

AGREEMENT

BETWEEN OWNER AND CONTRACTOR

This agreement is by and between City of Griffin (owner) and McLeRoy Inc. (contractor).

Owner and contractor agree as follows:

ARTICLE 1-WORK

- 1.01 Contractor shall complete work as specified below.
- provide labor and materials per:
 - Request for Proposal Bid # 16-008
 - Technical Specifications
 - Plans titled Kelsey Ave Ecosystem Restoration
 - Per revised bid tab (attached)

ARTICLE 2- THE PROJECT

2.01 The project for which the work under the contract documents is generally described as follows:

BID/RFP No: 16-008
TITLE: Kelsey Ave Ecosystem Restoration

ARTICLE 3-CONTRACT TIMES

3.01 Days to Achieve Substantial Completion and Final Payment

The project will be substantially complete within 270 days. Rain days will not count against completion time. The 270 days completion time will start within 10 days after notice to proceed has been issued by City of Griffin. The City will assess a \$1,000 /day penalty after the 270 day period has expired if the Contractor has not begun to refill the reservoir.

ARTICLE 4- CONTRACT PRICE

4.01 Owner shall pay contractor for completion of the work in accordance with the contract documents:

\$1,089,177.00

one million eighty nine thousand one hundred seventy seven and 00/100.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Contractor shall submit application for payment to the City of Griffin. City of Griffin to pay contractor according to conditions in bid documents.

ARTICLE 6 – INTEREST

6.01 All monies not paid when due shall bear interest of 12% per annum.

ARTICLE 7 – CONTRACTORS REPRESENTATIONS

7.01 Contractor makes the following representations:

A. contractor has examined and studied the contract documents and other related data.

B. contractor has visited site and become familiar with it and is satisfied as to its conditions.

C. contractor is familiar with and is satisfied with all federal, state, and local laws that may affect cost, performance, and progress of work.

D. contractor has considered all information know to contractor, with the respect to the effect of such information, (1) cost, performance, and progress of work, (2) the means and methods to be used by contractor, (3) the contractors safety precautions and programs.

F. contractor is aware of the general nature of the work to be performed by owner and others at the site that relates to the work as indicated in the contract documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

A. The contract documents consist of the following:

1. This agreement
2. Request for Proposal Bid # 16-008
3. ~~Plans and~~ Technical Specifications
4. Notice to proceed
5. work change directives (if any)

B. There are no contract documents other than those listed above.

ARTICLE 9 – MISC.

9.01 Assignment of contract

A. no assignment by a party hereto of any rights under or interest in the contract will be binding on another part hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility of contract documents.

9.02 Successors and Assigns

A. owner and contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in these contract documents.

9.03 Severability

A. any provision or part of contract documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon owner and contractor, who agree that the contract documents shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.04 Contractor's Certification

A. contractor certifies that he has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this contract.

IN WITNESS WHEREOF, owner and contractor have signed this agreement. Counterparts have been delivered to owner and contractor. All portions of the contract have been signed or have been identified by owner and contractor or on their behalf.

This agreement will be effective on 12/1/15 (which is the effective date of the agreement)

OWNER:

CONTRACTOR:

City of Griffin

McLeRoy, Inc.

By: _____

By:  _____

Title: _____

Title: Eric McLeRoy, VP

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

8945 US Hwy 19

Zebulon, GA 30295

General Contractor # GCCO001150

Utility Contractor # UC302338

DOT # 13156

APPROVED AS TO FORM

THIS 5th DAY OF January 2016

BY:  _____

CITY ATTORNEY

GREAT AMERICAN INSURANCE COMPANY[®]
OHIO

Bond No. CA4098646
Premium: \$14,392.00

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

PERFORMANCE BOND

The American Institute of Architects, A.I.A. Document No. A311 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

McLeroy Inc., 8945 US Highway 19, Zebulon GA 30228

as Principal, hereinafter called Contractor, and (Here insert full name and address or legal title of Surety)

GREAT AMERICAN INSURANCE COMPANY

301 E. Fourth Street, Cincinnati, Ohio 45202

as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

Great American Insurance Company, 301 E 4th Street, Cincinnati, OH 45202

as Oblige, hereinafter called Owner, in the amount of One million eighty nine thousand one hundred seventy seven and 00/100 Dollars (\$ 1,089,177.00) for the payment whereof Contractor and Surety bind themselves,

their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated 12/01/2015, entered into a contract with Owner for

Kelsey Ave Ecosystem Restoration RFP No: 16-008

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

Tetra Tech 2110 Powers Ferry Road, Suite 202 Atlanta, GA 30339 Tt #100-ATL-T31130

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder

and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 21st day of December, 2015.

McLeroy, Inc.

(Witness)

(Principal)

(Seal)

(Title)

GREAT AMERICAN INSURANCE COMPANY

(Seal)

(Surety)

Christy Lackey, Attorney In fact (Title)

Performance Bond. This bond is issued simultaneously with Labor and Material Bond F9635A

Perf Bond F9633g- (3/11)

GREAT AMERICAN INSURANCE COMPANY®

OHIO

Bond No. CA4098646

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, A.I.A. Document No. A311 (February, 1970 Edition)
THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE
OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

McLeroy Inc., 8945 US Highway 19, Zebulon GA 30228

as Principal, hereinafter called Principal, and (Here insert full name and address or legal title of Surety)

GREAT AMERICAN INSURANCE COMPANY

301 E. Fourth Street, Cincinnati, Ohio 45202

as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

Great American Insurance Company, 301 E 4th Street, Cincinnati, OH 45202

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

one million eighty nine thousand one hundred seventy seven and 00/100.

Dollars (\$1,089,177.00)

(here insert a sum equal to at least one-half of the contract price)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated 12/01/2015 entered into a contract with Owner for

Kelsey Ave Ecosystem Restoration RFP No: 16-008

in accordance with Drawings and specifications prepared by (Here insert full name and address or legal title of Architect)

Tetra Tech 2110 Powers Ferry Road, Suite 202 Atlanta, GA 30339 Tt #100-ATL-T31130

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1) A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract

2) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3) No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named,

within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety at any place where an office is regularly maintained for the transaction of business, or served in a manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 21st day of December , 2015

McLeroy, Inc.

(Witness)

(Principal)

(Seal)

(Title)

GREAT AMERICAN INSURANCE COMPANY

(Seal)

(Surety)

Christy Lackey, Attorney In fact (Title)

Karin Maynard

(Witness)

Labor and Material Payment Bond. This bond is issued simultaneously with Performance Bond F9633g

Labor Mat F9635A - (3/11)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than EIGHT

No. 0 20499

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MADALYN H. SEIFFERT	CARRIE J. KEY	ALL
BARRY C. SELLARS	KEITH H. DILLON	\$100,000,000
R. STAN HODGES, JR	EMMETT H. HALL	
CAROLYN F. SMITH	CHRISTY LACKEY	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of AUGUST 2015

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 18TH day of AUGUST, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of

21st December, 2015



Atty L C. B.
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

QUALI-7

OP ID: ST

DATE (MM/DD/YYYY)

12/28/2015

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

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

PRODUCER Snider-Killingsworth Agency P.O. Box 738 Griffin, GA 30224 Saundra D. Taylor	CONTACT NAME: Saundra D. Taylor PHONE (A/C, No, Ext): 770-228-8441 FAX (A/C, No): 770-227-8025 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : The Cincinnati Ins Company INSURER B : Builder's Mutual Ins, Co. INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Quality Construction by McLeRoy, Inc. 8945 US Hwy. 19 Zebulon, GA 30295	NAIC # 10677 10844

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	EPP 0032894	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EPA 0032894	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0032894	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WCV006828506	07/01/2015	07/01/2016	<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	Equipment Floater			EPP 0032894	07/01/2015	07/01/2016	Rented 200,000 Leased

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

RE: Kelsey Avenue Ecosystem Restoration Project. 30 Days Notice of Cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

CITYGR1

City Of Griffin
P.O. Box T
Griffin, GA 30224

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
Saundra D. Taylor

© 1988-2014 ACORD CORPORATION. All rights reserved.