



CITY OF SMYRNA

RFQ 23-012

Excavation and Verification of Water Services Lines

January 17, 2023

OWNER: CITY OF SMYRNA
2800 KING STREET
SMYRNA, GA 30080

CONTRACTOR: HD EXCAVATIONS & UTILITIES LLC
516 COLE CREEK RD.
DALLAS, GA 30157

SCANNED

BY: _____ Date: _____

APPROVED

Per the City of Smyrna
Mayor and Council

Official Meeting Minutes

Date: _____

AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 2023, by and between the CITY OF SMYRNA, GEORGIA (hereinafter the "City") and contractor, HD EXCAVATIONS & UTILITIES LLC.

WITNESSETH:

WHEREAS, the City issued Request for Quote ("RFQ") 23-012 to solicit bids to provide materials and labor necessary for Excavation and Verification of Water Service Lines; and

WHEREAS, HD EXCAVATIONS & UTILITIES LLC submitted a bid under RFQ 23-012 on December 16, 2022; and

WHEREAS, after evaluation of all submitted bids, the City awarded HD EXCAVATIONS & UTILITIES LLC contract for said Excavation and Verification of Water Service Lines;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and effective the _____ day of _____, 2023, the City and HD EXCAVATIONS & UTILITIES LLC agree as follows:

1. Incorporation of RFQ 23-012, including addenda.

The Contract has been awarded to multiple contractors as a unit price contract for the individual unit price items for which Bids were received. The undersigned hereby understands and agrees that the award of the contract in no way obligates the City to utilize the contractor's services and the award of a work order for any particular item does not require the City to award a work order for any other item. All terms of RFQ 23-012, including addenda, are hereby incorporated by reference and make a part of this Agreement as if they were fully recited herein. The parties agree that in the event of any conflict between the terms of this Agreement and the terms of RFQ 23-012, including addenda, then the terms of RFQ 23-012, including addenda, shall control and be binding upon all parties herein.

2. Services.

The services to be provided by HD EXCAVATIONS & UTILITIES LLC shall be those included in RFQ 23-012, including all schedules, attachments, and addenda.

3. Georgia law to control. This Agreement shall be construed and interpreted under the laws of the State of Georgia.

4. Entire Agreement. This Agreement, including RFQ 23-012 and addenda, as incorporated, contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

5. General Provisions. All understandings and agreements between the parties are merged in this Agreement, incorporating all the terms and provisions of RFQ 23-012 and addenda, which alone fully and completely expresses their agreement. This Agreement is entered into after full investigation, neither party relying upon any statements or representations made by the other not embodied in this Agreement. This Agreement may not be changed orally, but only by an agreement in writing, signed by the parties. It is expressly agreed and understood by the parties hereto that neither party is the agent, partner or joint venture partner of the other. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA. ANY JUDICIAL PROCEEDINGS REGARDING THIS AGREEMENT SHALL BE PROSECUTED IN THE COURTS, FEDERAL OR STATE, WHERE THE PROPERTY IS LOCATED AND THE PARTIES SUBMIT TO THE JURISDICTION AND VENUE OF SAID COURTS AS APPROPRIATE UNDER**

FEDERAL OR STATE LAW. THE PARTY PREVAILING IN ANY JUDICIAL ACTION OR OTHER PROCEEDING RELATING TO THIS AGREEMENT SHALL BE PAID ALL COSTS AND REASONABLE ATTORNEY'S FEES BY THE OTHER PARTY. Time is of the essence of this Agreement. However, if any action is required to be taken on a Sunday, or legal holiday, the action shall be deemed timely if it is taken on the next regular business day. No consent or waiver, express or implied, by City or HD EXCAVATIONS & UTILITIES LLC to or of any breach or default by the other party in the performance by such other party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party under this Agreement. Failure on the part of either City or HD EXCAVATIONS & UTILITIES LLC to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. If any provision of this Agreement or the application thereof to any party or circumstances should be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other party or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Agreement constitutes the entire agreement between the parties hereto and neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. This Agreement shall inure to the benefit of and be binding upon City and HD EXCAVATIONS & UTILITIES LLC and their respective successors and permitted assigns. This Agreement may be executed in counterparts, and the signature of any person required by this Agreement shall be effective if signed on any or all counterparts. All counterparts together shall be considered one and the same Agreement.

6. Notices.

Any written notice or other communication required or permitted hereunder shall be deemed to have been sufficiently given hereunder, if said written notice is deposited in the U.S. Mail and sent by certified or registered mail, postage prepaid, or made in person, addressed as follows:

To the City:

City Administrator
2800 King Street SE
Smyrna, Georgia 30080

To:

HD EXCAVATIONS & UTILITIES LLC
516 Cole Creek Road
Dallas, GA 30157

or any other address as may be later designated in writing by the other party and any such written notice or communication shall be deemed to have been given as of the date so mailed.

7. Waiver.

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

8. Rights and Remedies Cumulative.

The rights and remedies provided in this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right not use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

9. Indemnification.

HD EXCAVATIONS & UTILITIES LLC shall hold harmless and indemnify and defend the City including, without limitation, its agents, servants, directors, officers, employees, representatives, counterparts and affiliates, licensees, contractors, lessors, successors and assigns, agencies, and subsidiaries, against any and all claims, damages, liabilities, losses, causes of action, and costs and/or expenses of any kind or nature arising out of or alleged to have arisen out of injury (including personal injury to or death of any person or persons) and loss or damage to any property, occurring in connection with or in any way attributable to the performance of work under this Agreement, resulting in whole or in part from the acts, errors or omissions of HD EXCAVATIONS & UTILITIES LLC or its employees, agents or subcontractors under this Agreement. HD EXCAVATIONS & UTILITIES LLC shall be responsible for and bear the cost of losses sustained and damage to the City's and any other indemnified party's property caused by HD EXCAVATIONS & UTILITIES LLC's acts, or those of its employees, agents, subcontractors or subcontractor's employees. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

10. Insurance.

HD EXCAVATIONS & UTILITIES LLC shall at all times maintain the insurance coverage required in the Special Instructions of RFQ 23-012, including addenda, and shall provide to the City written proof of same.

11. Workmanship.

Work shall be performed by HD EXCAVATIONS & UTILITIES LLC in a workmanlike manner according to standard practices prevailing within the industry.

12. City's right to inspect work.

The City has the right to inspect the work after HD EXCAVATIONS & UTILITIES LLC has completed services. Notice of reasonable dissatisfaction with the work performed shall be given to HD EXCAVATIONS & UTILITIES LLC by telephone or in writing within five (5) days from the completion of services. HD EXCAVATIONS & UTILITIES LLC shall then have one (1) business day to correct such work at no additional cost to the City. Failure to properly notify HD EXCAVATIONS & UTILITIES LLC shall not constitute a waiver of any claim or offset the City may have with regard to services rendered by HD EXCAVATIONS & UTILITIES LLC. HD EXCAVATIONS & UTILITIES LLC may assist the City, or any of its officers, employees or agents, in inspecting the projects. At the City's request and upon reasonable notice, HD EXCAVATIONS & UTILITIES LLC shall attend any meeting regarding the work.

13. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have caused their hands and seals to be set this _____ day of _____, 2023.

CONTRACTOR:

HD EXCAVATIONS & UTILITIES LLC

By: _____ (Signature)
Wesley Dickinson, Owner

CITY:

The City of Smyrna, Georgia

By: _____
Derek Norton, Mayor

Date: _____

LS Attest: _____
Heather Peacon-Corn, City Clerk

Date: _____

ATTORNEY:

Cochran & Edwards LLC

By: _____

Date: _____





**THE CITY OF SMYRNA
2800 KING STREET
SMYRNA, GEORGIA 30080**

INVITATION TO SUBMIT BID – RFQ # 23-012

**REQUEST FOR QUOTATIONS FOR EXCAVATION AND VERIFICATION OF
WATER SERVICES - PUBLIC AND PRIVATE**

Competitive Sealed Quotations will be received for the Excavation and Verification of Water Services – Public and Private. Bids are due to the City of Smyrna Purchasing Division, 2800 King Street, Smyrna, GA 30080, no later than **10:00 AM on Friday, December 16, 2022.**

Bids must be delivered to the address listed above no later than the time and date indicated.

As described in the specifications attached, all Quotation submissions for City of Smyrna Excavation and Verification of Water Services (RFQ 23-012) must comply with all general and special instructions. The City of Smyrna reserves the right to accept or reject any or all Quotations and award in the best interest of the City.

Contractors must provide current State of Georgia Utility Contractor's license and information about individual licensee.

There is no pre bid meeting scheduled for this Quotation.

QUESTIONS: All questions or request for additional information must reference RFQ 23-012 Excavation and Verification of Water Services and must be submitted by email by 12:00 noon, Wednesday, December 7, 2022, to Kelly Brown, Purchasing Manager, City of Smyrna, kbrown@smyrnaga.gov. Addenda will be posted on BidNet Direct and notification on the City of Smyrna website.

Kelly Brown, CPPB, NIGP-CPP
Purchasing Manager

GENERAL INSTRUCTIONS

1. All Quotations must be delivered to the City of Smyrna Purchasing Division, 2800 King Street, Smyrna, Georgia 30080, no later than the time and date indicated in the Request for Quotation. The quotation must be in sealed envelope with the Sealed Bid Label attached. Any Quotation received after that time will not be considered for award.
2. After the RFQ is issued, no contact will be permitted between bidders and any other City staff members or elected officials until after bid award, except through the Purchasing Manager. The Purchasing Department office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. The phone number is 678-631-5406.
3. The City of Smyrna is a tax-exempt Municipal Corporation. No sales tax will be charged on any products or services. The City's FEI number is **58-6000664**.
4. The City of Smyrna reserves the right to waive any and all technicalities, formalities, or irregularities. **The City may also accept or reject any or all Quotations** and award the bid to the lowest responsive and responsible bidder in the best interest of the City. The City may reject the Quotation of any vendor that has previously failed to perform properly or complete on time, contracts of a similar nature. Quotations by a vendor that, in the sole opinion and discretion of the City of Smyrna, is not in the position to fulfill the contract may also be rejected.
5. All Quotations must be submitted using the Bid Pricing Form provided. All information regarding bidder name, address, telephone number and contact person must be provided. Bidders must fill in bid prices and other information as indicated.
6. All bidders shall provide appropriate proof of a current and valid occupational license issued by an agency from within the State of Georgia or one of the contiguous United States.
7. Quotations may be withdrawn by written or faxed request, provided such withdrawals are received prior to the time and date of the opening of bid.
8. **All Quotations must be submitted with one (1) original and one (1) copy.**
PLEASE NOTE: We encourage you to save paper. It is not necessary to return this entire document with your response. Please return only the relevant pages on which your company has included a response.

SPECIAL INSTRUCTIONS**1. Scope Reduction Clause**

The City of Smyrna (the "City") reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive contractor's (or multiple contractors') Proposal is higher or lower than our budgeted amount for the project. The City of Smyrna, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction clause will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

2. Additional Work

The City of Smyrna reserves the right to add to the contract any future work, with the agreement of the contractor, at prices offered in this Proposal. This option will be enacted during the contract or within twelve months of the end of the contract, if in the best interest of the City, and with agreement of the contractor ("Contractor").

3. Insurance Requirements

All Proposal submitted must be accompanied by a Certificate of Insurance in compliance with the minimum requirements of the State of Georgia to include worker's compensation. Upon Bid Award, Contractor shall present a Certificate naming the City of Smyrna as Additional Insured. Contractor shall be responsible for all injuries or damages of any kind resulting from his / her work to persons or property. The minimum insurance requirements are as follows:

- a. Commercial General Liability Coverage for personal injury and/or property damage with a minimum limit of \$1,000,000 per occurrence.
- b. Commercial Excess Umbrella for liability for bodily injury and/or property damage and in excess over other coverage in an amount of at least \$2,000,000 combined single limit.
- c. Worker's Compensation and Employers Liability – Statutory coverage at a minimum of \$500,000 per accident.
- d. Automobile Public Liability and Property Damage with limits of \$1,000,000 per person in any one claim and subject to that limit for each person; \$1,000,000 for two or more persons in any one accident for bodily injury liability and \$1,000,000 for property damage liability on the comprehensive form covering all owned, non-owned and hired vehicles used in conjunction with the contract.

Each policy shall contain an endorsement that, in the event of change or cancellation, a thirty (30) day prior written notice must be sent by mail to the City.

Pollution Liability coverage is a plus and will be considered.

4. Indemnification

Contractor shall assume the obligation to indemnify and hold harmless the City, its officers, employees, engineers, associates, agents, subcontractors and representatives from and against any and all claims, damages, suits, fees, judgments, costs, expenses (including attorneys' fees), liability or payment arising out of, or through, injury to any person or persons including death and loss of services, or damage to property, suffered through any cause whatsoever in the work involved in the contract and to defend on their behalf any suit brought against them arising from such cause.

Any and all damages and costs associated with and to pedestrians, vehicles, buildings, etc. are the sole responsibility of Contractor. The City may review any disputes and the City's decision shall be final.

5. Georgia Security and Immigration Compliance

In compliance with the Georgia Security and Immigration Compliance act of 2006 Act 457, Section 2 of Senate Bill 529, Chapter 300-10-1 (O.C.G.A. 13-10-91) and further updated in House Bill 87 and Senate Bill 160, all Contractors must comply with the above mentioned State of Georgia regulations by completing the provided affidavits relative to Contractor and subcontractor stating affirmatively that the Contractor and any subcontractors are registered and participating in a federal work authorization program. All applicable affidavits have been included with this RFQ and must be signed and provided with the Proposal submission. An individual, or company with no employees, should complete the SAVE documentation and include a copy of a principal's drivers' license or passport to verify U.S. citizenship.

6. Personnel

Contractor shall only hire and employ individuals performing services hereunder with suitable training, experience and skills to perform the services and the position to which such individual is assigned. Contractor shall, at its expense, conduct (or cause to be conducted), in compliance with all applicable laws, the following checks on each individual performing services hereunder:

- a. a background check, including the: (i) name and all names used in the previous seven years, (ii) date of birth, (iii) city, state, and country of birth, and (iv) passport number (if one is held) and issuing country, issue date and expiration date;
- b. criminal checks; and
- c. drug testing.

At the City's request, and to the extent permitted by law, Contractor shall provide copies of such checks with respect to any individual performing services hereunder, and the City shall comply with the law with respect to the use, retention, disposal and confidentiality of such information.

With respect to any individual performing services hereunder that the City believes is (a) not conducting him or herself in accordance with the applicable code of conduct as provided to Contractor by the City from time to time, (b) improperly providing the services, (c) engaged in conduct that is criminal, fraudulent or likely to cause harm to the City's employees or property or (d) not adequately complying with the terms of the service contract, Contractor shall, upon the City's request, as soon as reasonably practicable: (i) if applicable, terminate

such individual's access to City property, and (ii) remove such individual of his or her responsibility of providing services to the City.

7. Ordinances and Regulations

Selected contractor(s) must comply with all pertinent federal, state and local ordinances and regulations. Contractor shall adhere to all City of Smyrna ordinances pertaining to the work performed as found at <http://www.smyrnaga.gov> / under Government / City Ordinances where services per this contract are provided.

8. Default and Termination

a. Default

The City may on thirty (30) days' notice to the Contractor terminate the service contract, and without prejudice to any other remedy it may have, when the Contractor materially defaults in the performance of any provision of this specification, or materially fails to carry out the work in accordance with the provisions of the service contract. Default by the Contractor will include, but is not limited to, the following:

- i. Failure by the selected firm to provide service in accordance with the specifications.
- ii. Contractor fails to continually perform the service for three (3) consecutive business days during the term hereof for reasons other than a force majeure event.
- iii. Insolvency or filing of a voluntary or involuntary petition in bankruptcy court by the Contractor.
- iv. Commencement of a foreclosure proceeding of a lien against the facility or its conveyance in lieu of foreclosure.
- v. Contractor fails to cure any other breach of default in the performance of its duties or obligations set forth in the contract within five (5) days of receipt by Contractor of written notice of such breach or default.

b. Termination

The City may terminate the contract, for convenience purposes, upon sixty (60) days written notice. Upon any termination of the contract, the Contractor shall, unless notified in writing otherwise, take all reasonable precautions to complete the work in progress and to minimize the expenses of the City incident to such termination and the completion of the work. Thereafter, the Contractor shall promptly discontinue the work. The City will pay the Contractor all monies owed for work completed.

c. Termination Assistance Services

If requested by the City, Contractor shall provide the City with such assistance as may be required to transition the provision of the services from Contractor to a successor service provider without interruption to, or degradation of, the services, including, without limitation, continued provision of the services and any additional services as are reasonably requested by the City.

9. Required Submissions

- a. All Proposals must be submitted with one (1) original and one (1) copy. All copies must contain all required bid pricing forms, acknowledgements, the affidavits of compliance with the Georgia Security and Immigration Act, verification of any required bonds, a current occupational/business license, a current State of Georgia Contractor or Occupational license and a current and valid Certificate of Insurance showing the minimum insurance coverage as specified above.
- b. On the Vendor Questionnaire and Reference Forms provided in this RFQ, all bidders must provide a minimum of three (3) business and/or government references to the City of Smyrna for which a project similar to the scope of this project was completed within the last three (3) years. This listing shall include names, addresses, telephone numbers and email addresses of the business/government official project manager.

**BID SPECIFICATIONS and PRICING FORM****RFQ 23-012 Excavation and Verification of Water Service Lines**

The City of Smyrna is requesting unit pricing in order to contract with a primary and secondary Contractor for excavation and verification of water service lines, public and private. The contractor should pothole and verify 2 feet in front of meter and 2 feet behind meter exposing both sides and provide picture verification of address and service connections.

Unit pricing shall include labor and materials costs including excavation, backfill and compaction. Pricing Form is below. Contractor must be able to respond within one day of notice to proceed.

PRICING

COMPANY HD Excavations & Utilities LLC

ADDRESS: 516 Cole Creek Rd, Dallas, GA 30157

CONTACT: Wesley Dickinson PHONE 404-852-6817

EMAIL: wesley@hd-excavations.com

The HD Excavations & Utilities LLC Company submits the following bid for Line-Item Pricing for RFQ 23-012 Verification of Water Service Lines as specified in the Bid Specifications section above.

PART I. CONTRACTOR'S HOURLY RATE

Contractor's Hourly Rate based on one piece of equipment, one truck and minimum of 3 employees \$280.00 / hour.

PART II. ROADWAY PATCH / REPAIR

a) 8 inches GAB, 6 inches Concrete \$45.00/sqft

b) Trench CAP 1 foot larger than ditch in all directions GDOT Spec (1401)
\$45.00/sqft

c) Tack Coat @ \$50.00 GAL.

d) 2 inches Type E or F Asphalt @ \$550.00 TN.

PART III. CONCRETE

- a) 8 inches GAB, 6 inches Concrete \$45.00/SQ FT **WD**
b) 4 inches concrete \$12.00 SQ FT

PART IV. LANDSCAPE

- a) Seed and straw \$20.00 EA
b) Sod (Type) \$25.00 EA
c) Pine straw \$10.00 EA
c) Landscape complete \$7.50 SQ. FT.

PART V.

- a) Relocate meter out of sidewalk \$750.00 EA
b) Replace curb stop \$125.00 EA
c) Replace meter \$100.00 EA
d) Install backflow \$350.00 EA Supplied by City of Smyrna
e) Install backflow \$550.00 EA Supplied by Contractor

Contractor must provide current State of Georgia Utility Contractors License copy and the Individual's name that holds that license and their position with the company.

Contractor must be able to respond within one day notice to proceed.

Prices shall remain firm for a minimum period of one (1) year from date of award of business. After one year, any price increases must be submitted for consideration and approved by the city prior to any changes.

Submitted By: 

Printed Name: Wesley Dickinson

Title: Owner

Date: 12-16-2022

AWARD

A. Unit Price Contract Bids

The Contract will be awarded, if awarded at all, to one (1) primary and one (1) secondary responsive and responsible **Bidder** for the unit price items for which Bids were received. The City reserves the right to exercise exclusive discretion as to the responsibility of any **Bidder**. **Bidder** hereby understands and agrees that the award of a contract in no way obligates the **City** to utilize the **Bidder's** services. The **City** shall have the right to hold bids after bid opening for a period of ninety (90) days.

B. Work Orders and Projects

Award of Work Orders and projects will be to the lowest responsive, responsible **Contractor** from the Unit Price Contract.

C. Determination of Lowest Responsive and Responsible Bidder

In determining the lowest responsive, responsive **Contractor**, the following elements will be considered: whether the **Contractor** involved (a) has adequate equipment and personnel to do the Work properly and expeditiously, (b) has the appropriate technical experience to supervise and construct the Work, (c) has a suitable financial status to meet the obligations incident to the Work, (d) has previous experience, both in quality and quantity on public works of the type and magnitude under consideration for award, and (e) has performed sufficiently well on work orders under this or similar contracts with the City of Smyrna to merit an additional award.

D. Availability

If the **Primary Contractor** is unable to accept a project or agree to complete a project within the allotted schedule, the **City** may, at its discretion, offer the project to the Unit Price Contract **Secondary Contractor**.

Please complete and submit the Acknowledgements below:

ACKNOWLEDGEMENTS

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

OR

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

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

 X We acknowledge we can commence work within ONE (1) day following the notice of projects required by City.

 X We acknowledge that services will be performed based upon the City's required time frame.

 X This project is funded by ARPA (American Rescue Plan Act). We acknowledge we have read and signed Attachment A – ARPA Clauses.

HD Excavations & Utilities LLC

Company Name



Signature

Wesley Dickinson

Printed Name

Owner

Title

Date 12-16-2022



**City of Smyrna, Georgia
CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

1619116 12 / 18 / 2020
EEV/ Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor HD Excavations & Utilities LLC
Excavation and Verification
Name of Project of Water Services Public Employer City of Smyrna

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


BY: Authorized Officer or Agent

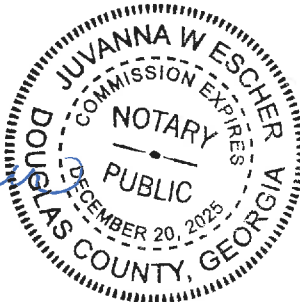
Wesley Dickinson/Owner
Printed Name and Title of Authorized Office or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
16th DAY OF Dec / 2022

Notary Public
My Commission Expires:

12/20/2025





**City of Smyrna
RFQ 23-012**

EXCAVATION AND VERIFICATION OF WATER SERVICE LINES

VENDOR QUESTIONNAIRE

**Questionnaire must be completed by ALL Vendors and returned with Quotation response.
Any additional pages provided should be clearly labeled.**

1. How long have you been in business? 4 years
2. Give us background information on your company, including the number of employees available to service the City of Smyrna, the closest office location, as well as any financial ratings and reports available. Separate attachment is acceptable.
 - A. How many employees are available to service the City of Smyrna?
10
 - B. Please provide the name and address of your local office: HD Excavations & Utilities LLC
516 Cole Creek Rd, Dallas, GA 30157
3. Have you done similar business with other governmental agencies in the past three (3) years?
Yes X No
If yes, name agency and volume of business:
Cobb County= \$117,316.00
City of Austell= \$4,800.00
Paulding County= \$2,158,066.00

City of Smyrna
RFQ 23-012**EXCAVATION AND VERIFICATION OF WATER SERVICE LINES****CLIENT REFERENCE SHEET**

References must be provided by ALL responding Vendors using the form below. It is the vendor's responsibility to provide **COMPLETE** and **ACCURATE** reference information on the form below, **INCLUDING FAX NUMBERS AND EMAIL ADDRESSES**.

1. Paulding County
Company 3844 Atlanta Hwy, Hiram, GA 30141
Address, City, State, Zip Code
Telephone Number 770-222-6850 Fax Number NA
Name of Contact Person Ray Wooten E-Mail Address ray.wooten@paulding.gov
Type of Project and Dates: Aug 2022-Present: Service emergency/non-emergency properties w/ various water and sewer services and main leaks at request of Paulding County
2. Cobb County Water System
Company 680 South Cobb Dr, Marietta, GA 30060
Address, City, State, Zip Code
Telephone Number 770-419-6200 Fax Number
Name of Contact Person Ray Elkins E-Mail Address Ray.Elkins@cobbcounty.org
Type of Project and Dates: Unit Price Contract for Water, Sewer and Misc Services for 2023
3. City of Roswell
Company 105 Frank Lewis Dr, Roswell, GA 30075
Address, City, State, Zip Code
Telephone Number 770-641-3707 Fax Number
Name of Contact Person Chris Boyd E-Mail Address cboyd@roswellgov.com
Type of Project and Dates: 1200' of 8" DIP water main rehab to 55 services, 11/29/21-01/27/22



**THE CITY OF SMYRNA
2800 KING STREET
SMYRNA, GEORGIA 30080**

December 7, 2022

RFQ 23-012 Excavation and Verification of Water Services

BID DUE DATE: Friday, December 16, 2022 – 10:00 AM

ADDENDUM 1

The contents of this Addendum are fully incorporated into the original RFP.

Answers to Questions:

1. Can you please confirm if this is an annual contract? If so, what are the renewal terms?
The bid form states prices shall remain firm for a minimum of one (1) year from date of award. After one year, price increases must be submitted for consideration.

This contract will last as long as work is available. If a contractor wishes to modify pricing after one year, we will put out for bid again. One year term for this contract.

2. Has this contract been previously awarded? If so, is there an open records request that can be made to review the previous contract documents?

This contract has not been previously awarded. No records for review.

3. Will water meters be supplied by city when needed?

Yes.

Please complete and submit this form with your bid response.

ACKNOWLEDGEMENT of ADDENDA

RFQ 23-012 Excavation and Verification of Water Services

 X We acknowledge receipt of Addendum #1.

 HD Excavations & Utilities LLC

Company Name



Signature

 Wesley Dickinson

Printed Name

 Owner

Title

Date 12-16-2022



HDEXCAV

OP ID: MS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2022

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

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

PRODUCER Reeves Insurance Assoc. Inc 3961 Hwy 5 Douglasville, GA 30135 Kevin White	770-949-0025	CONTACT NAME: Kevin White PHONE (A/C, No, Ext): 770-949-0025 FAX (A/C, No): 770-949-0698 E-MAIL ADDRESS: kwhite@reeves-ins.com																					
INSURED HD Excavations & Utilities LLC 516 Cole Creek Rd Dallas, GA 30157	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Home Owners Insurance</td><td>26638</td></tr><tr><td>INSURER B :</td><td>Auto-Owners</td><td>18988</td></tr><tr><td>INSURER C :</td><td>FFVA Mutual Insurance Co</td><td>10385</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Home Owners Insurance	26638	INSURER B :	Auto-Owners	18988	INSURER C :	FFVA Mutual Insurance Co	10385	INSURER D :			INSURER E :			INSURER F :		
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INSURER E :																							
INSURER F :																							

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		204618-80031740	09/22/2022	09/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired Auto Physical D			53-031-757-00	09/22/2022	09/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			53-031-757-01	09/22/2022	09/22/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC840-0803544-2022A	09/22/2022	09/22/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented Equipment			204618-80031740-22	09/22/2022	09/22/2023	Limit 350,000 Deduct. 1,000

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

Water and Sewer Pipe Contractor

CERTIFICATE HOLDER

CANCELLATION

CITYOFS

City of Smyrna
2800 King Street
Smyrna, GA 30080

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kevin White

Insured has the following:

General Liability: Blanket additional insured, waiver of subrogation, coverage is primary and non-contributory.

Commercial Auto: Blanket additional insured, waiver of subrogation, coverage is primary and non-contributory.

Commercial Umbrella: Blanket additional insured, waiver of subrogation, coverage is primary and non-contributory. Commercial Umbrella is following form for General Liability, Commercial Auto, and Workers Compensation.

Workers Compensation: Blanket waiver of subrogation.

NOTEPAD:

HOLDER CODE CITYOFS
INSURED'S NAME HD Excavations & Utilities LLC

HDEXCAV
OP ID: MS

PAGE 3
Date 12/07/2022

City of Smyrna is listed as additional insured on the General Liability policy with a 30 day notice of cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Under SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
 2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B. SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC302576

HD Excavations & Utilities LLC

Wesley Charles Dickinson

516 Cole Creek Road
Dallas GA 30157

Utility Contractor

EXP DATE - 04/30/2023 Status: Active

Issue Date: 03/16/2021

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

HD Excavations & Utilities LLC
516 Cole Creek Road
Dallas GA 30157



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. UC302576

HD Excavations & Utilities LLC

Wesley Charles Dickinson

516 Cole Creek Road
Dallas GA 30157

Utility Contractor

EXP DATE - 04/30/2023 Status: Active

Issue Date: 03/16/2021



Paulding County Occupational Tax Certificate

Business Location

516 COLE CREEK RD

This license is to be displayed conspicuously at the business location and is not transferable or assignable.
Written notification is required if business is closed.

THIS LICENSE IS PURSUANT TO THE PROVISIONS OF THE CODE OF PAULDING COUNTY, GEORGIA AND AMENDMENTS THERETO.

REBEKAH MILLER
Authorized Signature

HD EXCAVATIONS & UTILITIES LLC
DICKINSON, WESLEY C
516 COLE CREEK RD
DALLAS, GA 30157

Expiration Date

12/31/2023

License Number

19523

Business Type

CONSTRUCTION
UTILITY CONTRACTING

NAICS Code

238910

Paulding County Community Development
Occupational Tax Division
240 Constitution Blvd., 2nd Floor
Dallas, GA 30132

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

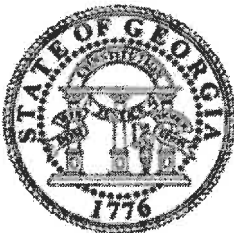
CERTIFICATE OF ORGANIZATION

I, **Brian P. Kemp**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

HD EXCAVATIONS & UTILITIES LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **03/22/2018** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **04/04/2018**.



Brian P. Kemp
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 3/22/2018 7:15:59 PM

BUSINESS INFORMATION

CONTROL NUMBER 18040635
BUSINESS NAME HD EXCAVATIONS & UTILITIES LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 03/22/2018

PRINCIPAL OFFICE ADDRESS

ADDRESS 516 COLE CREEK ROAD, DALLAS, GA, 30157, USA

REGISTERED AGENT'S NAME AND ADDRESS

NAME **ADDRESS**
WESLEY DICKINSON 516 COLE CREEK RD, Paulding, DALLAS, GA, 30157, USA

ORGANIZER(S)

NAME **TITLE** **ADDRESS**
WESLEY DICKINSON ORGANIZER 516 COLE CREEK RD, DALLAS, GA, 30157, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE WESLEY DICKINSON
AUTHORIZER TITLE Organizer

SEALED BID
DO NOT OPEN

Deliver to: City of Smyrna, Purchasing Department

2800 King Street

Smyrna, GA 30080

RECEIVED DEC 14 2022
@ 8:45 am by EL DAVIS

Vendor: HD Excavations & Utilities LLC

RFQ 23-012 Excavation and Verification of Water Service Lines

Due Date: Friday, December 16, 2022 -- 10:00 am

ATTACHMENT 'A'
FEDERAL AWARD CONTRACT PROVISIONS
Project: RFQ 23-012 Excavation and Verification of Water Service Lines

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

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

As referenced in these federal contract provisions, 'CONTRACTOR' is _____.

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

BREACH OF CONTRACT TERMS

[2 CFR Appendix II to Part 200](#)

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

TERMINATION FOR CAUSE AND FOR CONVENIENCE

[2 CFR Appendix II to Part 200](#)

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

EQUAL EMPLOYMENT OPPORTUNITY

[41 CFR Part 60](#)

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment

ATTACHMENT 'A'
FEDERAL AWARD CONTRACT PROVISIONS
Project: RFQ 23-012 Excavation and Verification of Water Service Lines

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

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

ATTACHMENT 'A'
FEDERAL AWARD CONTRACT PROVISIONS
Project: RFQ 23-012 Excavation and Verification of Water Service Lines

DAVIS-BACON ACT
[40 U.S.C. 3141-3144 and 3146-3148](#)

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

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

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

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

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

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

ATTACHMENT 'A'
FEDERAL AWARD CONTRACT PROVISIONS
Project: RFQ 23-012 Excavation and Verification of Water Service Lines

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

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

RIGHTS TO INVENTIONS
[37 CFR Part 401](#)

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

CLEAN AIR AND WATER POLLUTION CONTROL
[42 U.S.C. 7401-7671q](#) and [33 U.S.C. 1251-1387](#)

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

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

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

DEBARMENT AND SUSPENSION
[2 CFR Part 180](#)

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

CONTRACTOR certifies that no principals:

- (a) Are presently excluded or disqualified;

ATTACHMENT 'A'
FEDERAL AWARD CONTRACT PROVISIONS
Project: RFQ 23-012 Excavation and Verification of Water Service Lines

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

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

CERTIFICATION REGARDING LOBBYING
[31 U.S.C. 1352](#)

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

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

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

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

ATTACHMENT 'A'
FEDERAL AWARD CONTRACT PROVISIONS
Project: RFQ 23-012 Excavation and Verification of Water Service Lines

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

PROCUREMENT OF RECOVERED MATERIALS

[2 CFR 200.323](#)

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

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

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

[2 CFR 200.216](#)

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

DOMESTIC PREFERENCES FOR PROCUREMENTS

[2 CFR 200.322](#)

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

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

[2 CFR 200.321](#)

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

ATTACHMENT 'A'
FEDERAL AWARD CONTRACT PROVISIONS
Project: RFQ 23-012 Excavation and Verification of Water Service Lines

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

Affirmative steps must include:

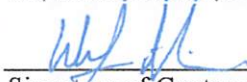
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible,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

HD Excavations & Utilities LLC

Responding Company Name

516 Cole Creek Rd, Dallas GA 30157

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



Signature of Contractor's Authorized Official

Wesley Dickinson, Owner

Name and Title of Contractor's Authorized Official

Date 12/16/2022