

City of Guyton, Georgia  
CITY COUNCIL SPECIAL CALLED MEETING  
May 31, 2022 at 7:00 P.M.



**C.D. Dean, Jr., Public Safety Complex  
GUYTON GYMNASIUM  
505 Magnolia Street  
Guyton, GA 31312**

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## **AGENDA**

- 1. Call to Order**
- 2. Consideration to Approve the Agenda**
- 3. New Business**
  - a. Consideration to approve Resolution 2022-04 referencing the Guyton Elementary Exit TSPLOST project
  - b. Consideration to approve Resolution 2022-05 referencing repaving the Guyton Walking Trail
  - c. Consideration to approve Reconnaissance-Level Archaeological Survey for the City of Guyton Land Application System Expansion Site – Griner Tract
  - d. Consideration to approve change order to 2021 LMIG 4<sup>th</sup> Street Repaving project to include Gordon Ave.
- 4. Public Comments (will be limited to Agenda Items only)**
- 5. Consideration to adjourn this meeting**



May 18<sup>th</sup>, 2022

Meketa Brown  
City Manager  
310 Central Boulevard  
Guyton, GA 31312

**RE: City of Guyton, GA  
Guyton Elementary School Drainage Improvements (PE21246)**

Dear Ms. Brown,

As you are aware, bids were received and opened for the above referenced project on May 18<sup>th</sup>, 2022 at 3:30 PM. We have checked and tabulated the bids received. We have determined that Tim Lanier Construction, LLC is the low bidder for this project when evaluated on the basis of the base bid amount.

Since the low bidder appears to have adequate experience and technical ability to complete this project, Parker Engineering recommends the project be awarded to Tim Lanier Construction, LLC in an amount equal to the base bid amount of \$44,370.00.

We are enclosing one copy of the "Bid Tabulation" for your file and a copy of the Notice of Award for this project. Please execute the Notice of Award and return it to our office as soon as possible. We will prepare three (3) sets of contract documents and forward them to you when the Contractor has executed the Agreement and delivered all the necessary insurance, etc.

If you have any questions or need any additional information, please call us.

Sincerely,

A handwritten signature in blue ink that reads "Wesley Parker".

G. Wesley Parker, P.E.

encl: Bid Tabulation, Notice of Award, Resolution

cc: Russ Deen, City of Guyton

BID TABULATION FOR ALL BIDS  
 RECEIVED AT 310 Central Boulevard, Guyton, GA 31312  
 ON May 18th, 2022 AT 3:30 PM

PARKER ENGINEERING, LLC  
 36 COURTLAND STREET, SUITE B  
 STATESBORO, GA 30458

PROJECT:				BIDDERS:					
City of Guyton Guyton Elementary School Drainage Improvements PROJECT NO.: PE21246				Tim Lanier Construction, LLC PO Box 2379 Statesboro, GA 30459		E&D Contracting Services 2001 Mills B Lane Boulevard Savannah, GA 31405		Griffin Contracting, Inc. 122 Pipemakers Circle Pooler, GA 31322	
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>ITEM 1 - Drainage Improvements</b>									
a.	257	SY	Sawcut and Remove Asphalt Drive and Replace with 6" Concrete	\$ 75.00	\$ 19,275.00	\$ 155.00	\$ 39,835.00	\$ 185.00	\$ 47,545.00
b.	72	LF	15" RCP	\$ 72.50	\$ 5,220.00	\$ 175.00	\$ 12,600.00	\$ 164.00	\$ 11,808.00
c.	1	EA	Grate Inlet Constructed in Place	\$ 2,275.00	\$ 2,275.00	\$ 4,900.00	\$ 4,900.00	\$ 6,300.00	\$ 6,300.00
d.	2	EA	Precast Roof Inlet	\$ 4,550.00	\$ 9,100.00	\$ 7,000.00	\$ 14,000.00	\$ 5,800.00	\$ 11,600.00
e.	8	SY	Cut and Replace Asphalt	\$ 125.00	\$ 1,000.00	\$ 250.00	\$ 2,000.00	\$ 1,500.00	\$ 12,000.00
f.	1	LS	Grassing	\$ 2,500.00	\$ 2,500.00	\$ 18,000.00	\$ 18,000.00	\$ 4,000.00	\$ 4,000.00
g.	1	LS	Traffic Control	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 34,035.00	\$ 34,035.00
<b>TOTAL BASE BID OF THE ITEMS ABOVE</b>				<b>\$ 44,370.00</b>		<b>\$ 99,335.00</b>		<b>\$ 127,288.00</b>	
<b>BID TOTAL SUPPLIED BY CONTRACTOR</b>				<b>\$ 44,370.00</b>		<b>\$ 99,335.00</b>		<b>\$ 127,288.00</b>	

I hereby certify that this Bid Tabulation is a true and accurate representation of all Bids received on May 18th, 2022 at 3:30 PM.

*Lindsey Bashlor*

Lindsey Bashlor, Parker Engineering, LLC

**SECTION 00621  
NOTICE OF AWARD**

PROJECT DESCRIPTION:

**GUYTON ELEMENTARY SCHOOL DRAINAGE IMPROVEMENTS**

The OWNER has considered the BID submitted by you on May 18<sup>th</sup>, 2022 for the above described WORK in response to its Advertisement for Bids and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of

Forty-four thousand three hundred seventy dollars and no cents. (\$44,370.00)

You are required by the Instructions to Bidders to execute the Agreement, and Certificates of Insurance within fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF GUYTON**

\_\_\_\_\_  
Signature

By: Meketa Brown  
Title: City Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION**

WHEREAS bids were received by the **City of Guyton** on May 18<sup>th</sup>, 2022 for the **Guyton Elementary School Drainage Improvements Project**, and

WHEREAS the low responsible, responsive bidder is **Tim Lanier Construction, LLC** of **Statesboro**, Georgia with a bid in the amount of **\$44,370.00**; and

WHEREAS the low bidder, **Tim Lanier Construction, LLC** of **Statesboro**, Georgia appears to have the necessary financial and technical ability to complete the project, and

BE IT THEREFORE resolved the **City of Guyton** hereby makes contract award of the construction contract to **Tim Lanier Construction, LLC** in the amount of \$44,370.00. This Award is subject to the City’s approval of the contract documents.

THIS RESOLUTION was passed by a vote of \_\_\_\_ to \_\_\_\_ at a City Council Meeting held on \_\_\_\_\_.

**CITY OF GUYTON**

\_\_\_\_\_  
Meketa Brown, City Manager

Attest: \_\_\_\_\_



May 25<sup>th</sup>, 2022

Meketa Brown  
City of Guyton  
310 Central Boulevard  
Guyton, GA 31329

**RE: City of Guyton, GA  
Guyton Trail Rehabilitation Project (PE20121)**

Dear Mrs. Brown,

As you are aware, bids were received and opened for the above referenced project on May 18<sup>th</sup>, 2022 at 3:45 PM. We have checked and tabulated the bids received. We have determined that Tim Lanier Construction, LLC is the low bidder for this project when evaluated on the basis of the base bid amount plus Add Alternate #1 and #2.

Since the low bidder appears to have adequate experience and technical ability to complete this project, Parker Engineering recommends the project be awarded to Tim Lanier Construction, LLC in an amount equal to the base bid amount plus Add Alternate #1 and #2 of \$96,749.50.

We are enclosing one copy of the "Bid Tabulation" for your file and a copy of the Notice of Award for this project. Please execute the Notice of Award and return it to our office as soon as possible. We will prepare three (3) sets of contract documents and forward them to you when the Contractor has executed the Agreement and delivered all the necessary bonds, insurance, etc.

If you have any questions or need any additional information, please call us.

Sincerely,

A handwritten signature in blue ink that reads "Wesley Parker".

G. Wesley Parker, P.E.

encl: Bid Tabulation, Notice of Award, Resolution

cc: Russ Deen, City of Guyton

BID TABULATION FOR ALL BIDS  
 RECEIVED AT 310 Central Boulevard, Guyton, GA 31312  
 ON May 18th, 2022 AT 3:45 PM

PARKER ENGINEERING, LLC  
 36 COURTLAND STREET, SUITE B  
 STATESBORO, GA 30458

PROJECT:				BIDDERS:					
City of Guyton				Tim Lanier Construction, LLC		Sikes Brothers, Inc.		RB Baker Construction	
Guyton Trail Rehabilitation Project				PO Box 2379		PO Box 147		100 Morgan Industrial Blvd.	
PROJECT NO.: PE20121				Statesboro, GA 30459		Cobbtown, GA 30420		Garden City, GA 31408	
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>ITEM 1 - Guyton Trail Rehabilitation</b>									
a.	120	SY	4" Deep Patching	\$ 50.00	\$ 6,000.00	\$ 127.50	\$ 15,300.00	\$ 250.00	\$ 30,000.00
b.	367	GL	413-1000 Bituminous Tack Coat	\$ 3.50	\$ 1,284.50	\$ 7.50	\$ 2,752.50	\$ 5.00	\$ 1,835.00
c.	404	TN	Recycled Asphalt Concrete 110 lb/SY 4.75 MM Mix	\$ 175.00	\$ 70,700.00	\$ 260.00	\$ 105,040.00	\$ 250.00	\$ 101,000.00
d.	1	LS	Clip and Dress-Up Shoulders	\$ 5,000.00	\$ 5,000.00	\$ 37,867.60	\$ 37,867.60	\$ 45,000.00	\$ 45,000.00
e.	159	SY	Milling Near Paver Sections	\$ 25.00	\$ 3,975.00	\$ 20.00	\$ 3,180.00	\$ 100.00	\$ 15,900.00
f.	112	LF	Thermoplastic Solid Traffic Stripe, 24" White (Stop Bars)	\$ 7.50	\$ 840.00	\$ 20.00	\$ 2,240.00	\$ 50.00	\$ 5,600.00
g.	1	EA	Raise Manhole Prior to Paving	\$ 250.00	\$ 250.00	\$ 350.00	\$ 350.00	\$ 3,500.00	\$ 3,500.00
<b>TOTAL BASE BID OF THE ITEMS ABOVE</b>				<b>\$</b>	<b>88,049.50</b>	<b>\$</b>	<b>166,730.10</b>	<b>\$</b>	<b>202,835.00</b>
<b>BID TOTAL SUPPLIED BY CONTRACTOR</b>				<b>\$</b>	<b>88,049.50</b>	<b>\$</b>	<b>166,730.10</b>	<b>\$</b>	<b>202,832.00</b>
<b>Add Addendum #1 - Root Barriers</b>									
a.	120	LF	Root Barriers	\$ 10.00	\$ 1,200.00	\$ 72.80	\$ 8,736.00	\$ 65.00	\$ 7,800.00
<b>TOTAL ADD ALTERNATE #1 OF THE ITEMS ABOVE</b>				<b>\$</b>	<b>1,200.00</b>	<b>\$</b>	<b>8,736.00</b>	<b>\$</b>	<b>7,800.00</b>
<b>Add Addendum #2 - Striping Improvements</b>									
a.	1	LS	5" Thermoplastic Striping and Lettering	\$ 7,500.00	\$ 7,500.00	\$ 18,755.00	\$ 18,755.00	\$ 20,000.00	\$ 20,000.00
<b>TOTAL ADD ALTERNATE #2 OF THE ITEMS ABOVE</b>				<b>\$</b>	<b>7,500.00</b>	<b>\$</b>	<b>18,755.00</b>	<b>\$</b>	<b>20,000.00</b>
<b>BASE BID PLUS ADD ALTERNATE #1</b>				<b>\$</b>	<b>89,249.50</b>	<b>\$</b>	<b>175,466.10</b>	<b>\$</b>	<b>210,635.00</b>
<b>BASE BID PLUS ADD ALTERNATE #2</b>				<b>\$</b>	<b>95,549.50</b>	<b>\$</b>	<b>185,485.10</b>	<b>\$</b>	<b>222,835.00</b>
<b>BASE BID PLUS ADD ALTERNATE #1 AND #2</b>				<b>\$</b>	<b>96,749.50</b>	<b>\$</b>	<b>194,221.10</b>	<b>\$</b>	<b>230,635.00</b>

I hereby certify that this Bid Tabulation is a true and accurate representation of all Bids received on May 18th, 2022 at 3:45 PM.

  
 \_\_\_\_\_  
 Lindsey Bashlor, Parker Engineering, LLC

**SECTION 00621  
NOTICE OF AWARD**

PROJECT DESCRIPTION:

**GUYTON TRAIL REHABILITATION PROJECT**

The OWNER has considered the BID submitted by you on May 18<sup>th</sup>, 2022 for the above-described WORK in response to its Advertisement for Bids and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of Ninety-six thousand seven hundred forty-nine dollars and fifty cents. (\$96,749.50)

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND, and Certificates of Insurance within fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF GUYTON**

\_\_\_\_\_  
Signature

By: Meketa Brown  
Title: City Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_



**RESOLUTION**

WHEREAS bids were received by the **City of Guyton** on May 18<sup>th</sup>, 2022 for the **Guyton Trail Rehabilitation Project**, and

WHEREAS the low responsible, responsive bidder is **Tim Lanier Construction, LLC** of **Statesboro**, Georgia with a bid in the amount of **\$96,749.50**; and

WHEREAS the low bidder, **Tim Lanier Construction, LLC** of **Statesboro**, Georgia appears to have the necessary financial and technical ability to complete the project, and

BE IT THEREFORE resolved the **City of Guyton** hereby makes contract award of the construction contract to **Tim Lanier Construction, LLC** in the amount of \$96,749.50. This Award is subject to the City's approval of the contract documents.

THIS RESOLUTION was passed by a vote of \_\_\_\_ to \_\_\_\_ at a City Council Meeting held on \_\_\_\_\_.

**CITY OF GUYTON**

\_\_\_\_\_  
Meketa Brown, City Manager

Attest: \_\_\_\_\_

May 18, 2022

Mayor Russ Deen  
City of Guyton  
PO Box 99  
Guyton, GA 31312  
Russ.Deen@cityofguyton.com

Subject: Reconnaissance-Level Archaeological Survey for the City of Guyton Land Application System Expansion Site – Griner Tract - Guyton, Effingham County, Georgia. Project 18-036

Dear Mayor Deen,

Nutter & Associates (NAI) is pleased to provide this scope and budget for professional consulting services related to Reconnaissance-Level Archaeological Survey for the City of Guyton's Land Application System (LAS) in Effingham County, Georgia. The scope of work is detailed in the following paragraphs.

A reconnaissance-level archaeological survey essentially gauges the potential for the presence of cultural resources/archaeological sites on a property. The level of effort for a reconnaissance survey is far less than for a Phase I intensive survey, often required for a Section 106 review. NAI will use a number of remote tools and an on-site cursory survey to gauge the site's potential associated with cultural resources. Resources and remote tools that will be used include, but may not limited to:

- Consulting the Georgia Archaeological Site File (GASF) for previously recorded sites on or near (within 1 km) of the tract.
- Consulting the GASF for archaeological projects that have been conducted on or in the vicinity of the tract.
- Viewing/georeferencing early twentieth century USDA Effingham County soil survey map (if available) for structure locations.
- Viewing/georeferencing early-middle twentieth century aerial photographs for former structures and for tracking land use changes through time.
- Using archival map resources available at the University of Georgia map room.
- Inspecting topography with accurate LiDAR data-generated topographic maps.

An on-site cursory inspection of the tract will also be performed. The reconnaissance-level inspection will employ a pedestrian walkover of the tract, making use of surface exposures, and conducting only limited subsurface testing to essentially ground proof expectations that were generated by the remote tools listed above.

NAI will prepare a short report that describes our methodology and presents our findings. Relevant information (site photographs, copies of aerial photographs) and documents (correspondence) will be included in the report appendices.

### **Budget and Schedule**

The not-to-exceed cost for the work outlined above is \$3,800. We invoice for professional fees and actual expenses incurred each month. If the scope of work meets your needs, and the budget is acceptable, please return a signed copy of the attached Professional Services Agreement. This will authorize us to begin work and will serve as your acceptance of our terms and budget. Should situations be encountered during the course of the project such that the scope of work and/or budget are changed, Nutter & Associates will contact you prior to performing out-of-scope tasks. Tasks not included in the scope of work will not be performed until authorization from you or your authorized representative is received.

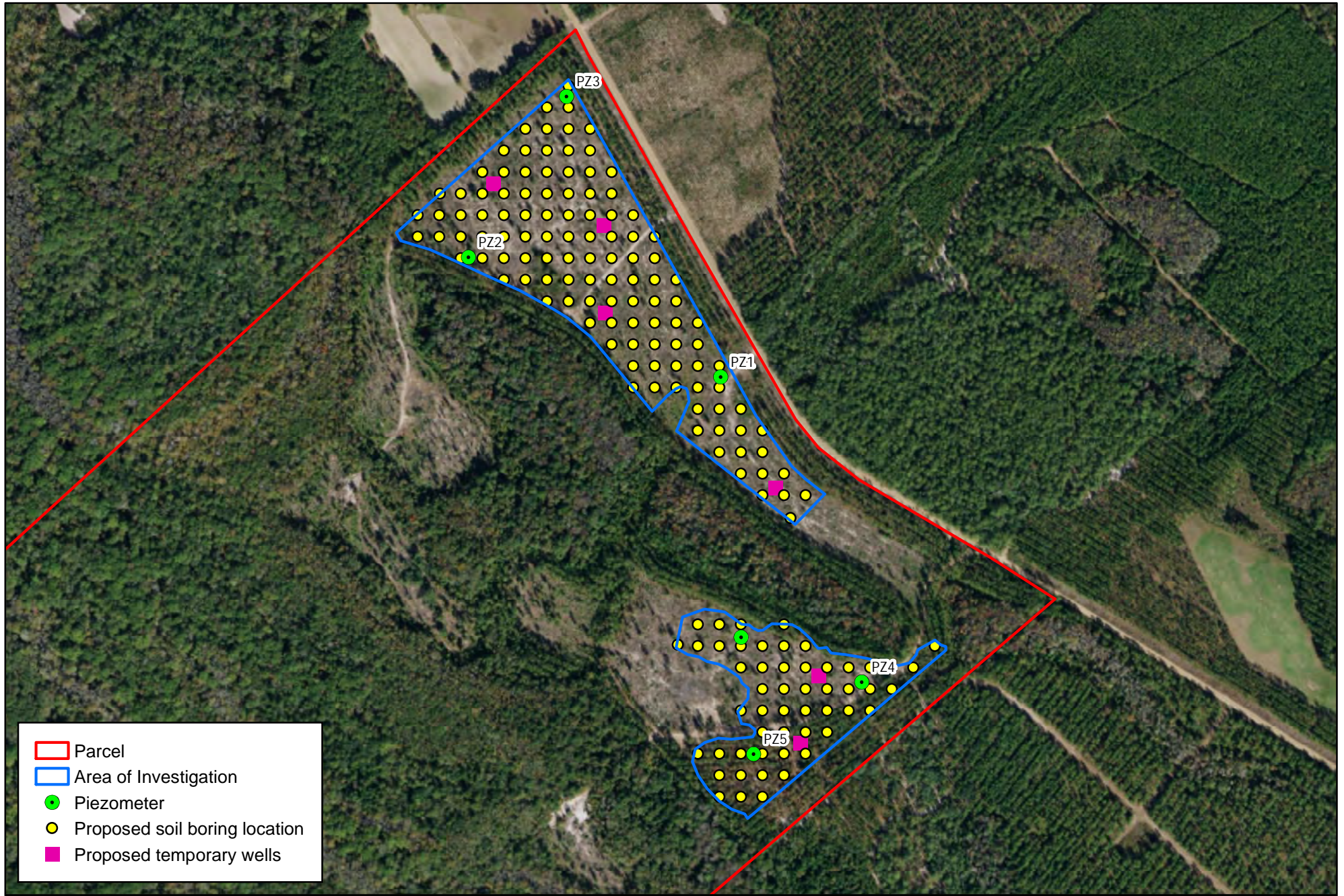
NAI is pleased to present this scope of work and budget. If you have any questions regarding the proposed budget or scope, please do not hesitate to contact us. We look forward to working with you.

Sincerely,

Nutter & Associates, Inc.

A handwritten signature in black ink, appearing to read "David K. Huff". The signature is fluid and cursive, with a large initial "D" and "H".

David Huff, PG, CPSS  
Sr. Scientist, Principal



- Parcel
- Area of Investigation
- Piezometer
- Proposed soil boring location
- Proposed temporary wells

Data Source: USDA NAIP 2017

Guyton LAS Soil Study Plan, 100-ft Grid (167 soil borings), Guyton, Effingham County, Georgia.



## *Professional Services Contract*

### **OFFICE USE ONLY:**

Project Number

Date

Project Name

Description of Services

Cost of Services\*

Invoice Format

Billing Frequency

### **CLIENT USE:**

Purchase Order #  
(If applicable)

Bill to Information

Company Name:

Address:

Contact Information

Name:

Office #:

Cell #:

Email:

Remit Invoice to\*\*  
(If different from Contact)

Name:

Email:

If hard copy of invoice is required, please include mailing address

Client hereby acknowledges that this Proposal is provided subject to the general terms and conditions set out on the reverse side of this Proposal (the "Terms and Conditions"), which are hereby incorporated as a part of this Proposal. Client's acceptance of this Proposal shall be deemed an acceptance of the Terms and Conditions.

Authorized by:

Signature

Authorized Name

\*This price is good for 6 months from the scope date.

\*\*If applicable, please notify your NAI point of contact with special billing instructions.

# TERMS AND CONDITIONS

Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Nutter & Associates, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. Payment Terms. Client shall pay all amounts due to Nutter & Associates, Inc. ("NAI", "We", and "Our") upon receipt of each invoice from NAI. Any amounts not paid by Client within thirty (30) days of the date of such invoices shall accrue interest at a rate of one-and-one half percent (1.5%) per month until such time as such amounts are paid in full. Client shall be responsible for all reasonable attorney's fees incurred by NAI in connection with the collection of any amounts properly due and payable to NAI in accordance with the terms of the Proposal and these Terms and Conditions.

2. Performance Standard. NAI shall perform the Services using the care and skill ordinarily exercised by organizations performing services in the fields of soil and hydrologic evaluation, ecosystem evaluation and land treatment in the same or similar locality as the location where the Services are rendered. Client hereby acknowledges that NAI makes no other representation or warranty with respect to the Services. Client further acknowledges that any oral or written reports furnished by NAI shall not be construed as any representation or warranty with respect to the Services. NAI HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Limitation of Liability. Client hereby agrees that NAI's total aggregate liability for any damages incurred by Client in connection with NAI's performance of or failure to perform the Services shall not exceed the lesser of (i) Fifty Thousand and No/100 Dollars (\$50,000.00) or (ii) NAI's total fee for the Services. IN NO EVENT SHALL NAI BE LIABLE FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SAVINGS OR REVENUES OR INCREASED COST OF OPERATIONS, REGARDLESS AS TO THE NATURE OF CLIENT'S CLAIM AGAINST NAI.

4. Insurance Coverage. NAI shall maintain the following insurance coverages during the period in which the Services are performed: (i) worker's compensation and employer's liability insurance coverage with coverage limits which conform to the requirements of applicable law; (ii) comprehensive general liability insurance coverage on an occurrence basis in an amount not less than \$1,000,000.00 per claim with an aggregate limit of not less than \$2,000,000.00; and (iii) automobile liability insurance coverage for both bodily injury and property damage with a combined single limit of \$1,000,000.00; and (iv) umbrella liability insurance coverage on an occurrence basis in an amount not less than \$5,000,000.00 with an aggregate limit of not less than \$5,000,000.00; and (v) professional liability/contractors pollution insurance coverage for each wrongful act (professional liability) of \$2,000,000.00, each pollution condition (contractors pollution) of \$1,000,000.00 with a policy aggregate limit of not less than \$2,000,000.00. NAI shall provide Client with a certificate of insurance evidencing the aforementioned insurance coverages upon request by Client.

5. Damage to Man-Made Objects. Client shall be responsible for disclosing the presence and accurate location of all underground or otherwise hidden man-made objects which might interfere with field tests or boring to be performed by NAI as part of the Services. Client hereby agrees to indemnify and hold NAI harmless from and against all claims, suits, losses, personal injury, death and damage to property ("Indemnified Claims") resulting from unusual subsurface conditions or damage to subsurface structures or objects owned by client or any third parties in connection with NAI's performance of the Services where such unusual subsurface conditions or the

presence of such subsurface structures or objects are not disclosed by Client to NAI in writing prior to the performance of the Services. Client's obligation to indemnify NAI in accordance with this Section 5 shall include all expenses incurred by NAI in connection with Indemnified Claims, including, without limitation, NAI's reasonable attorney's fees.

6. Damage to Work in Place. Client hereby acknowledges that there is the possibility of the occurrence of certain events or conditions which may affect work performed by NAI as part of the Services ("Work in Place") and which are outside of the control of NAI. Client further acknowledges and agrees that the occurrence of any of the following events and conditions shall not obligate NAI to re-perform or replace any Work in Place:

(a) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) events which cause damage to Work in Place, including, but not limited to: (i) failure of any structures installed as part of the Work in Place; (ii) the erosion of or failure of any stream banks; (iii) the erosion or displacement of existing or planted vegetation within stream channels, riparian valleys or riparian zones; or (iv) wind damage to existing or planted vegetation within stream channels, riparian valleys or riparian zones;

(b) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) which cause physical modification of any stream channels;

(c) The cutting and/or removal of either existing vegetation or vegetation planted by NAI within the stream channel, riparian zone or riparian valley adjacent to or upstream from the Work in Place; and

(d) Drought conditions which inhibit or permanently damage the vegetative success of vegetation.

In the event any Work in Place is damaged or destroyed as a result of the occurrence of any of the aforementioned events or conditions, Client may request that NAI perform such work as may be necessary to correct such damage or destruction. NAI shall provide Client with a new proposal for the performance of such work, and Client may, but shall not be obligated, to engage NAI to perform such work in accordance with the terms of the new proposal.

7. Governing Law. The Proposal and these Terms and Conditions shall be governed by the laws of the State of Georgia.

8. Entire Agreement. The Proposal and these Terms and Conditions constitute the entire agreement between NAI and Client with respect to the Services. The Proposal and these Terms and Conditions supersede all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the Services.

9. Binding Effect. The Proposal and these Terms and Conditions shall be binding upon any successors and assigns of NAI and Client.

10. Indemnification. Client shall indemnify, defend and hold harmless, NAI, its directors, employees and agents from and against any claims, damages, losses, liabilities, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred or caused to NAI by reason of any breach or violation by Client (including but not limited to its agents, representatives, employees, third-party consultants or contractors) of any representation, warranty, covenant, or condition contained in this Agreement or any negligent, willful or fraudulent act or omission by Client (as defined above) arising from or related to this Agreement.

11. COVID-19 Impacts. Due to fluctuating COVID-19 restrictions that are outside of NAI's control, NAI's ability to meet the timelines outlined herein may be compromised. Should timelines vary for this reason, NAI will notify the Client. Additionally, the contract amount stated herein may change if additional time and expense are required to be compliant with unforeseen COVID-19 restrictions or for the related protection of NAI's staff. Should NAI's fees increase accordingly, NAI will quantify the increase and get the Client's written approval before continuing.

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>Nutter &amp; Associates</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                     <input type="checkbox"/> C Corporation                     <input checked="" type="checkbox"/> S Corporation                     <input type="checkbox"/> Partnership                     <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____             </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>360 Hawthorne Lane</b></p> <p><b>6</b> City, state, and ZIP code  <b>Athens, GA 30606-2152</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
5	8	-	2	3	7	3	8	3	6

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 1/1/2021
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## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/20/2021

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).

<b>PRODUCER</b> Chastain & Associates Ins P.O. Box 1908  Athens GA 30603		<b>CONTACT NAME:</b> Laura Fisher <b>PHONE (A/C, No, Ext):</b> (706) 543-2575 <b>E-MAIL ADDRESS:</b> lfisher@chastain-assoc.com		<b>FAX (A/C, No):</b> (706) 543-4847	
<b>INSURED</b>  Nutter & Associates, Inc. 360 Hawthorne Lane  Athens GA 30606		<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
		<b>INSURER A:</b> Property-Owners			
		<b>INSURER B:</b> Southern Trust			12610
		<b>INSURER C:</b> AutoOwners			18988
		<b>INSURER D:</b> Valley Forge			20508
		<b>INSURER E:</b> Homeland Insurance Company of NY			
		<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** CL2172033952**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			8022165020	08/01/2021	08/01/2022	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
B	<b>AUTOMOBILE LIABILITY</b>			ACV102002415	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/>	<input type="checkbox"/>					Medical payments	\$ 5,000	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			4863969800	08/01/2021	08/01/2022	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 5,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE						\$	
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC425931825	08/01/2021	08/01/2022	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
E	Professional/Pollution Liability			793-00-36-09-0006	08/01/2021	08/01/2022	LIMIT	1,000,000	
							AGGREGATE	2,000,000	

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

**CERTIFICATE HOLDER****CANCELLATION**

Sample Certificate - For Informational Purposes Only

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

AUTHORIZED REPRESENTATIVE

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