



January 20, 2021

Ms. Faye Hughes, County Administrator  
Cook County BOC  
1200 S. Hutchinson Avenue  
Adel, GA 31620

Reference: Recommendation of Award  
T-Hangars D & E Expansion  
Cook County Airport (15J)  
PA Project Number 20182617.0004

Dear Ms. Faye Hughes:

Passero Associates has reviewed the three (3) bids that were received and opened on January 14, 2021 at 10:30AM EDT for the T-Hangars D & E Expansion project at the Cook County Airport (15J). This letter serves as Passero Associates recommendation to award the construction contract to Kellerman Construction, Inc. of Valdosta, GA.

Passero Associates performed a review of Kellerman Construction's responsibility by researching the following:

- A detailed analysis of the proposal submitted by Kellerman Construction, Inc. revealed no irregularities. The proposal appears to be fair and reasonable.
- Kellerman Construction, Inc. is a licensed Certified General Contractor GCQA001979 in the State of Georgia. (Expires 6/30/2022)
- Kellerman Construction, Inc. did not appear on the U.S. System for Award Management's (SAM) List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- Kellerman Construction, Inc. did not appear on the U.S. Department of Labor's H-1B Debarred/Disqualified List of Employers or on the Willful Violators List.
- Kellerman Construction, Inc. had two (2) OSHA violations, both occurring on December 16, 2019. Both violations were settled in January 2020 and are closed. Kellerman has no current open violations with the U.S. Department of Labor, Office of Safety and Health Administration (OSHA). The violations were related to vertical construction which is not a part of this project.

- Kellerman Construction, Inc. has been licensed with the State of Georgia since 10/10/2008 and has successful experience with similar projects.

A Bid Tabulation showing a summary of the bids received and opened at the projects bid opening on January 14, 2021 @ 10:30AM EDT is enclosed for your review. Based on the bid information and available grant funding, Passero recommends that the Cook County BOC award a construction contract for the Base Bid amount of six hundred sixty thousand one hundred thirty dollars and zero cents (\$660,130.00) to Kellerman Construction, Inc.

A copy of the updated Contract Agreement and Notice of Award are enclosed for your use and review.

If you have any questions or require additional information, please contact me.

Respectfully Submitted,



Stanley D. Price P.E.  
Senior Project Manager

attach:        Bid Tabulation  
                  Contract Agreement  
                  Notice of Award

cc:        Jerry Connell, Airport Manager  
            Andrew Holesko, Passero Associates

**CERTIFIED BID TABULATION**  
**T-Hangars D & E Expansion Project**  
Cook County Airport (15J)  
PA PN 20182617.0004



T-Hangars D & E Expansion Project				Architect's Opinion of Probable Construction Cost	Kellerman Construction, Inc.	Harper & Company Builders, Inc.	RAM Construction & Development, LLC
ITEM CODE	DESCRIPTION	QUANTITY	UNIT	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST
B-01	5-Unit T-Hangar Expansion For T-Hangars D&E (Total 10 Units), Complete	1	LS	\$ 650,000.00	\$ 625,730.00	\$ 672,572.00	\$ 746,000.00
E-201	Interior and Exterior Lighting Upgrades for Existing Units in T-Hangars D&E (Total For 16 Existing Units), Complete	1	LS	\$ 30,000.00	\$ 14,400.00	\$ 16,928.00	\$ 15,408.00
G-205 G-208	Unsuitable Soils Allowance Comply with GDOT Sections G-205 & G-208	1	FIXED	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
<b>TOTAL CONSTRUCTION COST</b>			<b>USD</b>	<b>\$ 700,000.00</b>	<b>\$ 660,130.00</b>	<b>\$ 709,500.00</b>	<b>\$ 781,408.00</b>

I hereby certify that, to the best of my knowledge, this is a true and correct copy of the tabulation of bids which were opened at the Cook County Commissioners Office Building on January 14, 2021, at 10:30 A.M. local time for the captioned project.

Stanley D. Price, P.E.  
Senior Project Manager  
01/20/21

## CONTRACT DOCUMENTS

### STATE OF GEORGIA

### COOK COUNTY

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **COOK COUNTY BOARD OF COMMISSIONERS, ADEL, GEORGIA**, (Party of the, First Part, hereinafter called the Owner) and Kellerman Construction, Inc. (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said Owner, for the consideration herein mentioned and under the provision of the Performance Bond and Labor and Materials Payment Bond required by the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the drawings and specifications, together with the foregoing proposal made by the Contractor, the Advertisement, the Instructions to Bidders, General Conditions and this Agreement, shall all form essential parts to this Agreement. The work covered by this Agreement includes all work shown on plans and specifications and listed in the conditions and specifications, to wit:

Base Bid: Perimeter Fence and Gates Improvements – Phase One, COOK COUNTY AIRPORT, ADEL, GEORGIA and Passero Associates, LLC Project No. 20182617.0004

The Contractor awarded work under this contract shall commence work within **fifteen (15)** days after the issuance of the Notice to Proceed. The Contractor shall be given a separate contract submittal Notice to Proceed for shop drawings and materials acquisition. A second Notice to Proceed for construction shall be issued. **All construction work for Bid shall be fully completed within 120 Calendar Days** from the construction Notice to Proceed.

Liquidated damages for delays in completion will be assessed at \$200.00 calendar day.

The Owner shall pay and the Contractor shall receive the prices stipulated in the proposal hereto attached as full compensation for everything furnished and done by the Contractor under this contract, the full sum of six hundred sixty thousand one hundred thirty dollars (\$ 660,130.00) based on the quantities shown in the proposal which sum shall be paid in the manner and terms specified in the Contract Documents, but before issuance of certificate of payment, if the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner to the payment of such just claims. It is further mutually agreed between the Parties hereto that if, at any time after the execution of agreement and the Performance Bond for its faithful performance and the Labor and Materials Payment bond, the first party shall deem the surety or sureties upon such bond to be inadequate to cover the performance of the work, the second party shall, at its expense, within five (5) days after the receipt of notice from the first party to do so, furnish an additional bond or bonds in such form and amount, and with such

surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

IN WITNESS WHEREOF the parties hereto have executed this agreement in triplicate this day of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST: (As to Contractor)

Signed and sealed in the \_\_\_\_\_

Presence of:

\_\_\_\_\_ L.S. By: \_\_\_\_\_ L.S.

\_\_\_\_\_ L.S. Title:

(SEAL)

ATTEST:

(SEAL)

\_\_\_\_\_ L.S.  
Secretary

ATTEST:(As to Owner)

**COOK COUNTY, ADEL, GEORGIA**

By: \_\_\_\_\_ L.S. By: \_\_\_\_\_ L.S.

APPROVED AS TO FORM  
BEFORE EXECUTION

By: \_\_\_\_\_ L.S.  
Attorney for Cook County Board  
of Commissioners

## CERTIFICATE OF CORPORATE AUTHORITY

I, \_\_\_\_\_, certify that I am Secretary of the Corporation named as Contractor herein, same being organized and incorporated to do business under the laws of the State of \_\_\_\_\_; that \_\_\_\_\_ who executed this contract on behalf of the Contractor was, then and there, \_\_\_\_\_; and that said contract was duly signed by said officer and in behalf of said corporation, pursuant to the authority and its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock of said corporation as of this date are as follows:

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This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ (Corporate Seal)

**CERTIFICATE OF AUTHORITY FOR  
LIMITED LIABILITY CORPORATION, PARTNERSHIP  
OR SOLE OWNER**

I, the undersigned \_\_\_\_\_, am the  
\_\_\_\_\_ of \_\_\_\_\_,  
a Georgia limited liability company (the LLC) or Partnership, or Sole Owner. In order to  
induce COOK COUNTY BOARD OF COMMISSIONERS (the COUNTY) to enter into a  
contract with the LLC, Partnership, or Sole Owner executed on its behalf by me, I do hereby  
personally guarantee to the COUNTY that I, acting alone as \_\_\_\_\_,  
am vested with full power and authority to act for and on behalf of the LLC, Partnership, or  
Sole Owner in the execution of contracts between the LLC, Partnership or Sole Owner and  
the COUNTY, and any such contract(s) will be binding on the LLC, Partnership, or Sole  
Owner.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

## PERFORMANCE BOND (100%)

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, licensed to do business in the State of Georgia, are held and firmly bound unto **COOK COUNTY BOARD OF COMMISSIONERS, ADEL, GEORGIA** as Obligee, hereinafter Called the Owner, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated \_\_\_\_\_ 20\_\_, for **IMPROVEMENTS TO COOK COUNTY AIRPORT, IN ADEL, GEORGIA, and PASSERO ASSOCIATES Project No. 20182617.0004.**

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, except that no change will be made which increases the total contract price more than twenty percent in excess of the original contract price without notice to the Surety, then this obligation to be void, otherwise to remain in full force and effect.

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

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Principal under the Contract and any amendments thereto, less the amount properly paid by Owner to Principal.



Signed, Sealed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

\_\_\_\_\_  
(Principal) (SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety) (SEAL)

BY: \_\_\_\_\_

Power of Attorney is attached.

## PAYMENT BOND (100%)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_, as Principal, and \_\_\_\_\_ a corporation of the State of \_\_\_\_\_ with its principal office in City of \_\_\_\_\_ (hereinafter called the Surety), as Surety, licensed to do business in the State of Georgia, are held and firmly bound unto **COOK COUNTY BOARD OF COMMISSIONERS, ADEL, GEORGIA** (hereinafter called the Obligee), for the use and protection of all subcontractors and all persons supplying labor, machinery, materials, and equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of \_\_\_\_\_ (\$\_\_\_\_\_), to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ with the Obligee for **IMPROVEMENTS TO COOK COUNTY AIRPORT, ADEL, GEORGIA; PASSERO ASSOCIATES Project No. 20182617.0004** which Contract is by reference made a part hereof.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform said Contract according to its terms, covenants and conditions, and shall promptly pay all persons furnishing labor or material for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, material, machinery or equipment for use in the performance of said contract shall have a direct right of action on this Bond, provided payment has not been made in full within **ninety (90) calendar days** after the last day on which labor was performed, materials, machinery, and equipment furnished or the subcontract completed.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor or material having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

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

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the contract by the proper authorities.

Signed, Sealed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

\_\_\_\_\_  
(Principal) (SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety) (SEAL)

BY: \_\_\_\_\_

Power of Attorney is attached.

The Surety Company must be listed on U.S. Treasury Circular 570.

Cook County Board of Commissioners  
1200 South Hutchinson Avenue  
Adel, Georgia 31620

## NOTICE OF AWARD

STATE OF GEORGIA  
COUNTY OF COOK

THIS CONTRACT AWARD made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by the **Cook County Board of Commissioners**, hereinafter called the OWNER,  
to Kellerman Construction, Inc. hereinafter called the CONTRACTOR,  
is for the completion of a certain project described as:

### **T-Hangars D & E Expansion**

GDOT Project Number. **TBD**

for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared by:

Passero Associates, LLC  
4730 Casa Cola Way, Suite 200  
St. Augustine, FL 32095

The project consists of the Proposal, dated \_\_\_\_\_, 20\_\_\_\_ plus the following Additives, if applicable:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The consideration to be paid by the Owner to the Contractor for completion of the project in accordance with the contract documents is the sum of:

\$ Six hundred sixty thousand one hundred thirty dollars and zero

*(Amount in Written Words)*

(\$660,130.00)

*(Amount in Numerals)*

Commencement of work under this contract shall begin not less than **five (5)** nor more than **thirty (30)** days after Contractor's receipt of a Notice to Proceed issued by the Owner and

the project is to be fully completed on or before **one hundred eighty (180) calendar days** after that specified date unless otherwise subsequently agreed.

OWNER: Cook County Board of Commissioners

By: Faye Hughes  
Name

County Administrator \_\_\_\_\_  
Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Acknowledgement of Receipt of Contract Award by Contractor:**

M. Brahm Kellerman  
Name

President
Title

Signature \_\_\_\_\_

Date \_\_\_\_\_

**END OF NOTICE OF AWARD SECTION**