NOW THEREFORE, BE IT RESOLVED by the Chair and Board of Commissioners that Baldwin County supports the application for FY2025 CDBG funds and that the County will apply for these funds for water, sewer improvements and housing improvements in the County's FY2025 CDBG Target Area. Baldwin County commits to the required cash match for the project, \$1,000 cash for the required audits and all additional cash and/or in-kind services needed to complete the project over the grant amount.

BE IT FURTHER RESOLVED that the Chair is authorized and directed to act as the official representative of Baldwin County, to act in connection with the application, to be responsible for compliance with the applicable state and federal requirements of the program, and to provide such additional information as may be required;

BE IT FURTHER RESOLVED that Chair is authorized to enter into agreements for engineering and grant administration services relating to the application and subsequent grant (if funded) and to execute the application and other required documents on behalf of the County including the grant award package (if funded);

BE IT FURTHER RESOLVED that Baldwin County commits to own, operate, and maintain all proposed water and sewer improvements;

BE IT FURTHER RESOLVED that Baldwin County hereby adopts the Citizen Participation Plan of the Georgia Department of Community Affairs to ensure public involvement in the CDBG process;

BE IT FURTHER RESOLVED that the County hereby acknowledges that the proposed project is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) and in accordance with the Georgia Department of Community Affairs' Section 3 Compliance Plan will to the greatest extent feasible, comply with all Section 3 requirements;

BE IT FURTHER RESOLVED that the County hereby acknowledges that the proposed project is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, Section 104(b)(2) of the Housing and Community Development Act of 1974, as amended, and Section 105(b)(3) of the National Affordable Housing Act of 1990 (NAHA). The County hereby commits to Affirmatively Furthering Fair Housing to the greatest extent feasible.

BE IT FURTHER RESOLVED that the County hereby acknowledges that the proposed project is subject to the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, Title II of the Americans with Disabilities Act of 1990 (ADA), and the Architectural Barriers Act of 1968. The County hereby commits to comply with all Section 504 requirements to the greatest extent feasible.

BE IT FURTHER RESOLVED that the proposed water, sewer improvements and housing improvements are in conformance with Baldwin County’s Comprehensive Plan and are not inconsistent with the County’s Service Delivery Strategy;

BE IT FURTHER RESOLVED that a true and dedicated commitment has been made to the project for the successful completion of the above improvements for the citizens, especially the low-to-moderate income citizens;

BE IT RESOLVED this 18th day of March, 2025.

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

Bo Danuser, County Clerk
Baldwin County Georgia

Commissioner Little made a motion to approve the resolution. Commissioner Butts seconded the motion and the motion passed unanimously.

LEAD SERVICE LINE INVENTORY FIELD INVESTIGATION

County Manager Carlos Tobar discussed the lead service line inventory field Investigation stating five bids were received and reviewed, with the engineer’s recommendation being to accept the bid from Utility Solutions of America, Inc.

There was a discussion about the lead line inventory including the purpose and scope of the work being done, the work would be county wide, the citizen received notice of the work being done, and water lines on the rights of way at the meter would be tested for lead content.

Commissioner Hall made a motion to accept the bid from Utility Solutions of America, Inc. and authorize a contract be prepared to present to the commission. Commissioner Little seconded the motion. The motion passed unanimously.

HVAC REPLACEMENT

County Manager Carlos Tobar discussed the need to replace the HVAC system at the Sheriff’s Department stating the new system would be more efficient and that he and staff were not recommending the low bidder but were recommending Wright Brothers.

There was a discussion about the HVAC replacement and that the low bidder was not always the best, the system would go from large units to several smaller ones, and that the new system should save money.

Commissioner Butts made a motion to accept the bid from Wright Brothers and to authorize a contract be prepared to present to the commission. Commissioner Little seconded the motion and the motion passed unanimously.

OLD BUSINESS

There was no old business.

NEW BUSINESS

Commissioner Butts stated that it was great to see the space X crew landed successfully.

COUNTY MANAGER'S REPORT

County Manager Carlos Tobar gave his manager's report stating there would be a public hearing for the Sibley-Smith sewer extension, the Fishing Creek Trail would go out to bid this week, staff would be meeting with the contractors for the ball field lighting, Oconee Heights playground had been installed, Coopers Park splash pad had been advertised, and the road resurfacing bids are due March 27th with an anticipated recommendation for April 1st and bid award on April 15th. Approximately 15 miles would be resurfaced.

PUBLIC COMMENT PERIOD

Clarence Hall addressed the commission expressing his concern that an injustice was done to Commissioners Butts on January 7th by him not being selected as chairman. He stated it was legal but not right. He thanked the commissioners for listening and asked them not to take it lightly.

Matt Roessing addressed the commission expressing his concern about House Bill 260 and removing the local representation from the Central State Hospital Local Redevelopment Authority. He addressed Commission Chair Strickland for speaking at the legislative hearing.

Commissioner Butts stated that he opposed the local legislation and there were concerns in the community - there were too many questions. He wanted to have a seat at the table and did not have any difficulty finding appointees for the board.

Commissioner Hall stated that Chairman Strickland did not say the commission approved the bill and that Chairman Strickland had a right to express his personal opinion.

Commissioner Davis stated that she concurred with Commissioner Butts and did not support the bill.

Commissioner Strickland recapped his address to the state legislature stating he made it clear he only spoke for himself.

Desiree Liggins addressed the commission expressing her concerns that Commissioners Butts and Davis did not get timely information. Ms. Liggins asked if the TSPLOST list and map were in the order they would be addressed and questioned the timing of waiting until March to let the bids. Ms. Liggins discussed animal control and that the feral cats needed to be caught and fixed.

Maurice Liggins addressed the commission giving an update on the 4-h summer camp scholarships he sponsored stating there were two positions still available for students grade 4 – 6. Mr. Liggins discussed road paving, the county's failure to better plan the bidding process, and choosing the roads and order for resurfacing.

Commissioner Little responded that the engineer prepared the list of streets and order for resurfacing and it was done strategically based on what was needed most.

EXECUTIVE SESSION

Commissioner Butts made a motion to go into closed session to discuss potential litigation. Commissioner Hall seconded the motion and the motion passed unanimously. The commissioners went into closed session at 6:57 PM.

Commissioner Little made a motion to return to open session. Commissioner Hall seconded the motion and the motion passed unanimously. The closed session was adjourned at 7:12 PM.

ADJOURNMENT

Commissioner Little made a motion to adjourn the meeting. Commissioner Butts seconded the motion and the motion passed unanimously.

The March 18, 2025 Baldwin County Commission meeting was adjourned at 7:15 PM.

Respectfully submitted,

Andrew Strickland, Chairman

Bo Danuser, County Clerk



BALDWIN COUNTY BOARD OF COMMISSIONERS CALLED MEETING

March 24, 2025
1601 N Columbia St, Suite 220
2:00 PM

MINUTES

PRESENT

Chairman Andrew Strickland
Kendrick Butts
Sammy Hall
Emily Davis
Scott Little

OTHERS

Carlos Tobar
Dawn Hudson
Brandon Palmer
Bo Danuser

CALL TO ORDER

Baldwin County Commission Chairman Andrew Strickland called the called commission meeting to order at 2:00 PM.

EXECUTIVE SESSION

Commissioner Little made a motion to enter into an executive session at 2:00 PM. Commissioner Butts seconded the motion and the motion passed unanimously.

The commission entered into closed session at 2:00 PM.

Commissioner Little made a motion to reconvene in open session. Commissioner Davis seconded the motion and the motion passed unanimously.

The commission returned to open session at 3:39 PM.

ADMINSITRATIVE/FISCAL MATTERS

AQUATIC PARK

County Manger Carlos Tobar discussed the Aquatic Center Standard Operating Procedures Manual. He stated due to weather they were behind schedule and other construction projects and had no idea when they could open the aquatic park. Mr. Tobar gave information about the development of the standard operating procedure and that recreation staff had reviewed the procedure manual. Mr. Tobar asked the commissioners for comments.

There was a discussion about the aquatic park that included:

- the fees needed to be included in a separate fee schedule
- increasing the age of guardianship from 16 to 18 and reducing the number of people the guardian could be responsible for

- removing reference to wages because that would fall under the county's pay schedule and under seasonal pay
- deciding the opening date of the aquatic park and whether to open it before it was complete or wait until it was complete and have a grand opening
- getting updated procedures from Dublin with any amendment they may have made after operating their aquatic park
- setting maximum numbers for park attendance
- managing behavior of patrons
- providing information about procedures, rules and regulations in a booklet or pamphlet format
- posting proper signage
- having procedures in place for park rental during hours and after hours
- hiring lifeguards
- the concession stand
- ordering equipment including lounge chairs, tables, and umbrellas
- setting an opening date for next year
- the slide and splash pads would not be ready by Memorial Day
- hiring staff and lifeguards
- contracting out the operations of the pool and concession stand
- hiring an Aquatics Director and that it would not fall upon the Recreation Director to manage the aquatic park
- discussion returned to contracting out management of the park for the first year
- involving the recreation staff in the development of the policy manual
- reaching out to the Middle Georgia Consortium for hiring and training staff and lifeguards
- correcting mis references and typographical errors
- setting up a recreation committee meeting to address needed changes
- editing the procedures

Commissioner Little made a motion to table the adoption of the Aquatic Facility Standard Operating Procedures. Commissioner Butts seconded the motion and the motion passed unanimously.

There was a discussion about doing a site visit.

ADJOURNMENT

Commissioner Little made a motion to adjourn the called commission meeting. Commissioner Hall seconded the motion and the motion passed unanimously.

The meeting was adjourned at 4:02 PM.

Respectfully submitted,

Andrew Strickland, Chairman

Bo Danuser, County Clerk

RESOLUTION NO. 2025-29

A RESOLUTION TO AUTHORIZE MUTUAL TERMINATION AGREEMENT WITH C & AVIATION, LLC FOR TERMINATION OF THE OPERATOR'S AGREEMENT DATED MAY 16, 2017 AS AMENDED

WHEREAS, the Baldwin County Board of Commissioners (County) and the C & A Aviation, LLC (Operator) now wish to terminate the Operator's Agreement, along with all amendments, for services related to the operation of the Baldwin County Regional Airport; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Baldwin County, Georgia, and it hereby resolved by authority of the same, as follows:

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization the Mutual Termination of Agreement.** The Board of Commissioners hereby authorizes the Mutual Termination Agreement with C & A Aviation, LCC for services related to the operation of the Baldwin County Regional Airport dated May 16, 2017.
- 3. Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the termination of the Baldwin County Regional Airport Operator's Agreement.
- 4. Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 5. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 6. Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 1ST day of April, 2025.

[SIGNATURE PAGE FOLLOWS]

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

DATE ADOPTED _____

[SEAL]

MUTUAL TERMINATION OF AGREEMENT

THIS MUTUAL TERMINATION OF AGREEMENT (“Termination”) entered into this _____ day of April, 2025, by and between **BALDWIN COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the County, and **C & A Aviation, LLC**, hereinafter known as the Operator.

WITNESSETH:

WHEREAS, the County and Operator entered into an Operator’s Agreement dated May 16, 2017, which has been subsequently amended three times, for services to be performed related to the operation of the Baldwin County Regional Airport (hereinafter "Agreement"); and

WHEREAS, the County and Operator now wish to plan for the termination of the Agreement and release and surrender each and every covenant, restriction, condition, obligation, provision and benefit that may have been created by or may arise under the Agreement;

WHEREAS, the County desires to publish an invitation for bids for an operator of the Baldwin County Regional Airport;

NOW, THEREFORE, for and in consideration of One Dollar, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Operator hereby agree as follows:

1. Both the County and Operator hereby represent that they have full power, authority and capacity to make this Termination and that they have not sold, assigned or otherwise transferred, or pledged or otherwise hypothecated, any of the interests, rights or benefits that they previously had, now have, or may ever become entitled to under or with respect to the Agreement.
2. The County shall publish a request for proposals for all interested persons and entities to apply to operate the Baldwin County Regional Airport. The termination of the Agreement contemplated herein shall take effect immediately upon the County adopting and entering into a new contract with the selected proposal for such applicant to operate the Baldwin County Regional Airport.
3. Both the County and Operator hereby mutually agree and declare that upon the County entering into a new contract with an operator of the Baldwin County Regional Airport, the Agreement shall terminate and of no further force or effect. The County and Operator mutually release, relinquish, surrender, terminate and forever discharge each and every right, claim, damage, obligation, benefit, encumbrance, suit, debt, sum of money, account, reckoning, covenant, contract, promise, demand, cause of action and right of process or lawsuit, at law or in equity, contingent or otherwise, to which they have been, are now, or may ever become entitled under or with respect to the Agreement.
4. The County shall ensure that the Operator will receive market value compensation, either through direct payment by the County or through the purchase by the new operator, for all supplies, fuel, and equipment inventories obtained specifically for the operation of the Baldwin County Regional Airport. The payment shall be made at the time the Agreement is terminated.

- 5. This Termination shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the Parties.
- 6. If any provision or portion of this Termination shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
- 7. This Termination may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.
- 8. This Termination is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the Parties.
- 9. This Termination shall be governed by and interpreted in accordance with the laws of the State of Georgia, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in the Superior Court of Baldwin County, Georgia. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

IN WITNESS WHEREOF, the County and Operator have executed and delivered this Termination as of the day first above written.

BALDWIN COUNTY, GEORGIA (SEAL)

 Honorable Andrew Strickland
 Chairman, Baldwin County Board of Commissioners

Signed, sealed, and delivered
 This ____ day of April, 2025.
 In the presence of:

 Notary Public {SEAL}

My Commission expires: _____

[SIGNATURE PAGE CONTINUES]

C & A AVIATION, LLC (SEAL)

BY: _____

Its: _____

Signed, sealed, and delivered
This ____ day of April, 2025.
In the presence of:

Notary Public {SEAL}

My Commission expires: _____

RESOLUTION NO. 2025-30**A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH WRIGHT BROTHERS, INC. TO FURNISH AND INSTALL A NEW VFR HVAC SYSTEM IN THE BALDWIN COUNTY SHERIFF'S OFFICE ADMINISTRATION BUILDING**

WHEREAS, the Baldwin County Board of Commissioners have been informed of the dire need to replace the HVAC system in the Baldwin County Sheriff's Office administration building; and

WHEREAS, competitive bids were solicited with Wright Brothers, Inc. proposal deemed to have a superior design and high cooling capacity with their recommendation of a new Variable Refrigerant Flow HVAC system; and

WHEREAS, On March 18, 2025, during a commission meeting duly assembled and advertised, the Baldwin County Board of Commissioners approved the acceptance of the bid proposal submitted by Wright Brothers, Inc. and authorized an agreement be prepared with Wright Brothers, Inc. to replace the current HVAC system in the law enforcement administrative offices, and

WHEREAS, the aforementioned agreement is hereby attached and by reference duly incorporated and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Baldwin County, Georgia, and it hereby resolved by authority of the same, as follows:

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of Agreement.** The Board of Commissioners hereby authorizes an agreement with Wright Brothers, Inc to replace the air handling system in the law enforcement administrative offices.
- 3. Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate this agreement with Wright Brothers, Inc. and to take all action necessary in conformity therewith.
- 4. Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

- 5. **Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 6. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 1st day of April, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

DATE ADOPTED _____

[SEAL]

AGREEMENT FOR FURNISHING AND INSTALLATION OF VRF HVAC SYSTEM

This Agreement, entered into and effective this ___ day of April 2025, by and between Baldwin County, Georgia, hereinafter referred to as the “County”, and Wright Brothers, Inc., a private contractor hereinafter referred to as the “Contractor”.

WITNESSETH:

WHEREAS, the County is authorized to enter into agreements for the delivery of various services pursuant to Article 9, Section 4, Paragraph 2 of the Constitution of the State of Georgia, regarding the provision of services; and

WHEREAS, the County has sought the furnishing and installation of a new HVAC system for the Baldwin County Sheriff’s Office Administration Building; and

WHEREAS, Contractor is qualified to perform such work as stated in Exhibit “A” for a fee of four hundred fifty-nine thousand four hundred and twenty-six dollars (\$459,426.00); and

WHEREAS, the County wishes to retain the services of the Contractor to provide those necessary services; and

WHEREAS, the County and the Contractor desire by this writing to set forth the terms of this Agreement for the Contractor to perform all functions outlined in the Scope of Services as outlined in the RFP and within this Agreement.

NOW THEREFORE, the parties do hereby agree as follows:

- 1.

The preamble is incorporated herein by reference as if fully set forth herein.

- 2.

Contractor shall serve as an independent contractor.

3.

Each employee of the Contractor that performs services as defined in the Scope of Services shall hold such certifications that shall afford him the ability to provide such services as agreed upon by the County and Contractor.

4.

Contractor shall provide the County with the services and in accordance with the specifications described in the "Scope of Services", attached hereto as Exhibit "A" in exchange for a fee of four hundred fifty-nine thousand four hundred and twenty-six dollars (\$459,426.00). No other expenses or allowances are anticipated or allowed except those covered in this Agreement. Contractor shall complete the project within sixty (60) days from the start of the project. The project shall start no later than MAY 5th, 2025. Noncompliance with this timetable shall be grounds for termination of this Agreement.

5.

Contractor shall not subcontract any part of the services or work contemplated to be performed by Contractor under this Agreement, unless agreed to in writing by the County. Should any part of the services or work contemplated herein be subcontracted, an Affidavit of the Contractor to the County shall be provided attesting that all subcontractors and vendors have been paid in full and that there are no outstanding claims for payment against the County or the project, and that no liens for performance of services or provision of materials have been filed against the County or County property which have not been satisfied.

6.

Upon execution of the Agreement, Contractor shall furnish payment and performance bonds as required by applicable law.

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7.

Contractor shall at all times during the term of this Agreement maintain, at their sole expense, in full force and effect Employer’s Liability, Workmen’s Compensation, Public Liability and Property Damage insurance, including contractual liability coverage required for compliance with Federal, State, and local licensing requirements. All insurance shall be by insurers and for policy limits acceptable to the County. Upon execution of this Agreement, Contractor agrees to furnish the County with a certificate or certificates proving that such insurance is in force. The certificate shall contain the following express obligation: “This is to certify the policies of insurance for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days’ prior written notice will be given to the certificate holder.” For the purpose of this Agreement, Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence
Property Damage Liability Except Automobile	\$1,000,000 each occurrence
Automobile Bodily injury & Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence

The insurance policy or policies shall name the County as an additional insured.

8.

Should Contractor violate any term or provision of this Agreement and fail to remedy the same within ten (10) days' notice after default, the County may immediately terminate this Agreement without penalty to the County.

9.

Notices pursuant to this Agreement shall be given by certified mail, return receipt requested or statutory overnight delivery, addressed as follows:

COUNTY: Baldwin County, Georgia
Attn: County Manager
1601 N. Columbia St.,
Milledgeville, GA 31061

CONTRACTOR: Wright Brothers, Inc.
3335 N. Expy
Griffin, GA 30223

In the event Contractor leaves or abandons the address set forth above or previously provided to the County, Contractor agrees that the Georgia Secretary of State is authorized to act as its agent for service of process or any notices contemplated herein. Contractor expressly waives any right to personal service or the right to challenge the existence of jurisdiction or validity of any judgment entered upon default which has followed service pursuant to this Section.

10.

This Agreement may not be assigned, modified, or amended, in whole or in part, except by written consent of the parties hereto. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

11.

The County assumes no liability whatsoever for any acts or omissions arising from Contractor's performance of its obligations under this Agreement. Contractor shall indemnify, defend, and hold harmless the County and its departments, agencies and instrumentalities, and all of its respective officers, directors, members, employees, and agents from and against any and all claims, suits, judgments, liability, demands, losses, penalties, fines, torts, settlements, court costs, costs, or expenses, including reasonable attorneys' fees and other costs of litigation including expert witnesses, arising out of bodily injury, personal injury, and property damage arising out of or resulting from any alleged act or omission occurring in the performance of Contractor's duties under this Agreement or any alleged act or omission on the part of the Contractor, its agents, employees, or others working at the direction of the Contractor or on its behalf, or due to any breach of this Agreement by Contractor, or due to the application or violation of any applicable Federal, State, or local law, rule, or regulation. County or its insurer may litigate, compromise, or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, without the Contractor's consent. The indemnification obligation set forth in this section shall survive the termination of the Agreement or Contractor's performance hereunder and the dissolution or, to the extent allowed by law, the bankruptcy of Contractor. Whenever Contractor is obligated to defend the County or any other indemnitee pursuant to this Agreement, Contractor shall use counsel selected or approved by the County.

12.

This Agreement and the Exhibits attached hereto constitute the full and complete understanding and agreement of the parties hereto, with respect to all matters contained herein;

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and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to take from, add to, or alter the terms of this Agreement.

13.

This Agreement shall be binding on the County and Contractor, as well as their assigns and successors in interest.

14.

There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors in interest and permitted assigns), any rights, remedies, obligations, or liabilities.

15.

The laws of the State of Georgia shall govern the validity, interpretation, performance, and enforcement of this Agreement. Further, to the extent any provision of this Agreement conflicts with the enabling legislation or any ordinances of the County, the enabling legislation or ordinances shall control.

16.

In the event any dispute arises concerning performance or nonperformance hereunder, the parties agree that venue for any dispute related to this Agreement shall be the state and federal courts with jurisdiction over Baldwin County, Georgia. Contractor waives any objection to jurisdiction or venue being exercised by, or present in, the Superior, State, or Magistrate Courts of Baldwin County, Georgia and such federal courts with jurisdiction over Baldwin County, Georgia. The prevailing party shall be entitled to recover costs and expenses actually incurred, including

reasonable attorneys' fees. County shall also have the exclusive right, but not the obligation, to require that disputes hereunder be submitted to binding arbitration.

17.

All rights, powers, and privileges conferred hereunder upon the County shall be cumulative, but not restrictive to those given by law.

18.

In all instances where Contractor is required by the terms and provisions of this Agreement to do any act at a particular indicated or referenced time or within any indicated or referenced period, it is understood and agreed that time is of the essence.

19.

The person executing this Agreement on behalf of the Contractor warrants and represents that he or she is fully authorized to do so. Contractor stipulates that it and the person executing this Agreement on its behalf have been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.

20.

Each person executing or attesting this Agreement warrants and represents that he or she has been afforded an adequate opportunity to read this Agreement, and that all of the information contained herein is true and accurate to the best of his or her knowledge.

21.

This Agreement may be executed in counterparts, and each counterpart, and all counterparts together, shall constitute the original Agreement.

22.

No waiver of any default hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and only for the time and to the extent therein stated. One or more waivers by a party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

23.

The invalidity or partial invalidity of any portion of this Agreement shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties have executed these presents or caused these presents to be executed under seal by their duly authorized representatives on the date first above written.

[SIGNATURE PAGE FOLLOWS]

BALDWIN COUNTY, GEORGIA (SEAL)

Honorable Andrew Strickland
Chairman, Baldwin County Board of Commissioners

ATTEST:

Bo Danuser
Baldwin County Clerk

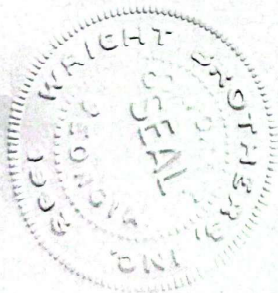
DATE ADOPTED _____

WRIGHT BROTHERS, INC. (SEAL)



By: BLAKE Yancey

Title: VP





3335 N EXPY
GRIFFIN, GA 30223
770-467-8469

**Design Build Bid for VRF HVAC System for
Sherriff's Office Administration Building**

Scope of Project

Furnish and Install VRF Heat Recovery Systems for Administration

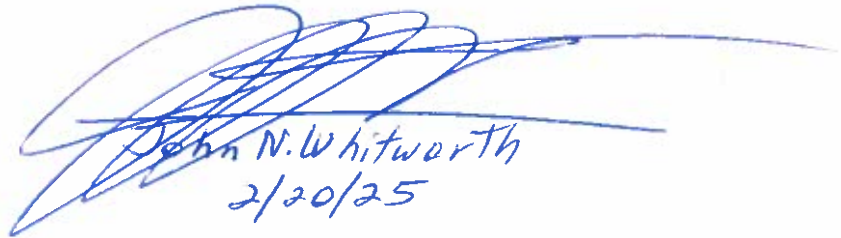
Price includes:

1. 1 – 10 ton DOAS Outside Air split system unit to include condensing unit and air handler located in the existing equipment room which includes a 1,200 - cfm outside air louver located above the air handler door.
2. Using existing duct distribution system to provide outside air into each room.
3. Each office will have a transfer duct to provide for meeting the ASHRAE 15 standard. According to ASHRAE Standard 15, up to 26 lbs. of R410a per 1,000 cubic feet of occupied space is allowed.
4. 2 – 12 ton VRF Heat Recovery condensing units to provide cooling for the administration areas.
5. Extending concrete walkway to accommodate new units.
6. 32 – Ceiling Cassettes for areas noted on attached Engineered Drawing.
7. 1 – ducted air handler for rooms 114,138, 139 & 140.
8. Wall mounted unit for the computer server room.
9. Room 138 Evidence room to include a 200 - cfm exhaust fan for the 'fumes'.
10. Replace existing 850 cfm exhaust fan for the bathrooms.
11. Room 140 to include a dehumidifier for the armory.
12. Condensate drains to provide for removal of all condensate.
13. BMS control panel for VRF System.
14. Electrical disconnects for each piece of equipment (both indoor and outdoor units).
15. Test and Balance included.
16. Stamped Engineered Drawing included at end of project by PE.
17. Demolition of existing outside condensing unit and air handler located in the equipment room.
18. Total Price of Project is \$446,045.00 (including sales tax)
19. Performance Bonding (if required) an additional \$13,381.00

- 20. All Contractors are licensed by State of Georgia including PE Engineer.
- 21. jwhitworth@wrightbrothersinc.com
- 22. Project timeline 45-60 days from start of project. Start date based on equipment availability.

References

- AT AX 1. Sameer Shah (404-316-2810) – Project Engineer ALPLA McDonough. 3 story North American office VRF HVAC Retrofit.
- AX 2. Sjoerd Van Keulen (470-526-4565) – Maintenance Supervisor American Woodmark Jackson, GA 1 story administration office VRF HVAC Retrofit.
- 9 out of 10 TEN 3. Lee Boesch (520-262-9550) – Engineering Manager Caterpillar Hodges, SC 1 story office VRF HVAC Retrofit.


John N. Whitworth
2/20/25

**Baldwin County Board of Commissioners
BID #4210-25-LMIG PUBLIC WORKS RESURFACING PROJECTS
BID OPENING 3/27/2025 AT 10:00 AM**

COMPANY	BID AMT
Garrett Paving	\$5,118,540.93
Reeves	\$5,499,981.60
Pittman Construction	\$4,614,179.69
Platinum Paving	\$6,002,883.00



Baldwin County Board of Commissioners
1601 N Columbia St, Ste 230, Milledgeville, GA 31061
Phone: 478-445-4791 Fax: 478-445-6320

INVITATION TO BID

Sealed Envelope shall be marked with the following information:
PUBLIC WORKS RESURFACING PROJECTS
BID #4210-25-LMIG OPENING: 10:00 AM March 27, 2025

SCHEDULE OF EVENTS FOR BID # 4210-25-LMIG	
NO PRE-BID MEETING	
Deadline for requests for clarifications and questions. These requests must be emailed to: bwood@baldwincountyga.com	3:00 PM March 19, 2025
Clarifications, modifications and/or answers will be posted on the Baldwin County's website: www.baldwincountyga.com	3:00 PM March 20, 2025
Sealed bids will be accepted until the opening date and time. Any late submittals received will not be considered. Submittals are to be delivered to Baldwin County Board of Commissioners, 1601 N Columbia St, Ste 230, Milledgeville, GA 31061.	10:00 AM March 27, 2025
THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD	
COMPANY NAME: PITTMAN CONSTRUCTION COMPANY	DATE: 3/27/25
MAILING ADDRESS: P.O. Box 155	PHONE: 770-922-8660
CITY: Conyers	FAX: N/A
STATE: Georgia	SSN OR FEDERAL TAX ID: 58-0838416
ZIP: 30012	TITLE OF AUTHORIZED REPRESENTATIVE: President
EMAIL: apittman@pittman-construction.com	AUTHORIZED SIGNATURE: <i>[Signature]</i>
PRINTED NAME: Louie A Pittman III	

COPY

BID #4210-25-LMIG

OPENING: 10:00 AM March 27, 2025

BID SUBMITTAL CHECKLIST**Important Instructions:**

- I. One unbound original and one bound copy of the bid are required to be submitted marked with the bid number, opening time and date on the outside of a sealed envelope and must be typewritten or printed in ink.
- II. All documents below must be included when you submit your bid package **in the order as listed below.** Failure to submit any of items marked below with an asterisk (*) shall cause rejection of the Bid and shall not be considered a minor irregularity.

DOCUMENTATION DESCRIPTION

- * Solicitation Form (page 1 of this document)
- * Addenda (if applicable)
- * Any Requested Documents in Bid Specifications
- * W-9 Form

PUBLIC WORKS RESURFACING PROJECTS
BID #4210-25-LMIG OPENING: 10:00 A.M. March 27, 2025

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SECTION I – GENERAL OVERVIEW

A. PURPOSE

BID NOTICE FOR BALDWIN COUNTY 2025 LMIG ROAD RESURFACING

Sealed bids, for furnishing all materials, labor, tools, equipment and appurtenances necessary for the improvement and rehabilitation of various road surfaces in Baldwin County will be received at the Baldwin County Commissioners Office, 1601 N Columbia St, Ste 230, Milledgeville, Georgia, until 10:00 AM, local time, on March 27, 2025, and then at said office publicly opened and read aloud. No bid may be withdrawn after the closing time for the receipt of bids for a period of ninety (90) calendar days.

The work to be done consists of furnishing all materials and equipment and performing all labor necessary to rehabilitate, resurface and restripe approximately 36.46 miles of roads and all incidental work required.

Plans, specifications and contract documents will be on file at the purchasing office, 1601 N Columbia St, Ste 230 in the Baldwin County Commissioners Office, Milledgeville, Georgia and available for download on the Baldwin County website: www.baldwincountyga.com

The Contractor shall be a current “Prequalified Contractor” with the Georgia Department of Transportation, Office of Contract Administration. A copy of the Contractor’s “Notice of Contractor Qualification” as issued by the Georgia Department of Transportation must be submitted with the bid.

The successful bidder shall commence work with an adequate force and equipment by April 28, 2025 as specified by Baldwin County and complete the work within the time specified under respective contract documents.

Owner’s Right: Contracts shall be awarded to the lowest responsible and responsive bidder whose combined bid meets the requirements and criteria set forth in the advertisement for bids; provided, however, that if the bid from the lowest responsible and responsive bidder exceeds funds budgeted for one or both contracts, respective governmental entity may negotiate with such apparent low bidder to obtain a contract price within the budgeted amount. Such negotiations may include changes in the scope of work and other bid requirements. Baldwin County reserves the right to reject any or all bids, to waive informalities.

Baldwin County
Audrey Gatliff
Purchasing Coordinator

B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

1. Bids Submission

- a. These instructions will bind Bidders to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual bid. These instructions are to be considered an integral part of the bid.
- b. The Submittal Checklist must be reviewed and the Bidder is to comply with the order of the submittal of documents.
- c. One (1) bound complete copy and one (1) clearly marked “Original” of the bid documents must be submitted typewritten or printed in ink. All bids must be filled out legibly with all changes or corrections must be initialed by the person signing the bid. The bid must be manually signed.
- d. The person, firm or corporation submitting the bid must submit it in a sealed envelope/parcel on or before the date and time stated in this document. The name of the Bidder must be shown in the upper left corner of the bid envelope and the words “BID Response” in the lower left corner. **The envelope shall be mailed or delivered to:**

BALDWIN COUNTY BOARD OF COMMISSIONERS
1601 N COLUMBIA ST, STE 230
MILLEDGEVILLE, GA 31061
BID # 4210-25-LMIG
PUBLIC WORKS RESURFACING PROJECTS
Opening: 10:00 AM, MARCH 27, 2025

- e. Bids may be submitted by mail, common carrier or delivered in person. Fax or electronic bids are not acceptable. It shall be the duty of each Bidder to ensure that their bid is delivered within the time and at the place prescribed in this document. Bids received prior to the time fixed in this bid document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the Baldwin County Board of Commissioners Office. Any bid received at the office designated in this document after the exact time and date specified, will not be considered. If a late bid is received via carrier, it will be marked “late bid” and will not be opened. If a late bid is hand delivered, it will be returned unopened to the presenter.
- f. At the date and time specified for the opening of the bid, the bid shall be publicly opened and read aloud for the information of Bidders and others present.
- g. If descriptive literature is attached to the bid, your firm’s name must be on all sheets submitted.
- h. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Bid request. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from obligations in respect to the bid submittal or the compliance of the terms, conditions and requirements of the bid.
- i. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on page one of this bid documents and provide a completed W9 form to be submitted with the bid.
- j. The authorized representative whose signature will appear on the bid submitted certifies that the Bidder has carefully examined the instructions of this bid and the terms and specifications applicable to and made a part of this bid. The Bidder further certifies that the prices shown on the Bid Price Submittal Form is in accordance with the conditions, terms and specifications of

- the bid and that any exception taken thereto may disqualify the bid.
- k. Bids shall be made on the enclosed form if a form is provided.
 - l. Any documentation submitted with or in support of a bid or bid shall become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential”, “Proprietary”, or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

2. Preparation of Bids

- a. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification in any way after the deadline for the bid opening.
- b. Unit price must be shown on the Bid Cost Submittal Form in this document. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the Bidder’s request and expense if items are not destroyed by testing.
- e. Full identification of each item bid upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the Bidder is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective Bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. Final determination of equivalency will be determined by Baldwin County.

3. Clarification and Communication to County Concerning Bid

- a. From time to time, the Purchasing Department may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, Addenda. Although Baldwin County will take reasonable steps to ensure that known perspective Bidders have all applicable addenda, **it is the ultimate responsibility of the Bidder to ensure that they have all applicable addenda prior to the bid/bid submission. Therefore, we encourage all Bidders to frequently review the County’s web site: www.baldwincountyga.com . All addenda forms must be signed and submitted with the bid.** Failure to respond to any addenda or requests for clarification, even after the bid opening, may result in a non-responsive bid.
- b. The successful firm’s bid and all addenda will become a part of the agreement resulting from this document.
- c. Bidders seeking an award of a Baldwin County contract **shall not** initiate or continue any verbal or written communication regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Department between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. **EXCEPTION** to the above would be emailing request for clarification and/or questions to the Purchasing

Department: agatliff@baldwincountyga.com

4. **Pre-Bid Conference**

The Pre-Bid Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the "Schedule of Events" of this bid. Unless indicated otherwise, attendance is not mandatory; although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award.

5. **Rejection and Withdrawal of Bids**

- a. Withdrawal of bid due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight hour period.
- b. The County will make a recommendation of the bid/bid to the Board of Commissioners within 60 days from date of the opening.
- c. The County may reject all or part of the bid/bid within 60 days of bid opening.

6. **Bid and Contract Documents**

- a. A bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder.

Corporation: If the Bidder is a corporation, the Corporate Certificate (Attachment C) must be completed. This certificate must be executed under the corporate seal by a duly authorized officer of the corporation. If the Bidder is a corporation, the bid must be submitted in the name of the Corporation, not simply the corporation's trade name. In addition, the Bidder must indicate the corporate title of the individual signing the bid.

Partnership: If the Bidder is a partnership, all partners must sign the bid with a letter of a partnership certification statement (Attachment C) on company letterhead that they are all the partners. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term – The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the Time Line Schedules submitted by the successful Consultant.

7. **Exceptions and Omissions**

If exceptions are taken to any portion of these specifications, such exception must accompany the bid and must be in writing. If any feature normally included in a complete job of this nature is omitted from these specifications, it too must be so stated in writing and be included with the bid.

8. **Alterations of Solicitation and Associated Documents**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the Bidder's solicitation response. If there are "exceptions" or comments to any of the solicitation

requirements or other language, then the Bidder may make notes to those areas, but may not materially alter any document language.

9. Cost Incurred by Vendors

All expenses involved with the preparation and submission of the bid to the Baldwin County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

10. Codes, Permits, Fees, Licenses and Law

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidder. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. **Effective July 1, 2008:** All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.
- c. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a bid to the County contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance. Such attestation(s) shall be maintained and may be inspected by the County at any time. An affidavit of such compliance included with the bid, must be signed by the contractor, and will become part of the contract.

11. Safety

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

12. Design, Standards and Practices

Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

13. Statement of Warranty

A Statement of Warranty should include all applicable manufacturers' warranty and/or the Contractor's warranty in regards to **LABOR WILL BE ¹ ~~3~~ YEARS** workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

14. Non-collusion

By submitting a bid in response to this solicitation, the Bidder represents that in the preparation and submission of this bid, said Bidder did not either directly or indirectly, enter into any combination or

arrangement with any person, Bidder, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

15. Nondiscrimination

Notwithstanding any other provision of this Agreement, during the performance of this Agreement Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

16. Drug Free Workplace Certification

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor’s employees during performance of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free work place shall secure from that subcontractor the following written certification:
“As part of the subcontracting agreement with (Contractor’s name), (Subcontractor’s name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3”.
- c. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made false certification hereinabove; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

17. Georgia Security and Immigration Compliance Act

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between Baldwin County and the successful Contractor.

18. Systematic Alien Verification for Entitlements (SAVE) Program

Since a contract has been deemed a “public benefit,” the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SAVE) Program. This

program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The contractor must execute a SAVE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government has to run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SAVE program.

19. Delivery and F.O.B. Destination

- a. All prices shall include shipping and delivery cost to our destination; F.O.B., Baldwin County, Georgia, unless otherwise requested. The Bidder shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, Bidder shall supply all materials required. The County will grant no allowance for boxing, crating or delivery unless specifically provided for in this bid. The Bidder shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The County desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a bid. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

20. Discounts

Cash discounts for early payment (i.e. 2%-10) or Net 30 terms should be shown separately, even if terms are Net.

21. County's Tax Exemption

Baldwin County is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by Baldwin County. Exemption certificates furnished upon request.

22. Award of Contract

- a. Baldwin County desires to complete the award process in a timely manner. Baldwin County reserves the right to reject or accept any or all bid/bids, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of bid(s) selection which would be the most advantageous to the County with price and other factors considered. Baldwin County may elect to waive any technicalities. The bid will be awarded to the lowest responsive, responsible or highest scored Bidder(s), if awarded.
- b. Baldwin County reserves the right to reject any bid if the evidence submitted by or investigation of, the Bidder fails to satisfy the County that the Bidder is properly qualified to carry out the obligations of the Contract. If the successful Bidder defaults on their bid, an award may be made to the next low responsive and responsible Bidder.
Responsibility - The determination of the Bidder's responsibility will be made by the County based on whether the Bidder meets the following minimum standard requirements:
 - Maintains a physical location presence and permanent place of business.
 - Has the appropriate and adequate technical experience required.
 - Has adequate personnel and equipment to perform the work expeditiously
 - Able to comply with the required or proposed delivery and installation schedule.
 - Has a satisfactory record of performance.
 - The ability of Bidder to provide future maintenance and service for the use of the contract under consideration.

- Has adequate financial means to meet obligations incidental to the work.
- Such other factors as appear to be pertinent to either the bid or the contract.

Responsiveness - The determination of the Bidder's responsiveness will be made by the County based on a consideration of whether the Bidder has submitted complete bid documents meeting bid requirements without irregularities, excisions, special conditions, or alternatives bids for any item unless specifically requested in the bid solicitation.

- c. Baldwin County is subject to making records available for disclosure after the Board of Commissioners approval of the recommendation. The award shall be made by the Board of Commissioners of Baldwin County. No claim shall be made by the selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the bid. The total of the awarded contract shall not exceed the available funds allocated for the bid project.

23. Local Vendor Privilege *NOT ON PUBLIC WORKS PROJECTS*****

24. County Direction of Project Site and Monitoring of Work

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of Baldwin County. The Contractor shall provide and make available an appointee to Baldwin County for project coordination and supervision of Bidder installation personnel. Coordination consist of meeting with the Baldwin County representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Bidder will promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether or not fabricated, installed, or completed. The successful Bidder will bear all costs of correcting such rejected work.
- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation is completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fails to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of Baldwin County facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- e. All information disclosed by Baldwin County to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor during the course of performing such work is to be kept strictly confidential.

25. Indemnification

- a. The vendor that is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Baldwin County and its elected and appointed officers,

employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Baldwin County and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

- b. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor.

26. Controlling Law, Venue

Any dispute arising as a result of this bid and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Baldwin County, Georgia. This Agreement shall be governed by the applicable laws of the County of Baldwin and the State of Georgia. Any dispute arising out of the agreement, this bid solicitation, its interpretations, or its performance shall be litigated only in the County of Baldwin Judicial Courts.

27. Contractor as Independent Contractor

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of County. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

28. Assignment

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of Baldwin County.

29. Performance of Contract

- a. Baldwin County reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the Bidder's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this bid solicitation. The Contractor covenants with the County to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the County,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

30. Default and Termination

a. Termination by Contractor

The agreement resulting from this bid shall be subject to termination by Contractor in the event

of any one or more of the following events: The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

b. **Termination by County**

The agreement resulting from this bid shall be subject to termination by the County at any time in the opinion of the County; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the County's reasonable satisfaction, the County shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the County, the County may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the County.
- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved bid specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unreasonably delayed.
- (6) Should the successful Bidder fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the County reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Contractor agrees by its bid submission that the County's decision is final and valid.

c. **Force Majeure**

Neither party shall be held to be in breach of the Agreement resulting from this bid, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

d. **Waiver**

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

31. Invoices

Invoices and/or statements should not be faxed but originals must be mailed directly to:
Baldwin County Board of Commissioners
1601 N Columbia St, Ste 230
Milledgeville, GA 31061

The following information must appear on all invoices submitted:

- Name and address of successful Bidder;
- Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
- Baldwin County's Purchase Order Number and Bid Package number;
- Invoices shall be based upon actual services rendered, actual work performance and/or products delivered.

32. Payment

Payment shall be tendered to the successful Bidder upon acceptance and approval by the County for satisfactory compliance with the general terms, conditions and specifications of the bid; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

BALDWIN COUNTY RESERVES THE RIGHT TO RETAIN TEN PERCENT (10 %) OF THE PROJECT COST UNTIL FINAL INSPECTION AND ACCEPTANCE OF THE WORK IS PERFORMED BY COUNTY.

SECTION II – SPECIFICATIONS

EXHIBIT A

BALDWIN COUNTY PUBLIC WORKS RESURFACING BID TABULATION SHEET (7 PAGES) – COMPLETE, SIGN AND SUBMIT

EXHIBIT B-

SPECIAL PROVISIONS FOR COUNTY ROAD MAINTENANCE CONTRACTS TRAFFIC CONTROL (1 PAGE)

EXHIBIT C-

CHIP SEAL SPECIFICATIONS (4 PAGES)

NOTE BELOW EXHIBITS NOT ENCLOSED IN PACKET CAN BE FOUND ON GDOT

EXHIBIT D

**GA DEPARTMENT OF TRANSPORTATION SECTION 402
HOT MIX RECYCLED ASPHALTIC CONCRETE**

EXHIBIT E

**GA DEPARTMENT OF TRANSPORTATION SECTION 413
BITUMINOUS TACK COAT**

EXHIBIT F

**GA DEPARTMENT OF TRANSPORTATION SECTION 652
PAINTING TRAFFIC STRIP**

EXHIBIT G

**GA DEPARTMENT OF TRANSPORTATION SECTION 653
THERMOPLASTIC TRAFFIC STRIPES**

EXHIBIT H

**GA DEPARTMENT OF TRANSPORTATION SECTION 611
RELAYING, RECONSTRUCTING, OR ADJUSTING TO GRADE OF
MISCELLANEOUS ROADWAY STRUCTURES**

ALL GDOT SECTIONS ARE LISTED ON WEBSITE BELOW:

www.dot.ga.gov/PartnerSmart/Business/Forms/DOT%202001.pdf

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT A

CONTRACTOR'S LICENSE CERTIFICATIONS

CONTRACTORS'S NAME: PITTMAN CONSTRUCTION COMPANY

CONTRACTOR'S LICENSE NUMBER: GCCO 005789

UTILITY CONTRATOR'S LICENSE NUMBER: UC 300236

EXPIRATION DATE OF LICENSE: GC 6/30/26 UC 4/30/25 (reapplied 3/25)

I certify that the above information is true and correct and that the classification noted is applicable.

Signed *Louis A. Pittman III*

Printed Louis A Pittman III

Date: 3/27/25



SECTION III – ATTACHMENTS/FORMS

ATTACHMENT B

INSURANCE REQUIREMENTS

CONTRACTOR INSURANCE REQUIREMENTS

Contractor's Insurance Provisions: During the life of the contract and for such additional time as may be required, the contractor will provide, pay for, and maintain in full force and effect the insurance outlined here for coverage at not less than the prescribed minimum limits of liability, covering the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Certificate of Insurance: Before starting work, the contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will be cancelled, non-renewed, or materially changes by endorsement or through issuance of other policy(ies) of insurance without 60 days advance written notice to:

**BALDWIN COUNTY BD OF COMMISSIONERS
1601 N COLUMBIA ST, STE 230
MILLEDGEVILLE, GA 31061**

Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.

The acceptance of delivery by the owner of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the owner that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If the contractor fails to maintain the insurance as set forth here, the owner will have the right, but not the obligation, to purchase said insurance at the contractor's expense. Alternately, the contractor's failure to maintain the required insurance may result in termination of this contract at owner's option.

Insurance Primary: All coverage required of the contractor will be primary over any insurance or self-insurance program carried by the owner.

No Reduction or Limit of Obligation: By requiring insurance, the owner does not represent that coverage and limits will necessarily be adequate to protect the contractor. Insurance affected or procured by the contractor will not be reduce or limit the contractor's contractual obligation to indemnify and defend the owner for claims or suits which result from or are connected with the performance of this contract.

Duration of Coverage: All required coverage will be maintained without interruption during the entire term of this contract and following final acceptance of the property by the owner.

Subcontractors' s Insurance: The contractor will cause each sub-contractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Insurance Limits and Coverage: To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverages of Insurance Service Office (ISO) policies, forms, and endorsements.

If the contractor has any self-insured retentions, or deductible under any of the following minimum required coverages, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductible and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductible will be the contractor's sole responsibility.

Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits and coverages:

Minimum Limits: \$1,000,000 each occurrence
 \$2,000,000 general aggregate with dedicated limits per project site
 \$2,000,000 products and completed operations aggregate

Worker's Compensation: The contractor will maintain workers' compensation and employer's liability insurance.

Minimum limits: Workers' compensation -- statutory limit
 Employer's liability:
 \$1,000,000 bodily injury for each accident
 \$1,000,000 bodily injury by disease for each employee
 \$1,000,000 bodily injury disease aggregate

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT C

**CORPORATE CERTIFICATE
Corporations**

I, Jennifer Pittman Cantrell, certify that I am the Corporate Secretary (title) of the Corporation named as Contractor in the forgoing Bid; that Louie A Pittman III, who signed said Bid on behalf of the Contractor of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of Georgia.
This 27th day of March, 20 25.



(Corporate Seal must be affixed above)

Jennifer Pittman Cantrell
(Printed Name)
[Signature]
(Signature)

Partnership or other entities:

I, _____, certify that I am authorized to sign to commit _____ named a Contractor in the foregoing Bid. That said company is formed under the laws of the State of _____.
This _____ day of N/A, 20 _____.

(Printed Name)

(Signature)

(NOTE: It is necessary to attach to the bid submittal, a letter on company letterhead and dated on or after the date of this certificate stating that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact).

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT D

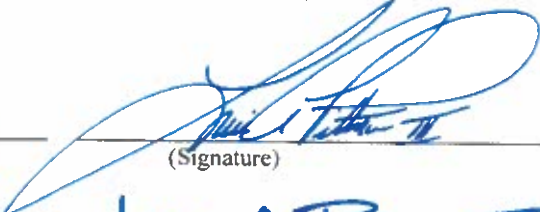
BID AUTHORIZATION AFFIDAVIT

STATE OF GEORGIA
COUNTY OF BALDWIN


BEFORE ME, the undersigned authority a Notary Public in and for the State of Georgia, on this day personally appeared Louis A Pittman III who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by Pittman Construction Company hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this Agreement, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

<u>Pittman Construction Company</u> (Company)	 (Signature)
<u>1487 Farmer Road</u> (Address)	<u>Louis A Pittman III</u> (Printed Name)
<u>Conyers GA 30012</u> (City, State, Zip)	<u>President</u> (Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS 27th day of March 2025


Notary Public in and for the State of Georgia



(Seal)
(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)


SECTION III – ATTACHMENTS/FORMS

ATTACHMENT E

NON-CONFLICT OF INTEREST

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Louise A Pittman III (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Baldwin County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature: 

Type Name: Louise A Pittman III

Title: President

Firm Address: 1487 Farmer Road, Conyers GA 30012



SECTION III – ATTACHMENTS/FORMS

ATTACHMENT F

BIDDER'S QUALIFICATION SHEET

Page 1 of 2

COMPANY NAME: PITTMAN CONSTRUCTION COMPANY
 NAME Louie A Pittman III TITLE President
 ADDRESS 1487 Farmer Road CITY Coyers ST GA ZIP 30012
 PHONE 770-922-8660 FAX N/A E-MAIL apittman@pittman-construction.com

1. Number of years experience Bidder has providing products/services as per specifications. 141 years
2. The Contractor shall be a current "Prequalified Contractor" with the Georgia Department of Transportation, Office of Contract Administration. A copy of the Contractor's "Notice of Contractor Qualification" as issued by the Georgia Department of Transportation must be submitted with the bid.
3. Name and address of government agencies/companies in the past five (5) years that you have provided products/services as per specifications. Indicate date/year of contracts and person to contact for reference. Bidder must complete all information below.
4. Number of employees specifically hired by Bidder to provide product(s) and/or services as specified in this document. Supervisory 10 Laborers 160 Other 40
5. Please list four (4) references of current customers who can verify the quality of service your firm provides. Each bidder is required that 2 of the (4) references must be on prior **Asphalt Overlay Projects**. The County prefers customers of similar size and scope of work to this bid.

REFERENCE ONE

Government/Company Name Athens Clarke County Government
 Address 120 W Doughtry Street Athens GA 30601
 Contact Person and Title Jason Mize, Pavement Coordinator
 Phone 762-400-7814 Fax N/A
 Contract Period July 24 - March 25 Scope of Work Mill, Resurface, Patch, traffic Stripe Roads

REFERENCE TWO

Government/Company Name Greene County Government
 Address 1700 W Broad Street Greensboro GA 30642
 Contact Person and Title Scott Allen Public Works Director
 Phone 706-453-3342 Fax N/A
 Contract Period March 23 - July 23 Scope of Work Mill, Resurface, Patch, Pave, Traffic Stripe

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT F

BIDDER'S QUALIFICATION SHEET

Page 2 of 2

REFERENCE THREE

Government/Company Name Baldwin County Government

Address 1601 N. Columbia Street Suite 230 Milledgeville, GA 31061

Contact Person and Title Brian Wood, County Engineer

Phone 478-445-4791 Fax N/A

Contract Period March 23 - July 23 Scope of Work Chipseal, Patch, Pave, Stripe

REFERENCE FOUR

Government/Company Name Putnam County Government

Address 115 West Forrest Street Eatonton, GA 31024

Contact Person and Title Anthony Frazier, Public Works Director

Phone 706-485-8817 Fax N/A

Contract Period Dec 24 - Current Scope of Work FDR, Patch, Pave, Stripe

Information of Person who prepared this form:

Matthew K. Baker

Assistant Vice President

Printed Name

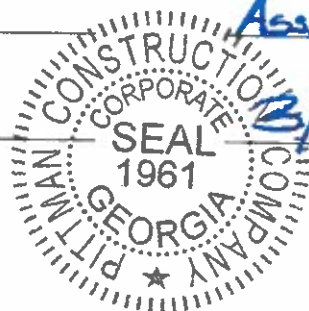
Title

Matthew K Baker

3/27/2025

Signature

Date





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

April 11, 2024

CERTIFICATE OF QUALIFICATION
Vendor ID: 2PI780

Pitman Construction Company, Inc.
1487 Farmer Road
Conyers, GA 30012

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue stated above and cancels and supersedes all Certificates previously issued:

MAXIMUM CAPACITY RATING: \$981,100,000.00

CERTIFICATE EXPIRES: March 31, 2026

PRIMARY WORK CLASS/CODE: 400

SECONDARY WORK CLASS(ES)/CODE(S): 150, 163, 205, 209, 310, 439, 441, 452 and 652

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

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

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Patrick Allen, P.E.
Chairman, Prequalification Committee/Contractors

PA:TKA

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

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pittman Construction Company

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)
Note: Check the appropriate box to the line above for the tax classification of the single-member owner. Do not check another LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
*Apply to accounts established outside the U.S.

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 155

6 City, state, and ZIP code
Conyers, GA 30012-0155

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number
[] - [] - [] [] [] [] [] [] []

OR
Employer identification number
58 - 0838418

Part II Certification

Under penalties of perjury, I certify that:

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

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

Signature of U.S. person *[Signature]* Date *Aug 19, 2024*

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT G

EXCEPTIONS TO SPECIFICATIONS SHEET

If there are any exception(s) or clarification(s) taken to the Specifications set forth in this Bid use this sheet and list the specification's description and page number to which you are taking an exception. ANY exception(s) to the Bid Specifications shall be explained in full. Baldwin County will determine the Bidder's compliance with the bid requirements based on the information submitted and its exceptions to the Specifications. Attach additional pages if more space is needed.

Item Description and Page Number	Description of Exception
Warranty Pg. 8 Par 13	In regards to Labor Will be (1) ONE
	Year

PITTMAN CONSTRUCTION COMPANY

Company Name: _____

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT H

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT AND AGREEMENT**

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 the Baldwin County Board of Commissioners 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:

232323

Federal Work Authorization/ E-Verify User Identification Number

01/01/07

Date of Authorization

PITTMAN CONSTRUCTION COMPANY

Name of Contractor

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

Executed on March 27, 20 25 in Conyers (city), GA (state).

Matthew Baker

Signature of Authorized Officer or Agent

Matthew Baker Assistant Vice President

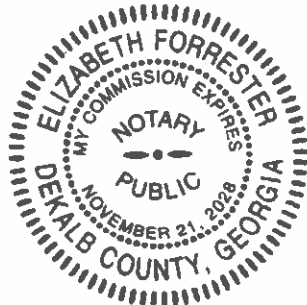
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 27th DAY OF March, 20 25.

[Signature]
NOTARY PUBLIC

My Commission Expires:

11/21/28



SECTION III – ATTACHMENTS/FORMS

ATTACHMENT I

SAVE AFFIDAVIT

REQUIRED FOR LOCAL GOVERNMENT THAT MUST BE EXECUTED BY ANYONE ENTERING INTO A CONTRACT WITH A LOCAL GOVERNMENT

STATE OF GEORGIA
BALDWIN COUNTY

By executing this affidavit under oath, as an applicant for a Baldwin County, Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits," I am stating the following with respect to my ability to enter into a contract with Baldwin County:

Louie A Pittman III
[Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity]

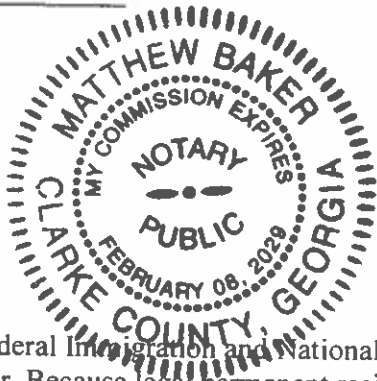
As a representative of: Pittman Construction Company
(Name of the business, corporation, partnership, or other private entity)

- 1) 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 O.C.G.A. § 16-10-20.

This 27th day of March, 2025
Signature of Applicant: [Signature]
Printed Name: Louie A Pittman III

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
27th DAY OF March, 2025
[Signature]
Notary Public
My Commission Expires: Feb 08, 2029



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

Alien Registration number for non-citizens: *

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT J

PROPOSAL

Baldwin County Georgia
2025 Public Works Resurfacing Projects

Place: Baldwin County Commissioners, Milledgeville, Georgia

Date: March 27, 2025

Time: 10:00 AM

Proposal of PITTMAN CONSTRUCTION COMPANY (hereinafter called "Bidder") a corporation organized and existing under the laws of the State of Georgia a partnership, or an individual doing business as N/A

To: Baldwin County Board of Commissioners
1601 N Columbia St, Ste 230
Milledgeville, Georgia (hereinafter called "Owners")

Ladies and/or Gentlemen,

The bidder, in compliance with your invitation for Bids and having examined the plans and specifications with related contract documents and the site of the work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of the materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

The bidder agrees to commence work on or April 28, 2025 and to fully complete the work by December 31, 2025, as stipulated in the specifications.

The bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day beyond the completion date.

Bidder assumes the responsibility to download all addenda published on the Baldwin County website prior to submittal of his Bid, and accepts that failure to acknowledge receipt of each and every addendum individually as grounds for finding the Bid non-responsive. Bidder hereby acknowledges receipt of the following addenda:

No Addendas

The unit and lump sum prices shown shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days after the scheduled closing time for receiving bids.

The bidder understands that the Owners reserve the right to reject any or all bids and to waive any informalities in the bidding.

The bidder understands the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided in the specifications.

The bidder understands that the Owner reserves the right to reduce this project by as much as 25% through the reduction of line item quantities. This option may be exercised to bring the project cost within the Owner's budget.

The bidder hereby agrees to commence work under this contract with adequate forces and equipment on the date specified and to fully complete the work by the date specified.

The bidder further agrees that, in case of failure on his part to execute the contract agreement and bonds within fifteen (15) days after notification of award of the contract, the Bid Bond or Certified Check accompanying his bond and the monies payable thereon, shall be paid into the funds of the owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the Bidder according to the general provisions.

Attached hereto is a bid bond of 5% OR certified check 5% of Bid for the sum of 5% of Bid Dollars (\$ _____) according to the conditions of the general provisions.

PITTMAN CONSTRUCTION COMPANY

Bidder

[Signature]
By Loisic A Pittman III

President
Title



BID BOND

Travelers Casualty and Surety Company of America
Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)

Pittman Construction Company
P.O. Box 155
Conyers, GA 30012-0155

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)

Baldwin County Board of Commissioners
1601 North Columbia St, Ste 230
Milledgeville, GA 31061

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

BID # 4210-25-LMIG PUBLIC WORKS RESURFACING PROJECTS

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

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

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

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

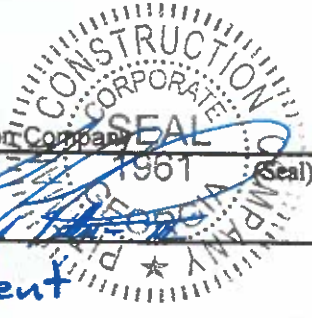
Signed and sealed this 27th day of March, 2025

Matthew Baker
(Witness) Matthew Baker

Lena Lawson
(Witness) Lena Lawson

Pittman Construction Company
(Principal) _____
By: [Signature]
(Title) President

Travelers Casualty and Surety Company of America
(Surety) _____
By: [Signature]
(Title) Daniel Yates Attorney-in-Fact



The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

Item 9.

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Daniel Yates of Atlanta, GA their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 4th day of March, 2024.



State of Connecticut

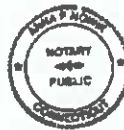
City of Hartford ss.

By: *Bryce Grissom*
 Bryce Grissom, Senior Vice President

On this the 4th day of March, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this March 27, 2025



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT K

CONTRACT

BID NUMBER 4210-25-LMIG	COMMODITY PUBLIC WKS RESURFACING	BID CLOSING DATE/TIME March 27, 2025 10:00 AM
ISSUE DATE	DEPARTMENT PUBLIC WORKS	CONTRACT ADMINISTRATOR BRIAN WOOD

It is understood and agreed that this bid constitutes an offer, which when accepted in writing by the Baldwin County Board of Commissioners, Baldwin County, Georgia, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Baldwin County, Georgia.

It is understood and agreed that we have read the County's specifications shown or referenced herein and this bid is made in accordance with the provisions of such specifications. By our written signature on this bid, we guarantee and certify that all items included in this bid meet or exceed any and all such County specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications.

NAME AND ADDRESS OF FIRM:
PITTMAN CONSTRUCTION COMPANY

Telephone No.: 770-922-8660

Fax No.: N/A

1487 Farmer Road
Conyers GA 30012

E-mail: apittman@pittman-construction.com

Federal Identification No.: 58-0838416

State of Georgia Reg. No. N/A

(If applicable)

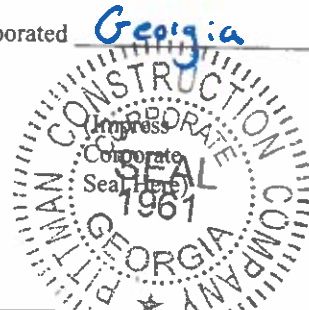
CHECK ONE: INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION X


(Vendor) Legally Authorized Signature

State in which incorporated Georgia

3/27/25
Date

Louis A Pittman III, President
Print Name and Title



ACCEPTANCE AGREEMENT – Baldwin County, Georgia

(This is not an order)

CONTRACT NUMBER: _____ DATE: _____

Accepted as to Items (s) Indicated: _____

Chairman, Board of Commissioners

Date

Item 9.

West Valley Drive (FROM Paneras Road TO Hwy 243): Length 10,613 ft, Width 20 ft (23,585 sy)

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Overlay	402-3100	2595	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
Striping	652-2501	4.02	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	4.02	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	20	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White

Additional Comments: County forces to install 6" GAB base gravel.

Dud Ave (FROM Wolverine Street TO Park Ave): Length 317 ft, Width 17 ft (600 sy)

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Overlay	402-3100	66	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
Striping	653-1704	20	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White

Additional Comments: County forces to install 6" GAB base gravel.

Railroad Street/Drive (FROM 5th Street TO Dead End): Length 1426 ft, Width 20 ft (3169 sy)

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Overlay	402-3100	349	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
Patching	402-1802	150	TONS	19mm Recycled asphalt incl bitum matt and H lime 4" Depth
Bitum Tack Coat	413-1000	127	GAL	0.04 Gal/SY
Striping	652-2501	0.54	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	0.27	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	10	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White

Additional Comments:

State Dairy Farm Road (FROM Hwy 49 TO City Limits): Length 6072 ft, Width 22 ft (14843sy)

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Surface Treatment/Chip Seal	424-6089	14,843	SY	See specifications
Striping	652-2501	2.3	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	2.3	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	10	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
Raised Pavement Markers	654-1001	162	EA	Type 1 (Glued) RPM's every 75 feet

Additional Comments:

Davis Street/Court (FROM Lee Street TO Frazier Drive): Length 486 ft, Width 20 ft (1080 sy)

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Overlay	402-3100	119	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
Patching	402-1802	50	TONS	19mm Recycled asphalt incl bitum matt and H lime 4" Depth
Bitum Tack Coat	413-1000	44	GAL	0.04 Gal/SY
Striping	652-2501	0.18	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	0.18	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	20	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White

Additional Comments:

Lee Laurel Road (FROM Hwy 24 Jule Ingram Road): Length 16,310 ft, Width 23 ft (41,682 sy)

ITEM #:	QUANTITY:	UNITS:	NOTES:
402-3100	4585	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
402-1802	500	TONS	19mm Recycled asphalt incl bitum mat and H lime 4" Depth
413-1000	1719	GAL	0.04 Gal/SY
652-2501	12.9	L. MILE	Solid Traffic Edge Stripe, 5 in White
652-2502	12.9	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
653-1704	20	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
654-1001	910	EA	Type 1 (Glued) RPM's every 75 feet
653-0120	4	Each	Thermoplastic Type 2 Turn Arrow

Additional Comments: Paving and patching to end just past Jule Ingram Road where the existing chip seal ends. Striping and raised pavement markers to be applied to the entire road.

Green Acres Subdivision (FROM Allen Memorial Drive TO Ivey Drive): Length 13,728 ft, Width 20 ft (30,507 sy)

ITEM #:	QUANTITY:	UNITS:	NOTES:
402-3100	3356	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
402-1802	600	TONS	19mm Recycled asphalt incl bitum mat and H lime 4" Depth
413-1000	1221	GAL	0.04 Gal/SY
652-2501	5.2	L. MILE	Solid Traffic Edge Stripe, 5 in White
652-2502	5.2	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
653-1704	220	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White

Additional Comments:

Leroy Oliver Drive (FROM Allen Memorial Drive TO Shanna Drive): Length 2200 ft, Width 20 ft (4899 sy)

ITEM #:	QUANTITY:	UNITS:	NOTES:
402-3100	538	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
652-2501	0.83	L. MILE	Solid Traffic Edge Stripe, 5 in White
652-2502	0.42	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
653-1704	30	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White

Additional Comments: County forces to install 6" GAB base gravel.

Lee Street/Davis Street (FROM Lee Drive TO Jackson Street): Length 4977 ft, Width 20 ft (11,060 sy)

ITEM #:	QUANTITY:	UNITS:	NOTES:
402-3100	1217	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
402-1802	300	TONS	19mm Recycled asphalt incl bitum mat and H lime 4" Depth
413-1000	443	GAL	0.04 Gal/SY
652-2501	1.89	L. MILE	Solid Traffic Edge Stripe, 5 in White
652-2502	1.89	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
653-1704	20	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
611-8050	14	EA	Adjust Manhole Frame to Grade
611-8140	6	EA	Adjust Valve Box to Grade

Additional Comments:

Item 9.

Ellis Ave (FROM Youngblood Road TO Towns Court): Length 920 ft, Width 19 ft (1943 sy)

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Overlay	402-3100	214	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
Patching	402-1802	100	TONS	19mm Recycled asphalt incl bitum matt and H lime 4" Depth
Bitum Tack Coat	413-1000	82	GAL	0.04 Gal/SY
Striping	652-2501	0.34	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	0.34	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	20	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
Manhole	611-8050	2	EA	Adjust Manhole Frame to Grade
Additional Comments:				

Towns Street/Johnson Ave (FROM Youngblood Road TO Jenkins Ave): Length 2500 ft, Width 18 ft (5000 sy)

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Overlay	402-3100	550	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
Patching	402-1802	200	TONS	19mm Recycled asphalt incl bitum matt and H lime 4" Depth
Bitum Tack Coat	413-1000	223	GAL	0.04 Gal/SY
Striping	652-2501	0.95	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	0.95	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	20	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
Manhole	611-8050	4	EA	Adjust Manhole Frame to Grade
Additional Comments:				

Irby Street (FROM Allen Memorial Drive TO Ellis Street): Length 1892 ft, Width 20 ft (4205 sy)

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Overlay	402-3100	463	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
Patching	402-1802	200	TONS	19mm Recycled asphalt incl bitum matt and H lime 4" Depth
Bitum Tack Coat	413-1000	168	GAL	0.04 Gal/SY
Striping	652-2501	0.72	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	0.36	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	10	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
Manhole	611-8050	5	EA	Adjust Manhole Frame to Grade
Water Valve	611-8140	1	EA	Adjust Valve Box to Grade
Additional Comments:				

Nelson Road (FROM Hwy 212 TO Old Monticello Road): Length 17,477 ft, Width 20 ft (38,838sy)

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Overlay	402-3100	4272	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
Full Depth Reclamation	301-5000	38,838	SQ YDS	Entire length of road. See attached mix design.
Bitum Tack Coat	413-1000	1554	GAL	0.04 Gal/SY
Striping	652-2501	6.62	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	6.62	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	20	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
Raised Pavement Markers	654-1001	466	EA	Type 1 (Glued) RPM's every 75 feet
Additional Comments:				

Item 9.				
TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Surface Treatment	424-6089	2889	SY	Stone size 5, 7 and 89, GP 1 or 2 with sand seal
Striping	402-1812	109	TONS	9.5 mm recycled asphalt superpave @ 75 lbs/sy
Striping	653-1704	10	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White

Additional Comments:

Sidney Butte Road (FROM Hwy 24 TO Dead End): Length 1300 ft, Width 16 ft (2312 sy)				
TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Triple Surface Treatment	424-6089	5280	SY	Stone size 5, 7 and 89, GP 1 or 2 with sand seal
Leveling	402-1812	200	TONS	9.5 mm recycled asphalt superpave @ 75 lbs/sy
Striping	652-2501	0.9	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	0.45	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	10	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White

Additional Comments:

Oglethorpe Ave (FROM Allen Memorial Drive TO 3rd Street): Length 1426 ft, Width 20 ft (3169 sy)				
TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Overlay	402-3100	349	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
Patching	402-1802	200	TONS	19mm Recycled asphalt incl bitum matt and H lime 4" Depth
Bitum Tack Coat	413-1000	127	GAL	0.04 Gal/SY
Striping	652-2501	0.54	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	0.51	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	10	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
Manhole	611-8050	3	EA	Adjust Manhole Frame to Grade
Water Valve	611-8140	2	EA	Adjust Valve Box to Grade

Additional Comments:

Central Ave (FROM 1st Street Drive TO Dead End): Length 1109 ft, Width 20 ft (2465 sy)				
TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Overlay	402-3100	272	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
Patching	402-1802	200	TONS	19mm Recycled asphalt incl bitum matt and H lime 4" Depth
Bitum Tack Coat	413-1000	100	GAL	0.04 Gal/SY
Striping	652-2501	0.42	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	0.42	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	30	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
Manhole	611-8050	1	EA	Adjust Manhole Frame to Grade

Additional Comments:

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Play	402-3100	491	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
Ching	402-1802	250	TONS	19mm Recycled asphalt incl bitum matt and H lime 4" Depth
Bitum Tack Coat	413-1000	180	GAL	0.04 Gal/SY
Striping	652-2501	0.76	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	0.76	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	30	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
Manhole	611-8050	2	EA	Adjust Manhole Frame to Grade
Additional Comments:				

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Overlay	402-3100	104	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
Patching	402-1802	50	TONS	19mm Recycled asphalt incl bitum matt and H lime 4" Depth
Bitum Tack Coat	413-1000	38	GAL	0.04 Gal/SY
Striping	652-2501	0.16	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	0.16	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	20	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
Additional Comments:				

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Overlay	402-3100	504	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
Patching	402-1802	200	TONS	19mm Recycled asphalt incl bitum matt and H lime 4" Depth
Bitum Tack Coat	413-1000	184	GAL	0.04 Gal/SY
Striping	652-2501	0.78	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	0.78	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	20	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
Manhole	611-8050	6	EA	Adjust Manhole Frame to Grade
Water Valve	611-8140	1	EA	Adjust Valve Box to Grade
Additional Comments:				

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Surface Treatment/Chip Seal	424-6089	26,612	SY	See specifications
Patching	402-1802	150	TONS	19mm Recycled asphalt incl bitum matt and H lime 4" Depth
Striping	652-2501	4.32	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	4.32	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	20	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
Raised Pavement Markers	654-1001	304	EA	Type 1 (Glued) RPM's every 75 feet
Additional Comments:				

Merlye Way (FROM Roberts Road TO Cul-De-Sac): Length 1954 ft, Width 20 ft (4343 sy)

ITEM #:	QUANTITY:	UNITS:	NOTES:
Item 9.			
424-6089	4343	SY	Stone size 5, 7 and 89, GP 1 or 2 with sand seal
402-1812	163	TONS	9.5 mm recycled asphalt superpave @ 75 lbs/sy
652-2501	0.74	L. MILE	Solid Traffic Edge Stripe, 5 in White
652-2502	0.74	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
653-1704	10	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White

Additional Comments:

Merlweher Road (FROM Hwy 441 TO Lowe Road): Length 17,605 ft, Width 24 ft (46,947 sy)

ITEM #:	QUANTITY:	UNITS:	NOTES:
402-3100	5165	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy
402-1802	750	TONS	19mm Recycled asphalt incl bitum matt and H lime 4" Depth
413-1000	1565	GAL	0.04 Gal/SY
652-2501	6.08	L. MILE	Solid Traffic Edge Stripe, 5 in White
652-2502	6.08	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
653-1704	20	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
654-1001	470	EA	Type 1 (Glued) RPM's every 75 feet
653-0120	18	Each	Thermoplastic Type 2 Turn Arrow

Additional Comments: Paying to start/end at the GDOT right-of-way of US 441 and therefore will not include repair/replacement of the traffic signal loops at the intersection. All turn lanes to be repaved.

Old Plantation Chase Subdivision (FROM Log Cabin Road TO Cul-De-Sac): Length 2.77 Miles

ITEM #:	QUANTITY:	UNITS:	NOTES:
652-2501	2.77	L. MILE	Solid Traffic Edge Stripe, 5 in White
652-2502	2.77	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
653-1704	30	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White

Additional Comments:

Harrisburg Road (FROM Allen Memorial Drive TO Irwinton Road): Length 1.60 Miles

ITEM #:	QUANTITY:	UNITS:	NOTES:
652-2501	3.2	L. MILE	Solid Traffic Edge Stripe, 5 in White
652-2502	3.2	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
653-1704	20	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White

Additional Comments:

Carrs Station Road (FROM Hwy 22 Drive TO County Line): Length 0.71 Miles

ITEM #:	QUANTITY:	UNITS:	NOTES:
652-2501	1.42	L. MILE	Solid Traffic Edge Stripe, 5 in White
652-2502	1.42	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
653-1704	10	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White

Additional Comments:

Item 9.

Camp Road (FROM County Line Church Road TO JF Hall Road): Length 2.22 Miles				
TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Striping	652-2501	4.44	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	4.44	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	20	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
Raised Pavement Markers	654-1001	314	EA	Type 1 (Glued) RPM's every 75 feet
Additional Comments:				

County Line Church Road (FROM Pancras Road TO JF Hwy 49): Length 2.92 Miles				
TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Striping	652-2501	5.84	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	5.84	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	20	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
Raised Pavement Markers	654-1001	412	EA	Type 1 (Glued) RPM's every 75 feet
Additional Comments:				

JF Hall Road (FROM Gordon Hwy TO JF County Line): Length 3.40 Miles				
TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:
Striping	652-2501	6.8	L. MILE	Solid Traffic Edge Stripe, 5 in White
Striping	652-2502	6.8	L. MILE	Solid Traffic CL Stripe, 5 in Yellow
Striping	653-1704	10	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White
Raised Pavement Markers	654-1001	480	EA	Type 1 (Glued) RPM's every 75 feet
Additional Comments:				

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:	UNIT PRICE:	LINE ITEM TOTAL:
Overlay	402-3100	25209	TONS	12.5 mm recycled asphalt superpave @ 220 lbs/sy	\$ 111.05	\$ 2,799,459.45
Patching	402-1802	3900	TONS	19mm Recycled asphalt incl bitum mat and H lime 4" Depth	\$ 197.39	\$ 769,821.00
Bitum Tack Coat	413-1000	7775	GAL	0.04 Gal/SY	\$ 3.00	\$ 23,325.00
Raised Pavement Markers	654-1001	3518	EA	Type 1 (Glued) RPM's every 75 feet	\$ 5.40	\$ 18,997.20
Striping	652-2501	75.66	L. MILE	Solid Traffic Edge Stripe, 5 in White	\$ 139.50	\$ 10,520.52
Striping	652-2502	74.14	L. MILE	Solid Traffic CL Stripe, 5 in Yellow	\$ 146.75	\$ 10,818.99
Striping	653-1704	730	L. FOOT	Thermoplastic Solid Traffic Stripe Stop Bar, 24 in White	\$ 10.30	\$ 7,519.00
Leveling	402-1812	472	TONS	9.5 mm recycled asphalt superpave @ 75 lbs/sy	\$ 158.95	\$ 75,024.40
Triple Surface Treatment	424-6089	12512	SY	Stone size 5, 7 and 89, GP 1 or 2 with sand seal	\$ 9.25	\$ 115,736.00
Manhole	611-8050	37	EA	Adjust Manhole Frame to Grade	\$ 1,525.43	\$ 56,440.91
Water Valve	611-8140	10	EA	Adjust Valve Box to Grade	\$ 999.10	\$ 9,991.00
Full Depth Reclamation	301-5000	38,838	SQ YDS	Entire length of road 6" depth at 40 psy spread rate.	\$ 9.72	\$ 377,505.36
Surface Treatment/Chip Seal	424-6089	41,455	SY	See specifications	\$ 3.53	\$ 146,336.15
Totals:					Total	\$ 4,614,179.69

EXHIBIT B

SPECIAL PROVISIONS FOR BALDWIN COUNTY ROAD MAINTENANCE CONTRACTS

BID DATE 3/27/25

TRAFFIC CONTROL

The contractor is responsible for controlling traffic during the entire project.

At a minimum, a traffic regulator (flagger) will be required at each end of the work zone to control approaching traffic. In addition, a flagger will be required at all side roads within the work zone which intersect the roadway to be resurfaced. All flaggers within the work zone shall be wearing high visibility safety clothing.

All flaggers within the work zone shall be equipped with a two-way radio and have the ability to communicate with all other flaggers within the zone with this two-way radio.

Signing for construction shall also be included in the Unit Price bid. At a minimum signing for each location/work zone shall meet the requirements of the FHWA Manual on Uniform Traffic Control Devices, Part 6.

SECTION GDOT 424 - BITUMINOUS SURFACE TREATMENT

The work of **Bituminous Surface Treatment** shall be done in compliance with the “Standard Specification for Road and Bridge Construction” 2001 edition, Section 424, published by the Georgia Department of Transportation.

Special Provision: - The following exceptions to GADOT Section 424 Specifications are made:

Materials**Bituminous Material**

Use a latex-modified cationic asphalt emulsion, Grade CRS-2L that meets the requirements of Subsection 824.2.02 below. **Source of bituminous material shall be Seaco, Inc. or other approved supplier. Notify the Engineer and provide samples of material for testing at least 10 days prior to ordering the bituminous material.**

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Section 824 - Cationic Asphalt Emulsion

Delete Subsection 824.1.01.B and substitute the following:

A. Referenced Documents

AASHTO T 49
 AASHTO T 51
 AASHTO T 53
 AASHTO T 59
 AASHTO T 72
 AASHTO T 301
 AASHTO T 302-99
 ASTM D 5546 – 01
 QPL 65
 GDT-135

Add the following:

824.2.02 Latex-Modified Cationic Asphalt Emulsion**A. Requirements**

1. Latex Rubber Additive (LRA)
 - a. Ensure the LRA is natural latex or an un-vulcanized styrene-butadiene rubber in an emulsified latex form.
 - b. Ensure that the LRA comes from an approved source listed in the Department’s current QPL 65 for use in cationic asphalt emulsion.
2. Latex-Modified Cationic Asphalt Emulsion

- a. Use PG58-22 as the base asphalt.
- b. Add the LRA in the necessary proportions to result in a minimum of 3% polymer by weight of the asphalt residue.
- c. Co-mill the LRA and asphalt cement while manufacturing the emulsified asphalt to produce a homogeneous mixture.
- d. Ensure the latex-modified cationic asphalt emulsion, when undisturbed for 24 hours, shows no separation of emulsion and LRA and no color striations, but has a uniform color throughout.
- e. Use a latex-modified cationic asphalt emulsion that meets the requirements in Table 2.

Table 2 – Requirements for Latex-Modified Cationic Asphalt Emulsion

Type Tests	Rapid Setting	
	CRS-2L	
Tests on Emulsion	Min	Max
Viscosity, Saybolt Furol @ 122 °F (50 °C), sec.	100	400
Storage stability, 24 hours, percent		1
Settlement, 5 days, percent		5
Demulsibility, 35 ml, 0.8% dioctyl sodium sulfosuccinate, percent	40	
Particle charge test	Positive	
Sieve test, percent		0.10
Residue by distillation, percent ¹	65	
Tests on Emulsion Residue	Min	Max
Penetration @ 77 °F (25 °C), 100g, 5 sec., (dmm)	70	150
Ductility, @ 77 °F (25 °C), 5 cm/min., (cm)	125	
Elastic recovery @ 50°F (10 °C), percent ²	55	
Ring & ball softening point, °F	125	
Solubility in toluene by centrifuge, percent	97.5	
Polymer solids content, percent	3.0	
1. AASHTO T-59 modified to include a maximum temperature of 400°F ± 10°F (204°C ± 5°C) to be held for a period of 15 minutes. 2. GDT-135, Residue by evaporation.		

B. Fabrication

General Provisions 101 through 150.

C. Acceptance

Test as follows:

Test	Method
Penetration of bituminous materials	AASHTO T 49
Ductility	AASHTO T 51
Softening point of bitumen	AASHTO T 53
Testing emulsified asphalts	AASHTO T 59

Viscosity	AASHTO T 72
Elastic recovery	AASHTO T 301
Polymer content of polymer-modified emulsions	AASHTO T 302-99
Solubility of asphalt binders in toluene by centrifuge	ASTM D 5546 – 01
Residue by evaporation of latex-modified asphalt emulsions	GDT-135

D. Materials Warranty

General Provisions 101 through 150.

Aggregates

Use **Class A, Group II** crushed stone meeting the requirements of Subsection 800.2.01 for bituminous surface treatment construction, except as noted below. Stone shall be dry and dust free.

The size of aggregates used in the surface treatment for roads:

Single Surface Treatment-Use Stalite 5/16" Roadway Material

Double Surface Treatment-Use #7 Aggregate 1st Application and #89 Aggregate for 2nd Application Stone

Steel-Wheeled Rollers

Use self-propelled, tandem-type steel-wheeled rollers. The rollers shall weigh from 3 to 8 tons (3 to 7 Mg). Ensure that the roller weights within these limits can properly seat the aggregate without fracturing the aggregate particles. Equip the roller drums with scrapers to prevent pick up of material. Combination rollers with pneumatic-tired wheels that can be alternated with a steel drum are permitted as a substitute for steel-wheeled rollers

Pneumatic-Tired Rollers

Use self-propelled, two axles, pneumatic-tired rollers with smooth-tread rubber tires aligned such that gaps between the tires on one axle are covered by the tires of the other axle. Equip the roller tires with scrapers and scrubbers to prevent pick up of material. Ensure that all tires are of the same size and ply rating and inflated to a minimum of 60 psi (415 kPa). Maintain tire pressure such that the difference in pressure between any two tires does not exceed 5 psi (35 kPa). Provide ballast as directed by the Engineer.

Observing Seasonal and Weather Limitations

Apply bituminous surface treatment only between April 15 and October 15 and only when:

- Ambient temperature has not been less than 50°F (10°C) for 48 hours immediately prior to application.
- No forecast of ambient temperatures less than 50°F (10°C) for 48 hours immediately following application.
- Ambient temperature and road surface temperature is at least 60°F (16°C) and stable at the time of application.

When the relative humidity exceeds 80%, the ambient temperature exceeds 95°F (35°C), the pavement surface temperature exceeds 125°F (52°F), or the weather is windy or overcast, application of bituminous surface treatment will be at the discretion of the Engineer.

Apply Latex-Modified Emulsion (CRS-2L) at temperatures between 140 °F – 180 °F (60 °C – 82 °C).

Rolling

Observe the following guidelines for rolling bituminous surface treatment:

1. Synchronize the speed of the distributor and aggregate spreader with that of the rolling operation.
2. Use a minimum of two (2) individual rollers, one of which must be a pneumatic-tired roller meeting the requirements of Subsection 424.3.02.E.
3. If a steel-wheeled roller will fracture the aggregate, use pneumatic-tired rollers only.
4. Begin rolling within one minute after spreading the aggregate.
5. Operate rollers at speeds not exceeding 5 mph.
6. Proceed in a longitudinal direction, beginning at the outside edge of the aggregate application.
7. A roller pass is defined as one trip in a single direction.
8. Overlap each roller pass by approximately 1/2 the roller width.
9. Provide a minimum of six (6) roller passes for each layer of aggregate to properly embed the aggregate particles.

Brooming

Use a revolving broom as necessary, supplemented by hand brooming, to remove or redistribute excess stone. Sweep the completed surface treatment within the first three hours of the next available workday following placement. Take care not to unseat bonded stone when sweeping.

Controlling Traffic

Do not allow traffic on the surface treatment until the bituminous material has cured sufficiently to ensure that the aggregate will not be loosened, dislodged, or whipped off by slow moving traffic.

Control traffic to speeds not exceeding 25 mph for a minimum of two hours after application of the seal stone and until the Engineer permits the road to be opened to normal traffic speeds.

Use of pilot vehicles may be utilized to control traffic speeds.

Measurement and Payment:

Measurement and payment of **Single Surface Trtmt, Stalite 5/16", W/Latex Mod Emul CRS-2L, Double Surface Trtmt, Stn Size 7 & 89, GP 2 Only, W/Latex Mod Emul CRS-2L** shall be measured for payment as established by the Project Manager on the basis of square yards as measured prior to coverage of failed areas. Any additional treated area outside of the designated areas will not be considered for payment.

Item No. 424 Single Surface Trtmt, Stalite 5/16 In, W/Latex Mod Emul CRS-2L.....SY

Item No. 424 Double Surface Trtmt, Stn Size 7 & 89, GP 2 Only, W/Latex Mod Emul CRS-2L.....SY

Baldwin County Projects		Next Phase
Public Buildings		
Memorial Library	HUD released funds. MGRL and Board of Regents to sign contract.	Consultant selection is upcoming.
Sewer & Water Infrastructure		
Galvanized Water Line Inventory	Board awarded contract to USG for \$385,300.	Inventory the county galvanized lines.
Water Line Replacement	Work resumes on Log Cabin.	Expect completion by spring 2025.
Supervisory Control and Data Acquisition (SCADA) for water system	7 firms submitted qualifications. Staff will shortlist the firms and then ask for pricing.	Contractor selection.
North Baldwin Tank 1 Filter Installation	Contract signed 03/13/2025.	Design expected 03/31/25; filter installed by 04/30/25.
Smith-Sibley Sewer Extension	Public Hearing is April 16 at 11am at the Govt. Building. CatEx determination made; form to be signed.	Continue with design and preparing bid documents.
Sewer Line Replacement/Housing Rehab 2024	Residents signed paperwork with contractors on 03/21/2025.	Construction begins April 7.
Sewer Line Replacement/Housing Rehab 2025	Finalizing CDBG application.	Submittal.
Transportation		
Road Resurfacing	Recommend BOC award contract April 1, 2025 to Pittman Construction for \$4.6 million	Resurfacing tentatively scheduled for May 1, 2025.
Fishing Creek Trail Completion	Bid documents prepared. Bidding should occur early part of April 2025.	BOC to award bid spring 2025.
Oconee Heights Streetscape	Preliminary environmental review underway.	Selection of engineering firm.
Bridge Replacement	Preparing preliminary engineering reports to replace four bridges.	Application to be submitted in 2025.
Terminal Apron Expansion	Environmental Assessment completed and submitted to GDOT.	GDOT to make determination.
Lower Ramp Expansion	Environmental Assessment completed and submitted to GDOT.	
Airport Fixed Based Operator	Staff to go out to bid after April 1.	TBD.
Public Safety		
SO Real Time Crime Center	Contract awarded to Dyer Construction for \$339,045. Construction continues.	Completion expected spring 2025.
SO Training Equipment	Bids for training equipment due April 21 at noon.	BOC to award bid spring 2025.
Recreation		
Walter B Williams Trail - Phase 2	Bike Walk Baldwin received grant for phase 2.	Expect completion summer/early fall 2025.
Walter B Williams Ballfield Lights	Qualite contract ratified.	Expect completion by spring 2025.
Water Park/Aquatic Center	Construction continues.	Opening Day is To Be Determined.
Pickleball Courts	Court base completed 03/28/25. Court paving expected 04/01/25.	Expect completion by May 31, 2025.
Harrisburg Park Improvements	Contract awarded to Hall and Sons for \$1,129,838. Rain has delayed project by two months. Invitation for Bid for new community center building are due 04/11/25 at noon.	Completion expected summer/early fall 2025.
Oconee Heights Park at 123 Coombs Ave	Fencing, light and security cameras remain.	Expect completion by April 30, 2025.
Cooper's Park	Rain garden construction scheduled for Saturday, April 5. Splash pad proposals due at 2 pm on April 9, 2025.	Award contract for splash pad on 04/15/25.
Housing		
2024 CHIP Grant	Two house inspections took place March 6, 2025.	Invitation for Bid to be prepared.
2024 HUD PRO Housing Grant	Not awarded.	Not awarded.
Administrative		
Personnel Handbook	More edits being made to personnel handbook.	Board to approved updated Personnel Handbook.
District Based Land Use	MGRC staff is working on finalizing documents for BOC and public.	Expect draft in spring 2025.