

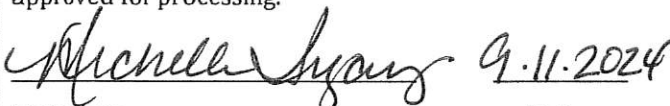
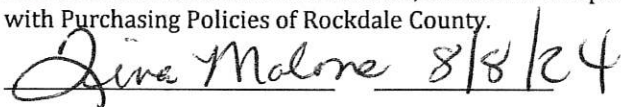
RECEIVED  
 AUG 08 2024  
 BY: Purchasing



**Board of Commissioners  
 Agenda Item Transmittal Form  
 Procurement/Contract Transmittal Form**

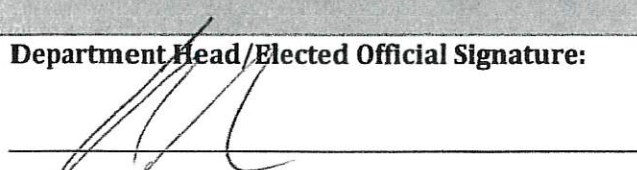
**Type of contract:** 1 year  Multi-year  Single Event  **Contract #:**  
**BOC Approval Date:**

<input type="checkbox"/> Submission Information	<input type="checkbox"/> Vendor Information
<b>Contact Name:</b> Andrew Hammer x 7268 <b>Department:</b> General Services  <b>Project Title:</b> Design, Purchase, and Installation of 2 Monument Signs, RFP 23-35  <b>Funding Account Number:</b> Host Funds 330-1565-541205-42 ✓ <b>Contract amount:</b> \$350,601.90 <b>Contract Type:</b> Goods ( ) Services (x) Grant ( ) <b>Contract Action:</b> New (x) Renewal ( ) Change Order ( ) <b>Original Contract Number:</b>	<b>Vendor Name:</b> Pinnacle 33 Signage Solutions, LLC  <b>Address:</b> 2594 Flat Shoals Rd. SE <b>Address:</b> Conyers, Ga 30013 <b>Email:</b> michael.mcelwaney@pinnacle33.com  <b>Phone #:</b> 404-254-5537 <b>Contact:</b> Michael McElwaney  <b>Term of contract:</b> 120 days

Chief Financial Officer Signature	Procurement Manager Signature
I have reviewed the attached contract, and the amount is approved for processing.  <b>Signature:</b> _____ <b>Date:</b> 9.11.2024	I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.  <b>Signature:</b> _____ <b>Date:</b> 8/8/24

Detailed Summary of Contract: Generals Services put out a bid for design, purchase, and installation of 2 monument signs along with solar lighting packages. These signs will be placed at 2 locations located on I-20 Eastbound at Sigman Rd and I-20 Westbound at Salem Rd. Pinnacle33 was the responsible, responsive bidder for RFP#23-35 . General Services recommends approval of this contract .

Defer 9/24/2024

**Department Head/Elected Official Signature:**  


**Date:** 8/8/24

2024-655



DESIGN, PURCHASE, AND INSTALLATION OF TWO (2) MONUMENT SIGNAGE

This Agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012, (hereinafter referred to as the “County”) and PINNACLE 33 SIGNAGE SOLUTIONS, LLC, a Georgia corporation, whose address is 2594 Flat Shoals Road, SE, Conyers, GA 30013 (hereinafter referred to as “Contractor”).

WHEREAS, the County desires to engage the services of Contractor for the design, purchase and installation of two (2) Monument Signage with Landscaping Enhancements at two existing county entrances located on I-20 Eastbound at Sigman Road and I-20 Westbound at Salem Road (Option A.1 at Salem and A.2 at Sigman plus Solar Lighting Package).

WHEREAS, Contractor is qualified to perform this service and desires to render this service to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. **Services Provided by Contractor.**

The Contractor will furnish all products, tools, construction equipment, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner for the design, purchase and installation two (2) Monument Signage with Landscaping Enhancements at two existing county entrances located on I-20 Eastbound at Sigman Road and I-20 Westbound at Salem Road (Option A.1 at Salem and A.2 at Sigman plus Solar Lighting Package), and in accordance with the County’s Request for Proposals (RFP) No. 23-35, incorporated herein by reference, (hereinafter called “Work”), and Contractor’s proposal dated May 15, 2024, attached hereto and made a part hereof, (hereinafter called “Proposal”). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this Work. The Work shall be performed at the direction of the Director of General Services or his designee and consistent with all Federal, State and Local laws.

The Contract Documents, Proposal documents, drawings, and Request for Proposals are considered essential parts of the Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to complete the Work in an acceptable manner, ready for use, or operation by the County.

Project Schedule is lined out in Addendum 1 of Exhibit A, attached hereto and made a part hereof.

The Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specific in a written Notice to Proceed and shall fully complete all work hereunder within one hundred twenty (120) days, unless modified and agreed upon by both parties in writing.

Contractor assumes full responsibility to the County for the improper acts and omissions of its subcontractors or others employed or retained by the Contractor in connection with this project.

Contractor shall, without additional compensation, immediately correct any errors, omissions or deficiencies in its Design services and Design documents.

2. **Fees and Compensation.**

- (a) Contract Price: Total Contract Price for two (2) Monument Signage with Landscaping Enhancements shall not exceed **Three Hundred Eighteen Thousand Seven Hundred Twenty Nine Dollars and 00/100 (\$318,729.00)** and shall be due after completion and will be billed at thirty (30) days for the performance of the Work set forth in the Contract Documents, unless amended as agreed upon by both parties in writing as detailed in Section 6 of this Agreement. If there are unforeseen costs, there is a ten percent (10%) contingency of \$31,872.90. Payment Schedule for progress payments is lined out in Addendum 2 – Option 1 of Exhibit A, attached hereto and made a part hereof.

The County will submit for GDOT Special Encroachment Permit, if needed.

It is understood that the Contractor shall provide and pay for all products, labor (including labor performed after regular working hours, on Saturdays or Sundays, or on legal holidays), tools, construction equipment, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, place into operation, and deliver the Work.

The Contractor shall be responsible for any additional expenses incurred by the County as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime will be deducted from the Contractor's monthly payment request.

- (b) Payments Withheld: The County may decline to approve an application for payment, in whole or in part, as may be necessary to protect the County from loss because of:
- (1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.
  - (2) Unsatisfactory prosecution of the Work by the Contractor either due to quality of the Work or if the Contractor is behind the currently approved construction schedule.

When the above reasons for nonpayment are corrected, then payment will be made for amounts withheld because of such reasons, not later than the next payment.



- (c) Retention: The County will retain the following amounts from each properly certified estimate:
- (1) Until the value of the Work completed, including stored materials, is at least 50 percent of the Contract amount, 10 percent of the value of all Work satisfactorily completed, including stored materials.
  - (2) When the value of the completed Work totals at least 50 percent of the Contract amount, the County will reduce the retainage to 5 percent of the value of Work completed, including stored materials, provided the Work is progressing satisfactorily and there is no specific cause for retaining a larger sum. The total amount retained will be at least 5 percent of the Contract amount, adjusted for Change Orders, until the date of final payment.
- (3) The County may elect to reinstate retention of 10 percent of the value of the Work completed if at any time the Contractor fails to make satisfactory progress or if there is other specific cause. No form of collateral in lieu of cash will be acceptable as retainage.

Amounts retained by the Contractor from payments due to suppliers and subcontractors (expressed as a percentage) shall not exceed that being retained by the County.

3. **Effective Dates of Agreement.**

The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Rockdale County Board of Commissioners (the "Board"). The term of this Agreement shall be one hundred twenty (120) days from the date the effective date, unless terminated by either party as detailed in section 13 of this Agreement.

The Contractor shall begin the Work no later than thirty (30) days after issuance of the written Notice to Proceed and shall complete the Work no later than one hundred twenty (120) days after issuance of the Notice to Proceed unless a time extension is authorized in writing by the County.

4. **Rejection of Work and Materials.**

All products furnished and all Work completed will be inspected by the County. All products furnished and all Work completed that is not in accordance with the Contract Documents or that is defective will be rejected. All rejected products or Work shall be removed immediately. If rejected products or Work is not removed within 48 hours, the County will have the right and authority to stop the Work immediately and will have the right to arrange for the removal of said rejected products or Work at the cost and expense of the Contractor.

5. **Supervision of Work.**

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

The supervisor shall have full authority to act on behalf of the Contractor and to execute the orders or directions of the County without delay. The supervisor shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. The supervisor's authority shall be such that all communication given to the supervisor shall be as if given to the Contractor.

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the County, immediately remove any superintendent, foreman or workman whom the County may consider incompetent or undesirable.

6. **Changes in the Contract.**

The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment will be authorized by a written change order signed by the County and Contractor.

7. **Insurance and Bonds.**

The Contractor shall not commence any work under this Contract until all insurance and bonds, as stipulated in the RFP, have been obtained and such insurance and bonds have been approved by the County, nor shall the Contractor allow any subcontractor to commence any work on subcontractor's contract until all similar insurance and bonds required of the subcontractor have been so obtained and approved by the Contractor.

8. **Interruption of Facility Operations.**

The Contractor shall provide the County with written notice at least three days prior to any interruption in facility operations required by construction activity. The notice shall include the date and time of the scheduled interruption, the length of time the interruption will be in effect, the procedures to be followed, a complete identification of all those processes, equipment and operations to be affected, and all other information the County may require. The Contractor shall provide any equipment, piping, auxiliary power or other means necessary to sustain facility operations.

9. **Protection of Work, Property and Persons.**

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all products to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- (b) The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction, promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety



Standards Act (PL 91-54) as amended. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.

- (c) The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities caused, directly or indirectly, by the Contractor or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the County may, after 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.
- (d) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the County, shall act to prevent threatened damage, injury or loss.
- (e) Completed Work and stored products shall be suitably protected during unseasonable weather, to allow Work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather.

10. **Protection of the Environment.**

- (a) The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed Work, and shall abide by the requirements of all governmental agencies having jurisdiction over the Work or Contractor's Project operations. This shall include but not be limited to air, water & noise pollution during torch cutting, grinding, burning and grading operations.
- (b) Any area used or involved in the Project that is disturbed by the Contractor, shall be restored to original or better condition, even though such area is outside the limits of that specified for grading, grassing or landscaping.
- (c) The Contractor is responsible for maintenance of all erosion control measures, final removal of all temporary BMP's, and irrigation of all permanent vegetative measures until fully established.

11. **Protection, Location and Relocation of Utilities.**

The Contractor shall notify utility owners of the new work in accordance with Georgia Law by calling the Utilities Protection Center (UPC) at 800-282-7411, 72 hours before work is to begin. The Contractor shall protect from damage all existing improvements or utilities at, or in proximity to, the site of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care in the performance of Work. If the Contractor fails or refuses to repair any such damage promptly, the County may have the Work performed and charge the cost thereof to the Contractor.

Prior to the construction or installation of any new Work, the Contractor shall excavate all existing utilities within the vicinity of the Work to their actual vertical and horizontal location. In order to avoid conflicts between existing and new Work, the Contractor shall either relocate the existing utility on a temporary or permanent basis, or shall take whatever means necessary to protect the existing facilities or utilities during the installation of new Work.

12. **Indemnification.**

In addition to its agreement to obtain and maintain insurance as set forth herein, the Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees, from any and all claims against the County, its officers, agents and employees, which arise out of any act or omission of the Contractor or any of the Contractor's officers, agents and/or employees, and any and all claims which result from any condition created or maintained by the Contractor or anyone employed by the Contractor or any of their officers, agents or employees, which condition does not specify to be created or maintained by this Contract.

13. **Termination of Agreement.**

In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, written notice shall be provided and termination shall be effective 15 days from receipt of written notice.

14. **Notice.**

Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by overnight delivery or certified mail, postage prepaid, so that the notifying party can prove delivery of notice and the date thereof, and addressed as follows:

To the County:

Rockdale County, Georgia  
Attn: Tina Malone  
P. O. Box 289  
Conyers, Georgia 30012  
Phone # - 770-278-7552  
[Tina.Malone@rockdalecountyga.gov](mailto:Tina.Malone@rockdalecountyga.gov)

To the Contractor:

Pinnacle 33 Signage Solutions, LLC  
Attn: Michael McElwaney  
2594 Flat Shoals Rd., SE  
Conyers, GA 30013  
Phone – 404-254-5537  
[Michael.Mcelwaney@pinnacle33.com](mailto:Michael.Mcelwaney@pinnacle33.com)

The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered in advance, pursuant to this paragraph.

15. **Assignment.**

The Contractor shall have no right to transfer or assign its interest in this Agreement without the prior written consent of an authorized representative of the County.

16. **Corporate Authority.**

Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all



necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

17. **Waiver.**

No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.

18. **Severability.**

If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

19. **Interpretation.**

Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

20. **Venue & Jurisdiction.**

The County and the Contractor, by entering into this Agreement, hereby agree that the courts of Fulton County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

21. **Governing Law.**

This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.



22. **Binding Effect.**

This Agreement shall be binding upon the Contractor and its successors and permitted assigns.

23. **Further Assurances.**

The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

24. **Entire Agreement.**


This Agreement, its attachments and essential documents (as provided in paragraph 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

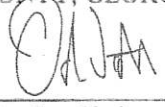
By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress. For purposes of executing this Agreement and any Change Orders, electronic/scanned/photocopied signatures shall be as valid as the original.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

PINNACLE 33 SIGNAGE SOLUTIONS, LLC

ROCKDALE COUNTY, GEORGIA

By:   
Name & Title (Typed or Printed)  
*Mike MELINA / Account Executive*

By:   
Osborn Nesbitt, Sr., Chairman

27-3368872  
Federal Tax I.D. Number

~SIGNATURE SECTION CONTINUED FROM NEXT PAGE~

Witness: *Middle McElwain*

*Middle McElwain*

Attest:

*Jennifer Rutledge*

Jennifer Rutledge, Executive Director/  
County Clerk

Approved as to form:

*M. Qader A. Baig*

M. Qader A. Baig, County Attorney



A.1 @ SALEM + A.2 @ SIMON

### PROPOSAL FORM

Instructions: Complete all THREE parts of this bid form.

#### PART I: Proposal Summary

Complete the information below. If you wish to submit more than one brand, make a photocopy of this Proposal Form.

1.	Design	\$ 8,000
2.	Furnish and Install	\$ 265,727
3.	Subtotal	\$ 272,729
4.	Contingency 10%	\$ 27,272
5.	Total	\$ 299,999
6.	Number of Days for Completion – Completion Time	120 /Days

(30 day = month)

#### PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"	5/15/24	Ⓚ
"2"		
"3"		
"4"		
"5"		
"6"		

#### PART III: Vendor Information:

Company Name	Pinnacle 33 Signage Solutions, LLC
Address	2594 Flat Shoals Rd. SE Conyers, LA 30013
Telephone	404-254-5537
E-Mail	Michael.McElwainey@Pinnacle33.com
Representative (print name)	MIKE MCELWANEY
Signature of Representative	<i>[Handwritten Signature]</i>
Date Submitted	5/15/24

ADD SOLAR LIGHTING - WALL WASH + SPOTLIGHTS TO EACH LOCATION

## PROPOSAL FORM

Instructions: Complete all THREE parts of this bid form.

### PART I: Proposal Summary

Complete the information below. If you wish to submit more than one brand, make a photocopy of this Proposal Form.

1.	Design (2) locations	\$ 2,000
2.	Furnish and Install (2) solar lighting systems only	\$ 44,000
3.	Subtotal	\$ 46,000
4.	Contingency 10%	\$ 4,600
5.	Total - Additive price only	\$ 50,600
6.	Number of Days for Completion - Completion Time	120 Days

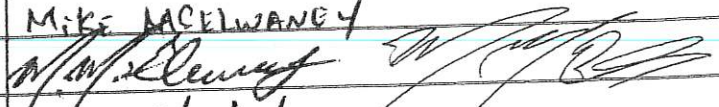
30 days = 1 month

### PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department - Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"	5/15/24	Ⓜ
"2"		
"3"		
"4"		
"5"		
"6"		

### PART III: Vendor Information:

Company Name	Pinnacle 33 Signage Solutions, LLC
Address	2594 Flat Shoals Rd. SE Conyers, LA 30013
Telephone	404-254-5527
E-Mail	Michael.McElwainey@Pinnacle33.com
Representative (print name)	MIKE MCELWANEY
Signature of Representative	
Date Submitted	5/15/24