

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Award for Phase 1 of Airport Hangar Project

DATE: 11/21/22

☒ **RECOMMENDATION**
☐ **POLICY DISCUSSION**
☐ **STATUS REPORT**
☐ **OTHER**

BUDGET INFORMATION:

~~ANNUAL-~~ \$0
~~CAPITAL-~~ \$3,430,798.64

COMMISSION ACTION REQUESTED ON:

PURPOSE: Due to overwhelming demand for aircraft to be based at the Habersham County Airport, we are presenting this tabulated and certified bid and seeking approval to add 24 total protective parking spots (hangars) to the existing County inventory of hangars at the airport.

BACKGROUND / HISTORY: As industrial, commercial, and residential construction continues to encroach on Georgia's public use airports, less and less land is available for the basing of aircraft. Habersham County is no exception to this. The population of Georgia has dramatically increased in recent years and, along with that increase, come additional aircraft being relocated into this state. We currently have a wait list for these hangars that is double the proposed Phase 1 construction plans. Looking forward, these projects will bring the Habersham County Airport to the threshold of 100 based aircraft, which doubles our guaranteed annual federal funding.

FACTS AND ISSUES: Adding this capacity at our airfield is one more needed stride to ensure that the airport is autonomous and self-sustaining without placing a burden on the taxpayer. Adding aircraft at the airport will result in increased fuel sales, increased ad valorem, and ultimately increased federal funding. Based on current figures, using conservative estimates for ad valorem and fuel sales, as well as market rent for the hangars, the monthly debt would be serviced by the rents and revenues, with roughly a \$7,000 per month profit on a 20 year loan and a \$2,000 per month profit on a 15 year loan.

OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
-
-

RECOMMENDED SAMPLE MOTION: Motion to approve the award of Phase 1 of the Airport Hangar Project, per the Certified Bid Tab attached.

DEPARTMENT: Airport

Prepared by: Will Regan

Director: _Will Regan

**ADMINISTRATIVE
COMMENTS:**_____

_____ **DATE:** _____

County Manager

Habersham County Airport

Hangar Building Construction

Certified Bid Tab
September 7, 2022



Schedule of Work

Commercial Metal Builders, Inc.
Zebulon, GA

Schedule B - Hangar Building Construction

Item #	Spec	Item	Quantity	Unit	Unit Price	Total
1	H-101	T-Hangar Building (60' X 247.5')	2	LS	\$ 755,030.00	\$ 1,510,060.00
2	H-101	1-Unit Box Hangar Building (60' X 120')	1	LS	\$ 464,340.00	\$ 464,340.00
3	H-101	2-Unit Box Hangar Building (60' X 120')	1	LS	\$ 468,940.00	\$ 468,940.00
TOTAL Schedule B Amount:					\$	2,443,340.00

Certification

These bids have been reviewed and tabulated, and are correct and truthful to the best of my knowledge.

BY: *Tracy Leahy*
Lead Edge Design Group, Inc.

Date: 09.09.22

Habersham County Airport

Hangar Site Preparation and Paving

Certified Bid Tab
September 7, 2022



International Waste Services
Atlanta, GA

Schedule of Work

Schedule A - Hangar Site Preparation and Paving

Item #	Spec	Item	Quantity	Unit	Unit Price	Total
1	S-151	Mobilization	1	LS	\$ 100,101.00	\$ 100,101.00
2	S-163	Construct & Remove Construction Exit	1	EA	\$ 6,965.80	\$ 6,965.80
3	S-205	Unclassified Excavation (Trench Rock)	200	CY	\$ 36.73	\$ 7,346.00
4	S-210	Grading Complete	1	LS	\$ 332,968.82	\$ 332,968.82
5	P-101	Pavement Removal	5,400	SY	\$ 10.67	\$ 57,618.00
5	P-101	Joint & Crack Repair	15,000	LF	\$ 0.73	\$ 10,950.00
6	P-101	Removal of Tiedown Anchor	69	EA	\$ 144.47	\$ 9,968.43
7	S-550	18" Slotted Drain	248	LF	\$ 123.06	\$ 30,518.88
8	S-550	18" RCP Class IV	400	LF	\$ 76.04	\$ 30,416.00
9	S-577	GDOT 1019A Double Drop Inlet Structure	2	EA	\$ 5,545.57	\$ 11,091.14
10	S-577	GDOT 1011A Junction Box	1	EA	\$ 4,368.57	\$ 4,368.57
11	S-611	Reconstruct Drop Inlet	1	LS	\$ 3,097.00	\$ 3,097.00
12	S-310	Graded Aggregate Base (8" Thick)	1,350	SY	\$ 25.00	\$ 33,750.00
13	S-400	12.5mm Superpave Bituminous Surface Course	1,800	TON	\$ 175.00	\$ 315,000.00
14	S-412	Prime Coat	350	GAL	\$ 7.00	\$ 2,450.00
15	S-413	Tack Coat	950	GAL	\$ 5.50	\$ 5,225.00
16	P-620	Temporary Airfield Marking, Yellow, Non-Reflective, including Microbicide	650	SF	\$ 9.46	\$ 6,149.00
17	P-620	Airfield Marking, Yellow, with Reflective media, including Microbicide	750	SF	\$ 9.50	\$ 7,125.00
18	P-620	Airfield Marking, Black, Non-Reflective, including Microbicide	300	SF	\$ 14.00	\$ 4,200.00
19	S-652	Solid Traffic Stripe, 4", White	300	LF	\$ 15.50	\$ 4,650.00
20	S-700	Permanent Grassing	1	AC	\$ 3,500.00	\$ 3,500.00
TOTAL Schedule A Amount:						\$ 987,458.64

Certification

These bids have been reviewed and tabulated, and are correct and truthful to the best of my knowledge.

BY: *Debra Teague*
Lead Edge Design Group, Inc.
Date: 09.09.22

Habersham County Airport Hangar Development Income November 21, 2022

Phase 1 Hangar Development Cost = \$3,430,798.64

Rental Income	Rate/Mo	# Units	Income/Month	Income/Year
T-Hangar Building 1	\$475.00	10	\$4,750.00	\$57,000.00
T-Hangar Building 2	\$475.00	10	\$4,750.00	\$57,000.00
T-Hangar End Unit Storage	\$200.00	4	\$800.00	\$9,600.00
60X60 Box Hangars	\$1,800.00	4	\$7,200.00	\$86,400.00
60X60 Box Hangar (Freestanding)	\$0.00	0	\$0.00	\$0.00
100X100 Maintenance Hangar	\$0.00	0	\$0.00	\$0.00
Total Rental Income			\$17,500.00	\$210,000.00

Fuel Sales Income	Est	# Units	Profit/Gal	Income/Month	Income/Year
T-Hangar Building 1	160	10	\$0.50	\$800.00	\$9,600.00
T-Hangar Building 2	160	10	\$0.50	\$800.00	\$9,600.00
T-Hangar End Unit Storage	0	4	\$0.00	\$0.00	\$0.00
60X60 Box Hangars	1000	4	\$1.50	\$6000.00	\$72,000.00
60X60 Box Hangar (Freestanding)	0	0	\$1.50	\$0.00	\$0.00
100X100 Maintenance Hangar	0	0	\$1.50	\$0.00	\$0.00
Total Fuel Sales Income				\$6,100.00	\$73,200.00

Ad Valorem Income to County	Est	# Units	Income/Month	Income/Year
T-Hangar Building 1	\$1,500.00	10	\$1,250.00	\$15,000.00
T-Hangar Building 2	\$1,500.00	10	\$1,250.00	\$15,000.00
T-Hangar End Unit Storage	\$0.00	4	\$0.00	\$0.00
60X60 Box Hangars	\$8,000.00	4	\$2,666.67	\$32,000.00
60X60 Box Hangar (Freestanding)	\$0.00	0	\$0.00	\$0.00
100X100 Maintenance Hangar	\$0.00	0	\$0.00	\$0.00
Total Ad Valorem Income			\$5,166.67	\$62,000.00

Total Hangar Development Income	28,766.67	345,200.00
--	------------------	-------------------

Loan \$3,430,798.64 @ 4.25%	Years	Monthly	Yearly
	15	\$25,809.00	\$309,708.00
	20	\$21,245.00	\$254,940.00
	25	NA	NA
	30	NA	NA

PROPOSAL

(Failure to furnish all requested data will be cause for considering Bidder nonresponsive and may render this Bid invalid on that basis.)

**BID FOR: HABERSHAM COUNTY AIRPORT
HANGAR SITE PREPARATION AND PAVING
HANGAR BUILDING CONSTRUCTION
LEDG Project No: 2022108**

**SUBMITTED TO: HABERSHAM COUNTY BOARD OF COMMISSIONERS
130 JACOB'S WAY, SUITE 301
CLARKSVILLE, GEORGIA 30523**

SUBMITTED BY: Commercial Metal Builders Inc
Bidder's Name
PO Box 1029
Address
Zebulon, GA 30295
City, State and Zip Code

1. The undersigned, hereinafter called Bidder, in compliance with the "Notice to Bidders," accepting all of the terms and conditions of the "Instructions to Bidders," and General Provisions, including without limitation those dealing with the disposition of Bid Security; proposes and agrees, if awarded the Contract, to enter into an Agreement with the Owner in the form of Agreement included in the Contract Documents, to furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work to be performed under this Contract within the Contract Time indicated in this Bid, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner, for the amounts contained in the Bid Schedules.
2. The Bidder agrees that the Bid will remain open for one hundred twenty (120) calendar days after the day of Bid opening. If awarded a contract, Bidder will sign the Agreement and submit the Contract Bonds and other documents required by the Contract Documents within 10 days after the date indicated in Owner's Notice of Award.
3. In submitting this Bid, Bidder represents that:
 - (a) Bidder has become thoroughly familiar with the terms and conditions of the proposed Contract Documents accepting the same as sufficient to indicate understanding of all the conditions and requirements under the Contract which will be executed for the Work.
 - (b) Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

(d) That no member of the Sponsor or Owner or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor in the Contract or any part of the Contract which may be awarded the undersigned on the basis of such Bid.

(e) This bid is based upon prevailing wages in the Owner's county in the State of Georgia and in no case are wages less than those determined by the Secretary of Labor, a schedule of which is contained in the Appendix to the Contract for Construction.

(f) It is a condition of this Bid and any subsequent contract entered into pursuant to this Bid, and it shall be made a condition of each subcontract entered into pursuant to the prime contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standards, Title 29, CFR, Part 1518 36FR7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82, Statt. 96; that it is a further condition of this Bid that he shall be solely responsible for the enforcement of such Construction and Health Standards, and that he definitely understands that the Owner and his authorized representatives will not assume any liability resulting from his failure to police and enforce all such standards.

(g) The description under each bid item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications, and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

(h) The Unit Prices Bid includes all sales taxes, and other applicable taxes and fees.

4. Contract Time: Bidder agrees that:

(a) The work for the Selected Bid Schedules and any Alternates will be completed within the specified number of consecutive calendar days (Contract Time) as shown below from the date of the Notice-To-Proceed in accordance with the work described in the Contract Drawings and Technical Specifications.

(b) The Contractor will commence work with an adequate force and equipment at the time stated in the Notice to Proceed, and complete all work in the number of days stipulated from the date stated in said notice including working overtime or on

Saturdays, Sundays, or legal holidays except as specifically allowed by the Contract Documents and approved by the Owner.

(c) The quantities of work listed in the Bid Schedule are approximate and are assumed solely for comparison of Bids. Compensation will be based upon the unit price bid and actual quantities of work performed in accordance with the Contract Documents.

(d) The Bidder agrees and accepts that for each calendar day the project remains incomplete after the contract time, the Contractor will pay the amount shown below as liquidated damages to the Owner.

5. Disadvantaged Business Enterprise (DBE) Goal – **N/A**

(a) The Bidder acknowledges that the Owner has established a Disadvantaged Business Enterprise goal shown in the Proposal for the performance of this project. The Bidder acknowledges and accepts the requirement to apply and document good faith efforts as defined in 49 CFR Part 26, Appendix A for subcontracting a portion of the prime contract to certified DBE firms for the purposes of meeting the Owner's established goal.

(b) The Bidder proposes to participate in complying with this requirement as stated in the Utilization Statement and Letters of Intent, which are attached herein.

6. Bid Schedules: See attached pages below.

(a) Bids shall include all sales tax and other applicable taxes, licenses and fees.

(b) Contractor shall complete all bid items for all Schedules of Work including any Alternate Bids. Failure to complete all bid form entries as required may be grounds for rejection of bid.

7. Execution of Contract: Bidder agrees that:

(a) In case of failure on his part to execute the said Contract and Bonds within 10 days after the date indicated in the "Notice of Award", the check or bid bond accompanying this Bid, and the money payable thereon, shall be paid to the OWNER as liquidated damages for such failure; otherwise the Bid Bond or check accompanying this Bid shall be returned to the undersigned.

8. Bid Documentation: The following documents are attached to and made a part of this Bid:

- (a) Required Bid Bond or Security payable to the Sponsor.
- (b) Acknowledgement of Addenda
- (c) Form of Non-Collusion Affidavit
- (d) Equal Opportunity Report Statement
- (e) Certification of Non-Segregated Facilities
- (f) Trade Restriction Clause - CFR Part 30

- (g) Certification Regarding Debarment Suspension, Ineligibility, and Voluntary Exclusion
– 49 CFR Part 29
- (h) Buy American Certificate
- (i) Indemnification Statement
- (j) Performance of Work by Subcontractors
- (k) Disadvantaged Business Enterprise Program forms
- (l) Anti-lobbying Form

9. Name and business address (mailing and street) of Bidder to which all formal Notices shall be sent:

10. The terms used in this Bid which are defined in the General and Special Provisions of the Contract Documents.

11. ACKNOWLEDGEMENT OF ADDENDA

Bidder hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

BID SCHEDULE

Airport: Habersham County Airport, Cornelia, Georgia
Project: Hangar Site Preparation and Paving -
Hangar Building Construction
LEDG Project No.: 2022108

SCHEDULE B - HANGAR BUILDING CONSTRUCTION

ITEM NO.	SPEC NO.	DESCRIPTION	ESTIMATED QTY/UNITS	UNIT PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)
1.	H-101	T-Hangar Building (60' X 247.5')	2	LS \$ <u>755,030</u>	\$ <u>1,510,060</u>
2.	H-101	1-Unit Box Hangar Building (60' X 120')	1	LS \$ <u>464,340</u>	\$ <u>464,340</u>
3.	H-101	2-Unit Box Hangar Building (60' X 120')	1	LS \$ <u>468,940</u>	\$ <u>468,940</u>

TOTAL BID AMOUNT THIS SCHEDULE
(Written in Words and Figures)

Two Million Four Hundred
Forty-three Thousand Three
Hundred Forty — Dollars
(\$ 2,443,340)

CONTRACT TIME: 90 CALENDAR DAYS

NOTE: CONTRACT TIME FOR THE CONSTRUCTION OF THE HANGAR BUILDINGS IS 90 DAYS. THE CONTRACTOR WILL BE REQUIRED TO ORDER THE STEEL WITHIN 10 DAYS OF RECEIVING THE NOTICE (NOTICE TO PROCEED) FROM THE OWNER. PROOF OF PURCHASE OF THE STEEL MUST BE PROVIDED TO THE OWNER WITHIN THE SAME 10 DAY PERIOD. CONTRACT TIMES WILL BE MEASURED SEPARATELY FOR THE SITE WORK AND HANGAR BUILDINGS.

Liquidated Damages: \$ 1,000 per Calendar Day

DBE Goal: N/A %

Respectfully Submitted,

Commercial Metal Builders Inc

Contractor

PO Box 1029, Zebulon, GA 30295

Address

James W Lane

By (Signature)

President

Title

Tammy Conner

Attest

9-2-2022

Date

RLQA 001724

Current Georgia Contractor's
License Number

(SEAL)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Commercial Metal Builders, Inc. as Principal, hereinafter called the Principal, and FCI Insurance Company, a corporation duly organized under the laws of the State of Georgia, as Surety, hereinafter called the Surety, are held and firmly bound unto Sponsor for the sum of 5% of the Bid price: Dollars (\$ 5% of Amount Bid.), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **HANGAR SITE PREPARATION AND PAVING-HANGAR BUILDING CONSTRUCTION.**

NOW, THEREFORE, if the Sponsor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Sponsor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Sponsor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Sponsor may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of August, 2022.

CONTRACTOR: Commercial Metal Builders, Inc.

(Signature) James W. Lane

By James W. Lane (Print Name)

(Witness Signature) Tammy Conner

By Tammy Conner (Print Name)

BONDING COMPANY:

FCI Insurance Company
(Bonding Company Title) [Signature]
(Attorney-in-Fact Signature)

By Robert M. Hrehor, Attorney-in-Fact (Print Name)

(Witness Signature) Kristy E. Hrehor

By Kristy E. Hrehor, Witness (Print Name)

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Robert M. Hrehor

Each, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

Surety Bond No.: COMFCL-13

Principal: Commercial Metal Builders, Inc.

Obligee: Habersham County Board of Commissioners

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President
FCCI Insurance Company

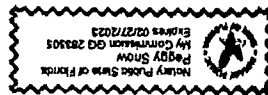


Christopher Shoucali, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

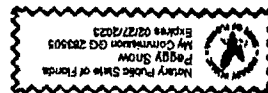


Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 30th day of August, 2022

Christopher Shoucali, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF Georgia

COUNTY OF Pike

James W. Lane, being first duly sworn, deposes and says that

1. He is (Sole owner, a partner, president, secretary, etc.) of
Commercial Metal Builders Inc the party making the foregoing Proposal or BID
2. That such BID is genuine and not collusive or sham;
3. That said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against OWNER any person interested in the proposed Contract; and
4. That all statements in said Proposal or Bid are true; and further,
5. That such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

James W Lane
(Bidder)

President
(Title)

Sworn to and subscribed before me this 2 day of September, 2022.

Tammy Conner
Notary Public in and for

County Pike

My Commission expires Jan. 27,, 2026.

(SEAL)



**EQUAL OPPORTUNITY REPORT STATEMENT
AS REQUIRED BY 41 CFR 60-1.7(b)**

The BIDDER (Proposer) shall complete the following statement by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of bid:

1. The BIDDER (Proposer) has _____ has not ☒ developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The BIDDER (Proposer) has _____ has not ☒ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
3. The BIDDER (Proposer) has _____ has not ☒ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The BIDDER (Proposer) does _____ does not ☒ employ fifty (50) or more employees.

NAME OF BIDDER: Commercial Metal Builders Inc

BY: Jane W. Han

TITLE: President

DATE: 9/2/2022

SUBCONTRACTS EXCEEDING \$10,000 WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE

CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction Contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.



Signature of BIDDER

9-2-2022

Date

President

Title

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

GENERAL

BIDDER'S NAME Commercial Metal Builders Inc

ADDRESS PO Box 1029, Zebulon, GA 30295

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER 58-2255974

**NONSEGREGATED FACILITIES
NOTICE TO PROSPECTIVE FEDERALLY ASSISTED
CONSTRUCTION CONTRACTORS
(41 CFR 60-1.8)**

(1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction Contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

(2) Contractors receiving federally assisted construction Contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective Subcontractors for supplies and construction Contracts where the Subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

(1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a Subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.

(2) Contractors receiving Subcontract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective Subcontractors for supplies and construction Contracts where the Subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

TRADE RESTRICTION CLAUSE - CFR PART 30
(VERSION 1, 1/5/90)

The Contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

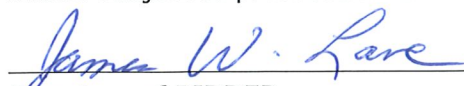
- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation, in accordance with 49 CFR 30.17, no contract shall be awarded to a Contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the Sponsor, cancellation of the Contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower-tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the Sponsor, cancellation of the Contract or subcontract for default at no cost to the Government.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

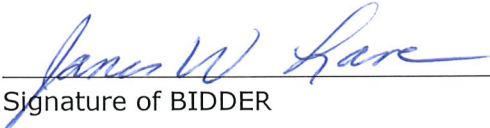

Signature of BIDDER

9-2-2022
Date

President
Title

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION - 49 CFR PART 29 (VERSION 1, 1/5/90)**

The bidder/offeror certifies, by submission of this proposal or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause, without modification, in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower-tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

	<u>9-2-2022</u>
Signature of BIDDER	Date
<u>President</u>	
Title	

**CERTIFICATE OF BUY AMERICAN COMPLIANCE
FOR MANUFACTURED PRODUCTS**

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

9-2-2022

Date

Signature

Commercial Metal Builders Inc

Company Name

President

Title

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, James W. Lane, hereby certify on
(name and title of bidder's official)

behalf of Commercial Metal Builders Inc that:
(name of bidder)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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 Form to Report Lobbying, " 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 subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 2 day of September, 2022.

By: James W Lane
(Signature of authorized official)

President
(Title of authorized official)

DISADVANTAGED BUSINESS ENTERPRISES PLAN – N/A

The **Owner** in accordance with Title VI Civil Rights Act of 1964, 78 Stat. 262, 42 USC and 49 CFR, Part 21 issued pursuant to such Act, affords Disadvantage Business Enterprises full opportunity to submit an indication of interest in response to this invitation and will not discriminate against any interested firm on the ground of race, creed, color, sex, age or national origin in a contract award. In addition, the Owner has established goals for DBE participation in Owner projects.

REQUIRED ASSURANCE TO BE INCLUDED IN ALL BID PROPOSALS – N/A

The firm assures that it will utilize not less than **the percentage stated in the Proposal** of Disadvantaged Business participation. Percentage applies to bidder if a DBE or to qualifying subcontractors to be used by Bidder. Upon request, Bidder and/or Contractor, if contract is entered into with Bidder, shall furnish the names of such subcontractors and the anticipated dollar volume to be furnished by Bidder. If the goal for DBE participation is not met, the Bidder is required to submit documentation of efforts it made. The Owner will then determine whether these are "good faith efforts."

CERTIFICATION OF BIDDER for the above:

BIDDER'S NAME: _____

ADDRESS: _____

IRS NUMBER: _____

DBE SUBCONTRACTOR SOLICITATION – N/A

Project Name: _____

DBE Project Goal: **(As stated in the Proposal)**

<u>Name, Address, Phone # of DBE Subcontractor</u>	<u>Date of Contact</u>	<u>Result(s) of Contact</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company Official

Company

Date

Title of Official

THIS FORM MUST BE SUBMITTED WITH THE BID PROPOSAL.

NOTE: Please attach copies of any written solicitation information, including, but not limited to, information regarding follow-up contacts.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION – N/A

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal stated in the Proposal) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
Signature

Title

DBE INTENT TO PERFORM AS A SUBCONTRACTOR – N/A

T O : _____ , in response to a telephone or
written request for a quote on _____ , 20____
_____ agrees to perform
the work outlined below in the project known as _____
for the project listed herein:

The work description is as follows:

The price of said work is \$ _____ . _____
will enter into a formal agreement for the above work conditional upon your entering a
contract with the Owner. Any changes, including the addition or deletion of DBE firms after
bid opening, must have written approval of the Owner.

Date

Name of DBE Firm

Name of Prime Contractor

Signature of Official

Title of Official Signing

(Submit this page for each DBE subcontractor.)

LETTER OF INTENT – N/A

Name of bidder/offeror's firm: _____

Address: _____

City: _____

State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)



COMMET-01

TCONNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2022

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 Oakbridge Insurance Agency 325 South Hill Street Griffin, GA 30224	CONTACT NAME: Oakbridge Producer	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Commercial Metal Builders Inc Attn: Jim Lane PO Box 1029 Zebulon, GA 30295	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Selective Way Insurance Co	
	INSURER B : Travelers Property Casualty Co of America	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X	X	S 2452861	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	S 2452861	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE			S 2452861	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	6JUB 7H81823-7-22	1/1/2022	1/1/2023	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR 9/7/22 BID - Hangar Site Preparation and Paving - Hangar Building Construction, Habersham County Airport, Cornelia, GA.

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER Habersham County Government It's Officers, Officials, Employees 130 Jacob's Way, Suite 302 Clarksville, GA 30523	CANCELLATION 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 Tammy Conner
--	---

DEBARMENT AND SUSPENSION

Mandatory Federal Contract Provision:

The Contractor must be registered with the System for Award Management (SAM), have no applicable exclusions listed, and provide printed verification of the Contractor's Debarment and Suspension status.

See [SAM.gov | Home](#)

The bidder shall include a printed copy of their verification status with the bid.

**Attach Contractor's printed verification of
Debarment and Suspension status here.**

END OF PROPOSAL

PROPOSAL

(Failure to furnish all requested data will be cause for considering Bidder nonresponsive and may render this Bid invalid on that basis.)

**BID FOR: HABERSHAM COUNTY AIRPORT
HANGAR SITE PREPARATION AND PAVING
LEDG Project No: 2022108**

**SUBMITTED TO: HABERSHAM COUNTY BOARD OF COMMISSIONERS
130 JACOB'S WAY, SUITE 301
CLARKSVILLE, GEORGIA 30523**

SUBMITTED BY: International Waste Services
Bidder's Name
3379 Peachtree Rd, NE Ste 555
Address
Atlanta, GA 30326
City, State and Zip Code

1. The undersigned, hereinafter called Bidder, in compliance with the "Notice to Bidders," accepting all of the terms and conditions of the "Instructions to Bidders," and General Provisions, including without limitation those dealing with the disposition of Bid Security; proposes and agrees, if awarded the Contract, to enter into an Agreement with the Owner in the form of Agreement included in the Contract Documents, to furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work to be performed under this Contract within the Contract Time indicated in this Bid, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner, for the amounts contained in the Bid Schedules.
2. The Bidder agrees that the Bid will remain open for one hundred twenty (120) calendar days after the day of Bid opening. If awarded a contract, Bidder will sign the Agreement and submit the Contract Bonds and other documents required by the Contract Documents within 10 days after the date indicated in Owner's Notice of Award.
3. In submitting this Bid, Bidder represents that:
 - (a) Bidder has become thoroughly familiar with the terms and conditions of the proposed Contract Documents accepting the same as sufficient to indicate understanding of all the conditions and requirements under the Contract which will be executed for the Work.
 - (b) Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

(d) That no member of the Sponsor or Owner or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor in the Contract or any part of the Contract which may be awarded the undersigned on the basis of such Bid.

(e) This bid is based upon prevailing wages in the Owner's county in the State of Georgia and in no case are wages less than those determined by the Secretary of Labor, a schedule of which is contained in the Appendix to the Contract for Construction.

(f) It is a condition of this Bid and any subsequent contract entered into pursuant to this Bid, and it shall be made a condition of each subcontract entered into pursuant to the prime contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standards, Title 29, CFR, Part 1518 36FR7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82, Statt. 96; that it is a further condition of this Bid that he shall be solely responsible for the enforcement of such Construction and Health Standards, and that he definitely understands that the Owner and his authorized representatives will not assume any liability resulting from his failure to police and enforce all such standards.

(g) The description under each bid item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications, and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

(h) The Unit Prices Bid includes all sales taxes, and other applicable taxes and fees.

4. Contract Time: Bidder agrees that:

(a) The work for the Selected Bid Schedules and any Alternates will be completed within the specified number of consecutive calendar days (Contract Time) as shown below from the date of the Notice-To-Proceed in accordance with the work described in the Contract Drawings and Technical Specifications.

(b) The Contractor will commence work with an adequate force and equipment at the time stated in the Notice to Proceed, and complete all work in the number of days stipulated from the date stated in said notice including working overtime or on

Saturdays, Sundays, or legal holidays except as specifically allowed by the Contract Documents and approved by the Owner.

(c) The quantities of work listed in the Bid Schedule are approximate and are assumed solely for comparison of Bids. Compensation will be based upon the unit price bid and actual quantities of work performed in accordance with the Contract Documents.

(d) The Bidder agrees and accepts that for each calendar day the project remains incomplete after the contract time, the Contractor will pay the amount shown below as liquidated damages to the Owner.

5. Disadvantaged Business Enterprise (DBE) Goal – **N/A**

(a) The Bidder acknowledges that the Owner has established a Disadvantaged Business Enterprise goal shown in the Proposal for the performance of this project. The Bidder acknowledges and accepts the requirement to apply and document good faith efforts as defined in 49 CFR Part 26, Appendix A for subcontracting a portion of the prime contract to certified DBE firms for the purposes of meeting the Owner's established goal.

(b) The Bidder proposes to participate in complying with this requirement as stated in the Utilization Statement and Letters of Intent, which are attached herein.

6. Bid Schedules: See attached pages below.

(a) Bids shall include all sales tax and other applicable taxes, licenses and fees.

(b) Contractor shall complete all bid items for all Schedules of Work including any Alternate Bids. Failure to complete all bid form entries as required may be grounds for rejection of bid.

7. Execution of Contract: Bidder agrees that:

(a) In case of failure on his part to execute the said Contract and Bonds within 10 days after the date indicated in the "Notice of Award", the check or bid bond accompanying this Bid, and the money payable thereon, shall be paid to the OWNER as liquidated damages for such failure; otherwise the Bid Bond or check accompanying this Bid shall be returned to the undersigned.

8. Bid Documentation: The following documents are attached to and made a part of this Bid:

- (a) Required Bid Bond or Security payable to the Sponsor.
- (b) Acknowledgement of Addenda
- (c) Form of Non-Collusion Affidavit
- (d) Equal Opportunity Report Statement
- (e) Certification of Non-Segregated Facilities
- (f) Trade Restriction Clause - CFR Part 30

- (g) Certification Regarding Debarment Suspension, Ineligibility, and Voluntary Exclusion
– 49 CFR Part 29
- (h) Buy American Certificate
- (i) Indemnification Statement
- (j) Performance of Work by Subcontractors
- (k) Disadvantaged Business Enterprise Program forms
- (l) Anti-lobbying Form

9. Name and business address (mailing and street) of Bidder to which all formal Notices shall be sent:

International Waste Services 3379 Peachtree Rd, NE, Ste. 555
Atlanta, GA 30326 (404) 662-3799 / 678-519-8000

10. The terms used in this Bid which are defined in the General and Special Provisions of the Contract Documents.

11. ACKNOWLEDGEMENT OF ADDENDA

Bidder hereby acknowledges receipt of all Addenda through and including:

Addendum No. n/a, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF Georgia

COUNTY OF Cobb

Alwyn Williams, being first duly sworn, deposes and says that

1. He is (Sole owner, a partner, president, secretary, etc.) of

International Waste Services the party making the foregoing Proposal or BID

2. That such BID is genuine and not collusive or sham;

3. That said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against OWNER any person interested in the proposed Contract; and

4. That all statements in said Proposal or Bid are true; and further,

5. That such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Alwyn Williams
(Bidder)

Managing Member
(Title)

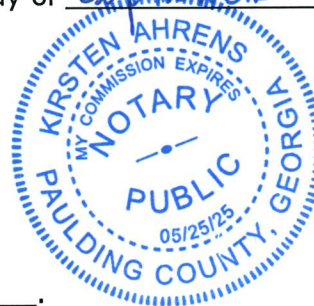
Sworn to and subscribed before me this 6 day of September, 2022.

Kirsten Ahrens
Notary Public in and for

County Cobb

My Commission expires 5/25/25, 20 .

(SEAL)



BID SCHEDULE

Airport:
Project:
LEDG Project No.:

Habersham County Airport, Cornelia, Georgia
Hangar Site Preparation and Paving
2022108

SCHEDULE A – HANGAR SITE PREPARATION AND PAVING

ITEM NO.	SPEC NO.	DESCRIPTION	ESTIMATED QTY/UNITS	UNIT PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)
1.	S-151	Mobilization	1 LS	\$ <u>100,101.00</u>	\$ <u>100,101.00</u>
2.	S-163	Construct & Remove Construction Exit	1 EA	\$ <u>6,965.80</u>	\$ <u>6,965.80</u>
3.	S-205	Unclassified Excavation (Trench Rock)	200 CY	\$ <u>36.73</u>	\$ <u>7,346.00</u>
4.	S-210	Grading Complete	1 LS	\$ <u>332,968.82</u>	\$ <u>332,968.82</u>
5.	P-101	Pavement Removal	5,400 SY	\$ <u>10.67</u>	\$ <u>57,618.00</u>
6.	P-101	Joint & Crack Repair	15,000 LF	\$ <u>.73</u>	\$ <u>10,950.00</u>
7.	P-101	Removal of Tiedown Anchor 69	EA	\$ <u>144.47</u>	\$ <u>9,968.43</u>
8.	S-550	18" Slotted Drain	248 LF	\$ <u>123.06</u>	\$ <u>30,518.88</u>
9.	S-550	18" RCP Class IV	400 LF	\$ <u>76.04</u>	\$ <u>30,416.00</u>
10.	S-577	GDOT 1019A Double Drop Inlet Structure	2 EA	\$ <u>5,545.57</u>	\$ <u>14,091.14</u>
11.	S-577	GDOT 1011A Junction Box	1 EA	\$ <u>4,368.57</u>	\$ <u>4,368.57</u>
12.	S-611	Reconstruct Drop Inlet	1 LS	\$ <u>3,097.00</u>	\$ <u>3,097.00</u>

ITEM NO.	SPEC NO.	DESCRIPTION	ESTIMATED QTY/UNITS	UNIT PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)
13.	S-310	Graded Aggregate Base (8" Thick)	1,350 SY	\$ <u>25.00</u>	\$ <u>33,750.00</u>
14.	S-400	12.5mm Superpave Bituminous Surface Course	1,800 TON	\$ <u>175.00</u>	\$ <u>315,000.00</u>
15.	S-412	Prime Coat	350 GAL	\$ <u>7.00</u>	\$ <u>2,450.00</u>
16.	S-413	Tack Coat	950 GAL	\$ <u>5.50</u>	\$ <u>5,225.00</u>
17.	P-620	Temporary Airfield Marking, Yellow, Non-Reflective, Including Microbicide	650 SF	\$ <u>9.46</u>	\$ <u>6,149.00</u>
18.	P-620	Airfield Marking, Yellow, With Reflective Media, Including Microbicide	750 SF	\$ <u>9.50</u>	\$ <u>7,125.00</u>
19.	P-620	Airfield Marking, Black, Non-Reflective, Including Microbicide	300 SF	\$ <u>14.00</u>	\$ <u>4,200.00</u>
20.	P-620	Solid Traffic Stripe, 4", White	300 SF	\$ <u>15.50</u>	\$ <u>4,650.00</u>
21.	S-700	Permanent Grassing	1 AC	\$ <u>3,500</u>	\$ <u>3,500.00</u>

TOTAL BID AMOUNT THIS SCHEDULE
(Written in Words and Figures)

One Hundred - Eight - seven thousand
Four Hundred and Fifty dollars
sixty - four cents - Dollars
(\$ 987,450.64)

CONTRACT TIME: 60 CALENDAR DAYS

Liquidated Damages: \$ 1,000 per Calendar Day

DBE Goal: N/A %

Respectfully Submitted,

International Waste Services
Contractor

9/7/22
Date

3379 Peachtree Rd, NE, Ste 555, Atlanta, GA 30326
Address

13234 GDOT
Current Georgia Contractor's
License Number

[Signature]
By (Signature)

Managing member
Title

(SEAL)

Jennifer Walsh
Attest



Bond No. NA

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, International Waste Services, LLC as Principal, hereinafter called the Principal, and United States Fire Insurance Company, a corporation duly organized under the laws of the State of Georgia, as Surety, hereinafter called the Surety, are held and firmly bound unto Sponsor for the sum of 5% of the Bid price:

Five Percent of the total amount bid Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for HANGAR SITE PREPARATION AND PAVING,

NOW, THEREFORE, if the Sponsor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Sponsor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Sponsor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Sponsor may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of September, 2022.

CONTRACTOR: International Waste Services, LLC

[Signature]
(Signature)

By Wayne Williams
(Print Name)

Jennifer Wall
(Witness Signature)

By Jennifer Williams
(Print Name)

BONDING COMPANY:

United States Fire Insurance Company
(Bonding Company Title)

[Signature]
(Attorney-in-Fact Signature)

By Kevin R. Wojtowicz, Attorney-In-Fact
(Print Name)

[Signature]
(Witness Signature)

By Stephanie Wall, Witness to Surety
(Print Name)

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0092522

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Kevin R. Wojtowicz, David Turcios, John R. Neu, Daniel F. Ouks, Laura D. Mosholder

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

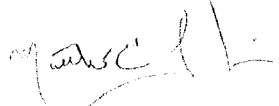
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

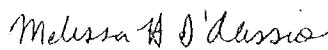
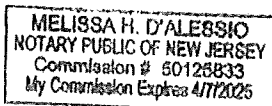
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



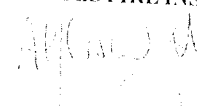
Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 7 day of September 2022

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President





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

February 10, 2022

CERTIFICATE OF REGISTRATION

Vendor ID: 13234

International Waste Services, LLC
1564 Herrington Road
Lawrenceville, GA 30048

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 Registration is effective on the date of issue stated above and cancels and supersedes all Certificates previously issued:

MAXIMUM CAPACITY RATING: \$2,750,000.00

CERTIFICATE EXPIRES: December 31, 2023

PRIMARY WORK CLASS/CODE: 205

**SECONDARY WORK CLASS(ES)/CODE(S): 201, 205A, 206A, 209, 310, 310A, 432A, 603A,
and 800A**

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.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This 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,

Marc Mastronardi, P.E.

Marc Mastronardi, P.E.

Chairman, Prequalification Committee/Contractors

Digitally signed by Marc Mastronardi, P.E.
DN: C=US, E=mmastronardi@dot.ga.gov,
O=Georgia Department of Transportation,
OU=Division of Construction - Director,
CN="Marc Mastronardi, P.E."
Date: 2022.02.22 14:05:47-05'00'

MM:TKA

**EQUAL OPPORTUNITY REPORT STATEMENT
AS REQUIRED BY 41 CFR 60-1.7(b)**

The BIDDER (Proposer) shall complete the following statement by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of bid:

1. The BIDDER (Proposer) has ☒ has not ☐ developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The BIDDER (Proposer) has ☒ has not ☐ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
3. The BIDDER (Proposer) has ☐ has not ☒ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The BIDDER (Proposer) does ☐ does not ☒ employ fifty (50) or more employees.

NAME OF BIDDER: International Waste Services

BY: Alynn Williams

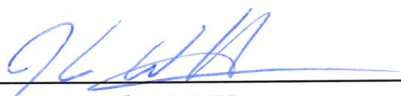
TITLE: Managing member

DATE: 9/7/22

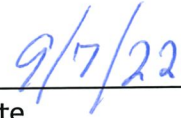
SUBCONTRACTS EXCEEDING \$10,000 WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE

CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction Contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.



Signature of BIDDER



Date



Title

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

GENERAL

BIDDER'S NAME International Waste Services
ADDRESS 3379 Peachtree Rd, NE Ste 555, Atlanta, GA 30326
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER 46-2361240

**NONSEGREGATED FACILITIES
NOTICE TO PROSPECTIVE FEDERALLY ASSISTED
CONSTRUCTION CONTRACTORS
(41 CFR 60-1.8)**

- (1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction Contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
- (2) Contractors receiving federally assisted construction Contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective Subcontractors for supplies and construction Contracts where the Subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

NOTE: The penalty for making false statements in offers in prescribed in 18 U.S.C. 1001.

**NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

- (1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a Subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
- (2) Contractors receiving Subcontract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective Subcontractors for supplies and construction Contracts where the Subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**TRADE RESTRICTION CLAUSE - CFR PART 30
(VERSION 1, 1/5/90)**

The Contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation, in accordance with 49 CFR 30.17, no contract shall be awarded to a Contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the Sponsor, cancellation of the Contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower-tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the Sponsor, cancellation of the Contract or subcontract for default at no cost to the Government.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.



Signature of BIDDER



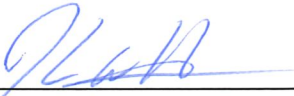
Date



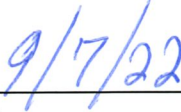
Title

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION - 49 CFR PART 29 (VERSION 1, 1/5/90)**

The bidder/offeror certifies, by submission of this proposal or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause, without modification, in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower-tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.



Signature of BIDDER



Date



Title

**CERTIFICATE OF BUY AMERICAN COMPLIANCE
FOR MANUFACTURED PRODUCTS**

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

9/7/22

Signature



Company Name

International Waste Services

Title

managing member

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Alynn Williams, hereby certify on
(name and title of bidder's official)

behalf of International Waste Services that:
(name of bidder)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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 Form to Report Lobbying, " 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 subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 7 day of September, 2022.

By: [Signature]
(Signature of authorized official)

Managing member
(Title of authorized official)

DISADVANTAGED BUSINESS ENTERPRISES PLAN – N/A

The **Owner** in accordance with Title VI Civil Rights Act of 1964, 78 Stat. 262, 42 USC and 49 CFR, Part 21 issued pursuant to such Act, affords Disadvantage Business Enterprises full opportunity to submit an indication of interest in response to this invitation and will not discriminate against any interested firm on the ground of race, creed, color, sex, age or national origin in a contract award. In addition, the Owner has established goals for DBE participation in Owner projects.

REQUIRED ASSURANCE TO BE INCLUDED IN ALL BID PROPOSALS – N/A

The firm assures that it will utilize not less than **the percentage stated in the Proposal** of Disadvantaged Business participation. Percentage applies to bidder if a DBE or to qualifying subcontractors to be used by Bidder. Upon request, Bidder and/or Contractor, if contract is entered into with Bidder, shall furnish the names of such subcontractors and the anticipated dollar volume to be furnished by Bidder. If the goal for DBE participation is not met, the Bidder is required to submit documentation of efforts it made. The Owner will then determine whether these are "good faith efforts."

CERTIFICATION OF BIDDER for the above:

BIDDER'S NAME: International Waste Services

ADDRESS: 3379 Peachtree Rd. NE, Ste 555
Atlanta, GA 30326

IRS NUMBER: 46-2361240

DBE SUBCONTRACTOR SOLICITATION – N/A

Project Name: Mangrove Site Preparation and Planting

DBE Project Goal: **(As stated in the Proposal)**

<u>Name, Address, Phone # of DBE Subcontractor</u>	<u>Date of Contact</u>	<u>Result(s) of Contact</u>
<u>N/A</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

<u>Alwyn Williams</u>	<u>International Waste Services</u>
Company Official	Company
<u>9/7/22</u>	<u>managing member</u>
Date	Title of Official

THIS FORM MUST BE SUBMITTED WITH THE BID PROPOSAL.

NOTE: Please attach copies of any written solicitation information, including, but not limited to, information regarding follow-up contacts.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION – N/A

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

 N/A

The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.

The bidder/offeror (if unable to meet the DBE goal stated in the Proposal) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

International Waste Services

State Registration No. _____

13234

By _____

[Signature]

Signature

managing member

Title

DBE INTENT TO PERFORM AS A SUBCONTRACTOR – N/A

T O : N/A , in response to a telephone or
written request for a quote on _____ , 20__

_____ agrees to perform
the work outlined below in the project known as _____
for the project listed herein:

The work description is as follows:

The price of said work is \$ _____ . _____
will enter into a formal agreement for the above work conditional upon your entering a
contract with the Owner. Any changes, including the addition or deletion of DBE firms after
bid opening, must have written approval of the Owner.

Date

Name of DBE Firm

Johnston / Waste Services
Name of Prime Contractor

[Signature]
Signature of Official

managing member
Title of Official Signing

(Submit this page for each DBE subcontractor.)

LETTER OF INTENT – N/A

Name of bidder/offeror's firm: _____

Address: _____

City: _____

State: _____ **Zip:** _____

Name of DBE firm: _____

Address: _____

City: _____

State: _____ **Zip:** _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

CERTIFICATE OF CORPORATE RESOLUTION

International Waste Services

I, Jennifer Williams, Secretary of International Waste Services, LLC, (Corporation) do hereby certify that at a duly constituted meeting

of the Stockholders and Directors of the Corporation held at the office of the Corporation on

August 1, 2021 (year), it was upon motion duly made and seconded, that it be

VOTED:

that Alwyn Williams is authorized to sign all contracts or other documents, on behalf of International Waste Services, LLC.

It was upon further motion made and seconded that it be further VOTED: That Alwyn Williams in the capacity as managing member of the Corporation is empowered, authorized and directed to execute, deliver and accept any and all documents and undertake all acts reasonably required or incidental to accomplish the foregoing vote, all on such terms and conditions as he in his discretion deems to be in the best interests of the Corporation.

I further certify that the foregoing votes are in full force this date without rescission, modification or amendment.

Signed this 1 day of August, 2021 (year).

A TRUE RECORD

ATTEST

Jennifer Williams
Secretary/Clerk

(Corporate Seal)



CITY OF ATLANTA
55 Trinity Avenue SW
Suite 1350
Atlanta GA 30303

OCCUPATION TAX REGISTRATION CERTIFICATE
VALID ONLY WHEN OCCUPATION REGISTRATION TAX
REQUIREMENTS ARE PAID

Business Name: INTERNATIONAL WASTE SERV. LLC

Business Type(s): 423440 Other Commercial Equipment
Merchant Wholesalers

Business Location: 3379 PEACHTREE RD NE STE. # 555
ATLANTA, GA 30326

Mailing Address: 3379 PEACHTREE RD NE STE. # 555
ATLANTA, GA 30326

Owner: INTERNATIONAL WASTE SERV. LLC

License Number: LGB-158742-2020

License Type: General Business License

Issued Date: 6/27/2022

Classification: Wholesale Trade

Expiration Date: 12/31/2022

Mohamed Balla
Mohamed Balla, Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION. NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS. NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S) IS REQUIRED. CERTIFICATE NOT TRANSFERABLE IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD. CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270 THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS.

TO POSTED: 11/11/2022 10:00 AM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2022

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 Lansdowne Insurance Agency PO Box 151 Mount Pocono, PA 18344	CONTACT NAME: Andrew Weidinger
	PHONE (A/C, No, Ext): (570)839-7413 FAX (A/C, No): (570)839-9748
	E-MAIL ADDRESS: a.weidinger@lansdowneinsurance.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Mesa Underwriters Specialty
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED

International Waste Services Llc
DBA International Waste Service
802 S 60th St
Philadelphia, PA 19143

COVERAGES **CERTIFICATE NUMBER: 00001188-151733** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GS1008032	09/06/2022	09/06/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

INTERNATIONAL WASTE SERVICES LLC
802 S 60TH ST
Philadelphia, PA 19143

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

(AAW)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2022

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	Lansdowne Insurance Agency PO Box 151 Mount Pocono, PA 18344	CONTACT NAME: Andrew Weidinger PHONE (A/C, No, Ext): (570)839-7413 FAX (A/C, No): (570)839-9748 E-MAIL ADDRESS: a.weidinger@lansdowneinsurance.com
INSURED	WILLIAMS, ALWYN DBA International Waste Services LLC 802 S 60th St Philadelphia, PA 19143	INSURER(S) AFFORDING COVERAGE INSURER A: Bristol West Insurance Group NAIC #: 19658 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00001188-154860

REVISION NUMBER: 3

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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY ☐ PRO-JECT ☐ LOC ☐						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY			M00002259700	09/14/2021	09/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO ☐						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☒						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐						\$
	UMBRELLA LIAB ☐						EACH OCCURRENCE \$
	EXCESS LIAB ☐						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

INTERNATIONAL WASTE SERVICES LLC
802 S 60TH ST
Philadelphia, PA 19143

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

(AAW)

© 1988-2015 ACORD CORPORATION. All rights reserved.

An official website of the United States government
[Here's how you know](#)



You have 2 new alerts
[Show / Hide Alerts](#)



< Entity Workspace



Get Started



Please verify your identity: As an entity administrator, you should verify your identity to register, update, or deactivate your entity's registration in SAM.gov. This will become mandatory in FY 2022.

[Verify Your Identity](#)

Show Workspace For
Non-Federal Entities



Filter By



1

of 1



Results per page

25

Sort by

Expiration Date Ascending

International Waste Services, LLC

Inactive Registration



Unique Entity ID:
Y5LTHJ9TMHX5

CAGE/NCAGE:
7WW40

FSD Number: **INC-GSAFSD6789201**

Purpose of Registration:

All Awards

Physical Address:
802 S 60th St
Philadelphia, PA 19143-2312 USA

Expiration Date

Jan 18, 2022

FSD Incidents

INC-GSAFSD6789201

INC-GSAFSD6789201

View

Status

Submitted

In Renewal Process



Feedback

Our Website

Our Partners

Policies

Customer Service



General Services Administration

Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.