



P. O. Box 509
Pendergrass, GA 30567
(706) 693-4042 (706) 693-4052 Fax

May 4, 2023

Re: Antioch Campground Rd Culvert Repair

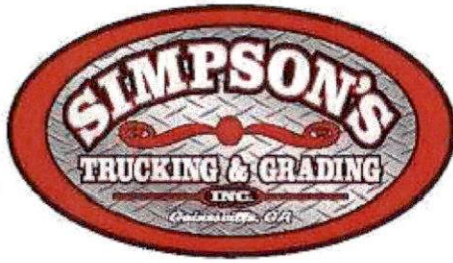
Item	Description	QTY	Units	Unit Price	Total
1	Replace Existing Culvert With 48" RCP Traffic Control, Staking, Tree Removal, Silt Fence (Double Row), Rip Rap @ Headwalls Grassing, 45 LF 48" RCP and Headwalls	1	LS	\$99,000.00	\$99,000.00

Total Change Order Amount

\$99,000.00

Sincerely,

Bryan Jones
Vice President



Simpson Trucking & Grading, Inc.
1364 Candler Road
Gainesville, GA 30507

Phone 770-536-4731
Fax 770-503-0289
www.simpsontrucking.com

To: Hall County Board Of Commissioners	Contact: Frank Miller
Address: Gainesville, GA	Phone:
	Fax:
Project Name: Antioch Campground Road Culvert Repair	Bid Number: 0262023
Project Location: 3125 Antioch Campground Rd, Gainesville, GA	Bid Date: 4/26/2023

Item #	Item Description	Estimated Quantity	Unit
10100	Mobilization	1.00	LS
10110	100% Performance & Payment Bond	1.00	LS
10150	Soft Utility Locate	1.00	LS
10200	Construction Staking	1.00	LS
10300	Traffic Control	1.00	LS
20205	Tree Removal	1.00	LS
30110	Type C Silt Fence, Double Row	200.00	LF
30200	Rip Rap @ Headwalls	2.00	LOAD
30410	Grassing	1.00	LS
	· Excludes Sod		
50160	Replace Existing Culvert With 48" RCP	45.00	LF
	· Incl. Standard Precast Headwalls.		
	· Asphalt Replacement By Allied In County Contract.		
	· Price Includes GAB		

Total Bid Price: \$94,613.37

Notes:

- Mobilization includes our estimated move ins and move out of equipment. Extra mobilizations due to conditions beyond our control or at the convenience or delays of others shall be done at additional cost.
- Pricing is based on civil plans prepared by xxxxxxxxxxxxxxxx and dated xx/xx/xxxx. Bid drawings are considered build drawings unless Simpson Trucking & Grading, Inc. receives the proper record drawing. Revisions to drawings shall indicate ALL changes made by clouding or highlighting to denote changes. It shall be the owner, GC, Architect or engineers responsibility to make contractor aware of all changes to plans.
- CLEARING & GRUBBING : All Timber to become property of Grading Contractor. Pricing based on grinding debris and wasting onsite or utilizing some to assist with erosion control.
- Hazardous or contaminated materials requiring special handling or disposal ARE SPECIFICALLY EXCLUDED. Examples are: Asbestos, tires, pcb's, lead, tanks, oils, batteries, etc.
- Utility relocations, cut offs, or removals are not included. Utility conflicts with improvements on plans to be resolved at the cost of the owner.
- All Topsoil is priced to utilize onsite, import or export of topsoil is not included unless shown as a specific pay item. Topsoil stripping is based on average 6"-8" thick, deeper shall be considered undercutting unsuitable soils and paid for at the rate below. Topsoil to be stripped and utilized as - is in fill slopes or stockpiled for use by others. Rehandling, mining and burying, or respreading shall be at additional cost, if required
- GRADING : is based on drawings and topography provided. No allowance has been given for importing or exporting any earthen material from or to offsite. Grading to be performed to a tolerance of +/- 2 tenths of a foot of subgrade elevation. Compaction to be at 95% standard proctor and 98% standard proctor for the upper 12" of subgrade under buildings and pavements. Footing spoils and excess materials generated by other contractors working onsite shall be the responsibility of the entity generating spoils. Accel and Decel lane to be safed up with stone by paving contractor. Subgrade to be cut 1 (ONE) time. Footing excavation of buildings is excluded.



Hall County Board of Commissioners

Financial Services
PO Drawer 1435
Gainesville, GA 30503

PURCHASE ORDER

Fiscal Year 2023 Page 1 of 1

PURCHASE ORDER DETAILS

Purchase Order Number 00433038

Purchase Order Date 01/27/2023

Department ROAD MAINTENANCE

Bill To
Please send all invoices to
accounts payable@hallcounty.org
or upload invoices to Vendor
Self-Service

Ship To
HALL COUNTY ROAD
MAINTENANCE
1670 BARBER ROAD
GAINESVILLE, GA 30507

The Terms and Conditions printed on the back of this
Purchase Order shall govern the terms of this purchase.

Vendor 10611
ALLIED PAVING CONTRACTORS INC
PO BOX 509
PENDERGRASS, GA 30567

Table with 6 columns: VENDOR PHONE NUMBER, VENDOR EMAIL, VENDOR NUMBER, REQUISITION NUMBER, BUYER NAME, DELIVERY REFERENCE. Row 1: 10611, Debra Howington

NOTES

Table with 6 columns: ITEM #, DESCRIPTION, QUANTITY, UOM, UNIT PRICE, EXTENDED PRICE. Row 1: 1, 2022 RESURFACING LIST OF PAVING SITES., 1.0000, \$5,997,328.1800, \$5,997,328.18

Shipment of goods or delivery of services resulting from this Purchase Order constitutes acceptance by the Supplier of the Terms and Conditions of the Purchase Order. Not to exceed amount without written change order.

Authorized Signature (Handwritten: Andy Pernich)

Purchase Order Total \$5,997,328.18

HALL COUNTY, GEORGIA TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
2. If any conflict or ambiguity arise between these Terms and Conditions herein and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set herein shall supersede and govern over all Supplier's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services shall be deem as the Supplier's full and complete acceptance of the County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total and not less than fifteen (15) days terms. A supplier simply offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exception may be given to custom cut (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
21. Delivery shall be made to the ship-to address(s) listed on the PO and within the time specified. The Supplier must note if multiple ship-to address are used and deliver goods to the appropriate ship-to address.
22. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by the County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of this PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, conform exactly to all of the descriptions, specifications, and attachments contained in the Bid Solicitation, Request for Proposals, Invitation for Bid, or other advertisements, upon which this order is based; and the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
32. Invoices should be submitted to the County as described on the PO, and each PO Number and/or Contract Number must be shown on each invoice submitted.
33. In the event that this PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that the Supplier and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted, freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
42. Any changes to the PO in quantity or dollar amount require a written change order issued by the County



Hall County Board of Commissioners

Financial Services
PO Drawer 1435
Gainesville, GA 30503

PURCHASE ORDER

Fiscal Year 2023 Page 1 of 1

PURCHASE ORDER DETAILS

Purchase Order Number 00433038-001
Purchase Order Date 01/27/2023
Department ROAD MAINTENANCE

Bill To
Please send all invoices to
accounts payable@hallcounty.org
or upload invoices to Vendor
Self-Service

Ship To
HALL COUNTY ROAD
MAINTENANCE
1670 BARBER ROAD
GAINESVILLE, GA 30507

The Terms and Conditions printed on the back of this
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Vendor 10611
ALLIED PAVING CONTRACTORS INC
PO BOX 509
PENDERGRASS, GA 30567

CHANGE ORDER

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NOTES

2022 RESURFACING LIST OF PAVING SITES.

Table with 6 columns: ITEM #, DESCRIPTION, QUANTITY, UOM, UNIT PRICE, EXTENDED PRICE. Row 1: 1, 2022 RESURFACING LIST OF PAVING SITES., 1.0000, \$9,145,215.4900, \$9,145,215.49

Shipment of goods or delivery of services resulting from this Purchase Order constitutes acceptance by the Supplier of
the Terms and Conditions of the Purchase Order. Not to exceed amount without written change order.

Andy Panich
Authorized Signature

Purchase Order Total \$9,145,215.49

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1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
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3. The Terms and Conditions set herein shall supersede and govern over all Supplier's Terms and Conditions or Service Level Agreements.
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7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total and not less than fifteen (15) days terms. A supplier simply offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
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