MAYOR
Brian West

MAYOR PRO TEM
Spec Hosti

CITY COUNCIL
Nick Hale
Cam Jackson
Tony Ploughe
Nick Sears
Kathryn Williams

CITY MANAGER
Bret Bell

CITY CLERK
Fabian Mann

ASST CITY MANAGER
Michelle Owens

CITY ATTORNEYS
Edward M. Hughes
Tracy O'Connell

CITY OF TYBEE ISLAND

City Council Regular Meeting
November 12, 2026 | 6:30 PM

Tybee Island Public Safety Building
78 Van Horne Avenue
Tybee Island, GA 31328

A G E N D A

Opening Ceremonies

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Announcements

Recognitions

1. Employee of the Third Quarter

Consideration of Items for Consent Agenda

Consideration of Approval of Meeting Minutes

2. City Council Special Called Meeting — October 22, 2026
3. City Council Regular Meeting — October 22, 2026

Guest Presentations

4. Tybee Island YMCA — Annual Update

Citizens to be Heard

5. Shirley Wright — National Good Neighbor Day

403 Butler Avenue
P.O. Box 2749
Tybee Island, Georgia 31328-2749

(912) 786-4573 tel
(912) 786-5737 fax
www.cityoftybee.org

6. John Cowell — Georgia Power Company Customer Support

7. Jan Will — 2026 Tour of Homes

Public Comment

If anyone wishes to speak on any item on the agenda other than the Public Hearings, please approach the podium and limit your comments to three minutes.

Consideration of Approval of Consent Agenda

Public Hearings

8. Site Plan Amendment: 602 E US HIGHWAY 80 (Sand Cat Coffee) - C-2 - 40003 07003 - 602 1ST STREET LLC (James and Carmen Simpson)

Permit Appeals

9. Appeal of the Issuance of a Pool Permit for 605B 6th Street

Consideration of Agreements and Bids

10. Expedient Cloud and Managed Technology Services Agreement

11. Georgia Power Easement Agreement

12. Consulting Services Agreement with Discover Black Savannah

13. Consulting Services Agreement with AWR Strategic Consulting

14. Solar Panel Installation on Roof at Tybee Island Marine Science Center

15. Fence Installation for Small and Large Dog Parks at Solomon Park

16. Purchase of Marsh Property Located Between Solomon Avenue and Oak Avenue

Consideration of Resolutions

17. Resolution 2026-18 — Regarding an Off-Season Canine Beach Access Pilot Program

Executive Session

Discuss Litigation, Personnel, Real Estate, and Cybersecurity

Possible Executive Session Vote

Adjournment

Individuals with disabilities who require accommodation in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, or the facilities are required to contact Fabian Mann at 912.472.5080 promptly to allow the City to provide reasonable accommodation.

*__PLEASE NOTE:__ Those wishing to speak on items listed on the agenda, other than public hearings, should do so during the citizens to be heard section. Citizens wishing to place items on the council meeting agenda must submit an agenda request form to the City Clerk's office by Thursday at 5:00PM prior to the next meeting scheduled. Agenda request forms are available outside the Clerk's office at City Hall and at www.cityoftybee.org.



THE VISION OF THE CITY OF TYBEE ISLAND

"is to make Tybee Island the premier beach community in which to live, work, and play."



THE MISSION OF THE CITY OF TYBEE ISLAND

"is to provide a safe, secure and sustainable environment by delivering superior services through responsible planning, preservation of our natural and historic resources, and partnership with our community to ensure economic opportunity, a vibrant quality of life, and a thriving future."

File Attachments for Item:

2. City Council Special Called Meeting — October 22, 2026

MAYOR
Brian West

MAYOR PRO TEM
Spec Hosti

CITY COUNCIL
Nick Hale
Cam Jackson
Tony Ploughe
Nick Sears
Kathryn Williams

CITY MANAGER
Bret Bell

CITY CLERK
Fabian Mann

ASST CITY MANAGER
Michelle Owens

CITY ATTORNEYS
Edward M. Hughes
Tracy O'Connell

CITY OF TYBEE ISLAND

City Council Special Called Meeting
October 22, 2026 — 5:30 PM

Meeting Minutes

Call to Order — The City of Tybee Island City Council held a special called city council meeting on Thursday, October 22, 2026, at 78 Van Horne Avenue, Tybee Island, GA 31328. The meeting was called to order by Mayor Brian West at approximately 5:30 PM. Mayor Pro Tem Michael "Spec" Hosti, Councilmember Nick Hale, Councilmember Cam Jackson, Councilmember Tony Ploughe, Councilmember Nick Sears, and Councilmember Kathryn Williams were also present.
Administrative Staff Attendance — City Manager Bret Bell, Assistant City Manager Michelle Owens, City Clerk Fabian Mann, City Attorney Edward Hughes, and City Attorney Tracy O'Connell were present.

Special Event Alcohol License for the Tybee Island Seafood Fest

Councilmember Hosti made a motion to approve a two-day special event alcohol license request (beer and wine) for the Tybee Business Alliance-Tybee Seafood Fest on November 13-14, 2026. **Councilmember Williams** seconded the motion. **Motion passed unanimously.**

Executive Session

Councilmember Hosti made a motion to move into executive session regarding real estate and litigation. **Councilmember Ploughe** seconded the motion. **Motion passed unanimously.**

Councilmember Hosti made a motion to return to the regular meeting from an executive session. **Councilmember Ploughe** seconded the motion. **Motion passed unanimously.**

Adjournment

Councilmember Hosti made a motion to adjourn the meeting. **Councilmember Ploughe** seconded the motion. **Motion passed unanimously.**

DRAFT

City of Tybee Island

_____

Brian West, Mayor

Attest:

_____

Fabian Mann, Jr., City Clerk

DRAFT

File Attachments for Item:

3. City Council Regular Meeting — October 22, 2026

MAYOR
Brian West

MAYOR PRO TEM
Spec Hosti

CITY COUNCIL
Nick Hale
Cam Jackson
Tony Ploughe
Nick Sears
Kathryn Williams

CITY MANAGER
Bret Bell

CITY CLERK
Fabian Mann

ASST CITY MANAGER
Michelle Owens

CITY ATTORNEYS
Edward M. Hughes
Tracy O'Connell

CITY OF TYBEE ISLAND

City Council Regular Meeting
October 22, 2026 — 6:30 PM

Meeting Minutes

Call to Order — The City of Tybee Island City Council held a regular city council meeting on Thursday, October 22, 2026, at 78 Van Horne Avenue, Tybee Island, GA 31328. The meeting was called to order by Mayor Brian West at approximately 6:30 PM. Mayor Pro Tem Michael "Spec" Hosti, Councilmember Nick Hale, Councilmember Cam Jackson, Councilmember Tony Ploughe, Councilmember Nick Sears, and Councilmember Kathryn Williams were also present.
Administrative Staff Attendance — City Manager Bret Bell, Assistant City Manager Michelle Owens, City Clerk Fabian Mann, City Attorney Edward Hughes, and City Attorney Tracy O'Connell were present.

Invocation — The invocation was led by **Mike Miller.**

Pledge of Allegiance — The pledge of allegiance was led by **Mayor West**.

Consideration of Approval of Agenda

Councilmember Hosti made a motion to approve the agenda. **Councilmember Hale** seconded the motion.

Councilmember Sears made a motion to amend the original motion by tabling Item #4 (Appeal of Swimming Pool Construction Permit) until the November 12, 2026, city council meeting, with the property owners' and city staff's written replies to the appeal included in the city council meeting agenda packet. **Councilmember Hosti** seconded the motion. The motion to amend **passed unanimously.**

The original motion, as amended, **passed unanimously.**

Consideration of Items for Consent Agenda

- City Council Regular Meeting Minutes — October 08, 2026
- Certified Local Government Grant for Historic Resources Survey Update Project
- Certified Local Government Grant Agreement Amendment for Local Historic District Project
- Municipal Court Probation Services Agreement

DRAFT

Citizens to be Heard

- Julia Pearce — Recognition of Dr. Lonnie Johnson

  Julia Pearce, representing the Tybee MLK Human Rights Organization, delivered a formal recognition honoring inventor and engineer Dr. Lonnie George Johnson on his 77th birthday.

- Corey Foreman — Introduction

  Corey Foreman introduced his candidacy for Georgia State Senate District 1.

Consideration of Approval of Consent Agenda

Councilmember Williams made a motion to approve the consent agenda. **Councilmember Ploughe** seconded the motion. **Motion passed unanimously.**

Adjournment

Councilmember Hosti made a motion to adjourn the meeting. **Councilmember Williams** seconded the motion. **Motion passed unanimously.**

DRAFT

City of Tybee Island

_____

Brian West, Mayor

Attest:

_____

Fabian Mann, Jr., City Clerk

DRAFT

File Attachments for Item:

4. Tybee Island YMCA — Annual Update

Tybee Island YMCA Annual Review
July 2025-June 2026



Program Evaluations/Participation
CoTI Fiscal Year 2025-2026

Membership	
Active Members	1331
GroupX over 60	234
City Employees	99



Check-Ins	67,673	Total		
Gym	928	Does not include team sports		
Pickleball	2,658			
Guest Pass	483			
EGYM	359	New participants this year		
EGYM	819	Total participants		
Skate Night	679	Skaters		

Youth	
Teen Leaders Club	6
Youth Soccer	44
Youth Basketball	20
Summer Camp	151
Fun Club	495

Instructor Led Classes on next page – Total 10,412 Participates

Instructor led classes	July	August	Sept	Oct	Nov	Dec	January	February	March	April	May	June	Totals
Yoga	53	57		46	43	19	90	95	77	79	30	60	**649**
Full Body Fit	42	35			24	26	73	90	69	81	87	55	**582**
Chair Fit	49	71		55	54	26	75	80	77	68	57	69	**681**
HIIT	12	22	16	10									**60**
Full Body Fit	55	156	82	72	62	119	147	137	126	87	56	120	**1219**
Chair Fit		29		33	63	69	31	71	80	80	79	58	**593**
Tappercize	16	26	25	13	29	21	27	37	37	21	27		**279**
Pilates	22	36	33	46	33	15	75	78	59	71	34	56	**558**
Core & More		43	11	18	9	12	27	33	16	25	30	10	**234**
Chair Fit	10	71	74	54	14		106	34	38	25	22	37	**485**
Total Body conditioning	51						77						**128**
Interval Strength	29	21	20	42	20		46	29	31	30	27	31	**326**
Tone & Burn	24			77	23								**124**
Gentle Stretch			2			23							**25**
Zumba	35						50	50	31	56	28	24	**274**
Shoulder Rehab	10												**10**
Chair Fit		5	58	109		39							**211**
Flat abs	31	12	17	32	20		25	26	19	26	16		**224**
Corrective Body	26	17	97	50		31	59	53	42	44	23	25	**467**
Back & Hip Rehab	25	26	36	55	37	30	57	50	43	57	28	26	**470**
Full Body Fit	18	38	33		50	24		97	78	78	72	78	**566**
Core & More	47	43	8	11	11	12							**132**
Yoga - Mark	12	9	3	5	6	6	14	11	11	15	12	9	**113**
Indoor Cycling	20			32			21	24	23	12	5	11	**148**
Full Body Fitness		72	33	70	36	20							**231**
Balanced Bodies	24					19							**43**
Tone & Burn	28			32									**60**
Indoor Cycling		10	5	11		19						9	**54**
Yoga	9			32		58							**99**
Barre		5		11									**16**
Group Active - Mossa				52									**52**
Group Ride - Mossa				20									**20**
Water Aerobics	343	280	335									321	**1279**
Totals	**991**	**1084**	**888**	**988**	**534**	**588**	**1000**	**995**	**857**	**855**	**633**	**999**	**10412**

YMCA of Coastal GA, Inc.
Tybee Islands YMCA
Tybee City Council Financial Presentation
Presented as Fiscal Year: July to June

	FISCAL YEAR 2025-2026 RESULTS				FISCAL YEAR 2026-2027	PROPOSED FISCAL YEAR 2027-2028
INCOME	**ACTUAL**	**BUDGET**	**VARIANCE**	**% VARIANCE**	**BUDGET**	**BUDGET**
Tybee Recreation Department						
City of Tybee Partnership Contract	220,000	220,000	-	0%	220,000	248,500
YMCA Operations						
Contributions and Fundraising	32,638	38,160	(5,522)	-14.47%	38,500	40,000
Other Government Grants and Contracts	864	1,250	(386)	-30.88%	1,500	-
Membership Dues and Guest Fees	369,972	336,835	33,137	9.84%	375,850	375,000
Program Fees	62,518	70,250	(7,732)	-11.01%	59,275	60,000
Sales and Other	6,676	9,445	(2,769)	-29.32%	7,500	7,500
Total Income	**692,668**	**675,940**	**16,728**	**2.47%**	**702,625**	**731,000**
EXPENSES						
Salaries and Wages	202,576	215,885	13,310	6.17%	225,250	275,000
Fringe Benefits & Payroll Taxes	37,279	41,905	4,626	11.04%	44,875	52,450
Contracted Services	1,860	4,055	2,195	54.13%	3,500	5,000
Facility and Program Supplies	27,349	24,065	(3,284)	-13.65%	30,000	35,000
Internet and Telecommunications	9,318	8,250	(1,068)	-12.95%	10,000	12,000
Occupancy and Facility Improvements	27,485	32,125	4,640	14.44%	32,500	37,500
Furniture and Equipment	18,393	18,475	82	0.44%	20,000	25,000
Advertising, Printing and Promotion	10,598	9,080	(1,518)	-16.72%	12,500	14,500
Meetings, Trainings and Transportation	7,371	4,700	(2,671)	-56.83%	7,500	7,500
Dues and Subscriptions	13,148	11,405	(1,743)	-15.28%	14,125	16,250
Bank and Merchant Service Fees	4,597	5,480	883	16.11%	5,000	5,250
Business Insurance	10,781	9,630	(1,151)	-11.95%	11,500	12,500
Amortization and Depreciation	69,979	58,360	(11,619)	-19.91%	70,000	70,000
Administration	80,793	83,250	2,457	2.95%	85,000	87,500
Miscellaneous and Other	2,013	1,290	(723)	-56.02%	2,500	3,000
Total Expenses	**523,539**	**527,955**	**4,416**	**0.84%**	**574,250**	**658,450**
Su *Item #4.* **icit)**	**169,129**	**147,985**	**21,144**	**14.29%**	**128,375**	**72,550**

Annual Budget to Actuals Revenues/Expenditures

Includes:
FY2025-2026 Budget to Actuals
FY2026-2027 Budget
And FY2027-2028 Proposed

Staffing	2025	2026	2027
Full-time	2	1	2
Part-time	16	30	35
Instructors	7	13	15

Recent Inventments	
Weight Room Machines	$ 53,373
eGym	$ 153,290
Building upgrades	$ 5,190
Cardio Equipment	$ 9,191

YMCA cost increases %	2024	2025	2026	2027
Salaries	3.50%	3.50%	3.50%	3.50%
Wages	3.00%	3.50%	3.25%	3.50%
Medical	-4.00%	2.50%	19.80%	19.50%
Insurance	27.90%	113.30%	-5.70%	1.00%

*Last increase from CoTI 2(

Accomplishments/ Challenges









- New Full-time Youth Development Director
- Wellness Wednesdays
- New minibus to aide in Active Older Adult Participation
- New spin room
- New classes
- Summer camp
- Skate Night
- Friendsgiving
- Trunk or treat
- 24/7 Access / New sound system
- Monthly Newsletter
- EGYM – 25.7% Strength Improvement with -13.2 Years Bioage Reduction
- New YMCA App

- Signage for wayfinding and branding
- Space is limited



YMCA Community Contributions

Over $133,121 in benefits provided to Tybee Island residents:

$64,784 City Employee Membership Discounts
$36,889 Direct financial assistance to members
$22,177 Healthcare Subsidized Membership Discounts
$ 9,271 Tybee Resident Program Discount

Priceless benefits provided:

- Youth programs, EGYM, Giving Tree, Youth sports, etc
- Community space shared with TIMA, Tybee Ballet Theater, Tybee Tap Troupe, Homeschool PE with Dr. Davies, Bible Study, Alcoholics Anonymous, Meditation, Fight Dirty Tybee, Rising Tyde Food Pantry, and more.





Future Programming

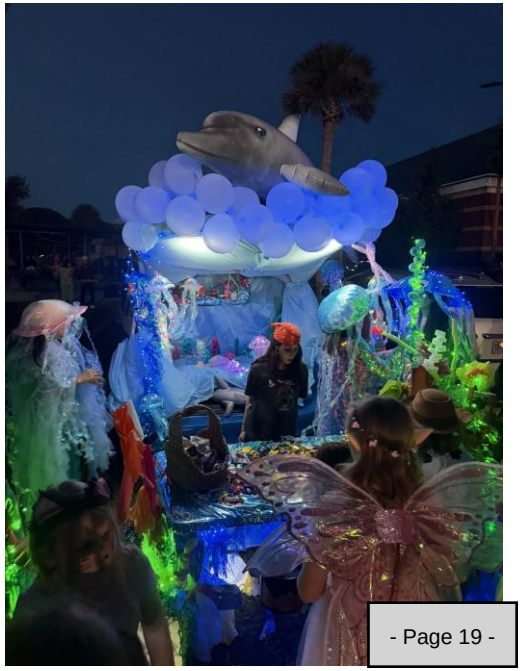
- Adult Sports
- Increase Participation for Active Older Adults through increased offerings and advertisement.
- Increased Participation for Youth Sports through increased offerings and advertisement.





Mission statement

“To put Christian principles into practice through programs that build healthy spirit, mind and body for all.”



Crystal Patora
TYBEE YMCA OF COASTAL GEORGIA
912 786 9622
crystal.patora@ymcaofcoastalga.org

File Attachments for Item:

8. Site Plan Amendment: 602 E US HIGHWAY 80 (Sand Cat Coffee) - C-2 - 40003 07003 - 602 1ST STREET LLC (James and Carmen Simpson)

STAFF REPORT

CITY COUNCIL MEETING: November 12, 2026

REQUESTED ACTION: Approve a site plan amendment for the redevelopment/change of use from a vacant office space to a coffee shop expansion/community studio space.

LOCATION: 602 E US Highway 80

PIN: 40003 07003

APPLICANT: Jim and Carmen Simpson

OWNER: 602 1ST STREET LLC

EXISTING USE: Coffee Shop (Restaurant/Retail)/Vacant

PROPOSED USE: Coffee Shop (Restaurant/Retail) and Community Studio space

ZONING: C-2

USE PERMITTED BY RIGHT: Site Plan approval required

COMMUNITY CHARACTER MAP: Commercial Gateway Character Area

PROPOSAL: The applicant is requesting to redevelop the vacant office space at 602 US Highway 80 (formerly a veterinary clinic) adjacent to the existing coffee shop.

PLANNING COMMISSION: At the October 19, 2026 regular meeting of the City of Tybee Island Planning Commission, the Commission voted 5-0 to recommend approval.



Picture 1: Location (Aerial 2026)

PREVIOUS ACTIONS: On April 10, 2025, City Council approved a site plan to redevelop the vacant office space at 602 US Highway 80 (formerly a medical clinic) into a coffee shop, Sand Cat Coffee, located in the eastern side of the existing structure.

The original structure was constructed in 1898 and was significantly remodeled in 2002. The structure is just over 2,200 square feet and the lot is 13,200 square feet.



Picture 2: Current Conditions

LAND DEVELOPMENT CODE (LDC) ANALYSIS.

The **C-2 highway business** district provides central locations for city business and services to meet the market needs of the city's residents and visitors. The focus of the C-2 highway business district is to provide for commercial land uses that support and complement the motorized consumer. C-2 districts are intended for location along arterial streets where the negative impacts of traffic congestion, noise, and intrusions into residential neighborhoods will be minimized.

Tybee Island's Land Development Code (LDC) does not have a subcategory for community/studio space as described by the applicant; the use is generally considered to be an assembly occupancy in the International Building Code, the same category as gyms, theaters, and martial arts schools—because groups gather there for structured activities.



Map 1: Zoning

Site Plan Analysis. The applicants have recently come into control of all of western side of the building adjacent to their coffee shop, Sand Cat Coffee. The building is owned by 602 1st Street, LLC. The applicant has an executed lease with the property owner for the 770 square foot expansion. This is an existing structure with no proposed changes to the building footprint. Exterior repairs to the exterior decks and the ramp were brought into ADA compliance in 2026.

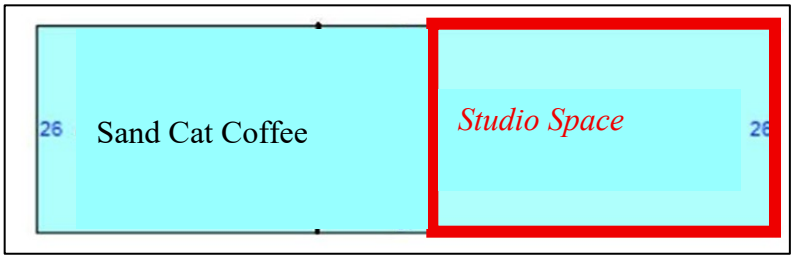


Figure 1: Leased area

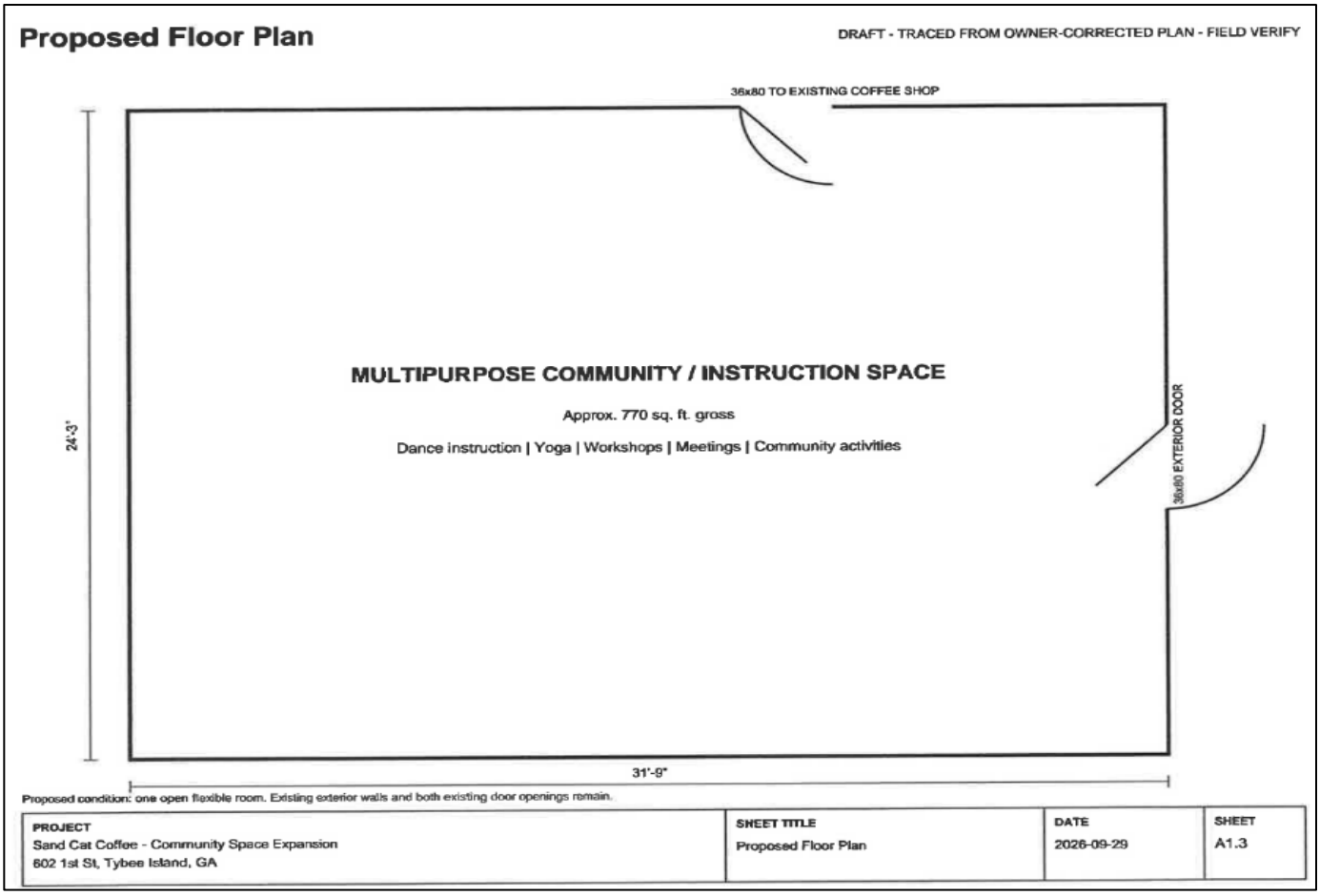


Figure 2: Floorplan (conceptual) (not to scale)

Parking. A café or coffee shop of Sand Cat's size needs five to six parking spots. Building codes classify dance studios or community spaces as "Assembly Areas without Fixed Seats". In these cases, the parking standard is often one space per 50 sq. ft. of dance floor area. For an 800 sq. ft. space, this equals 16 parking spaces

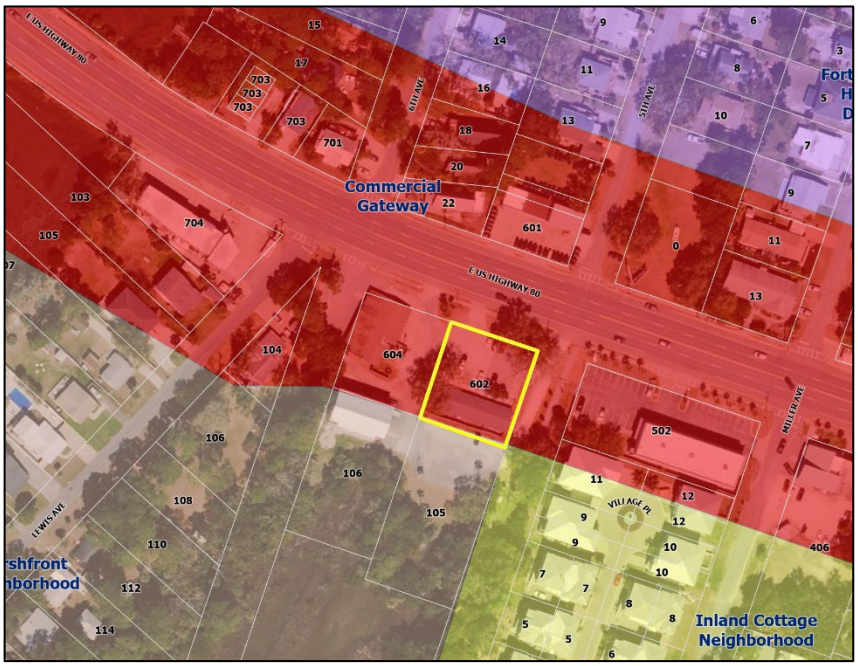
The applicant has 20 parking spots serving the entire structure, for both the studio and café space. As the studio use and the coffee shop are not generally experiencing peak flows at the same time, this combined, staggered parking schedule will meet the parking needs of both uses.

The applicant is required to have one (1) parking space be van accessible, meeting accessibility requirements per the O.C.G.A. tit. 30, Accessibility Code.

Bathrooms. Bathrooms are available for both uses.

Egress. Two exits are required and will be verified at the building permitting phase.

TYBEE ISLAND 2026-2031 COMPREHENSIVE PLAN UPDATE ANALYSIS. This site falls into the **Commercial Gateway** character areas of the Comprehensive Plan. The **Commercial Gateway** area serves as the primary entrance corridor to Tybee Island and functions as the community's principal gateway for residents, businesses, and visitors. Extending along the island's main transportation route, this area accommodates a diverse mix of commercial, residential, and tourism-related uses that contribute to the island's economy and daily life.



Map 2: Character Area

The following strategies as they pertain to the **Commercial Gateway** area, and this proposed site plan:

- Encourage commercial and mixed use development and redevelopment along the US 80 commercial corridor.
- Allow for an appropriate mix of retail, residential, and tourism-related uses consistent with the Plan vision.

REVIEW CRITERIA

The site plan approval process is intended to provide the general public, planning commission, and mayor and council with information pertinent to how a new development will affect the surrounding area and the city as a whole and to ensure compliance with all applicable regulations and considerations as hereinafter stated.

Per **Section 5-080. - Site plan approval**, in considering a site plan, the mayor and council may consider whether the proposed development will be unreasonably detrimental to adjacent or nearby uses and whether the proposed development will adversely impact existing conditions in the overall neighborhood, including but not limited to:

- The impact or lack thereof on available resources and utilities.
- Whether the proposed development is of a scale and mass so as to be compatible with the character of the neighborhood.
- Whether the proposed development is consistent with the character area under the master plan.
- Density considerations for the neighborhood including demands on infrastructure, traffic, and other relevant factors.
- The mayor and council may approve or deny the application as submitted, or add or delete conditions appropriate to protecting the interest of the applicant as well as those of nearby properties.
- Buffering requirements beyond those expressly identified may also be imposed.

If the mayor and council find that the benefits of and need for the proposed use and project are greater than any possible depreciating effects and damages to the neighboring properties, the application may be granted.

FINDING. The site plan amendment meets the requirements of the Land Development Code and the Comprehensive Plan. The proposed use is consistent and compatible with the surrounding area. Staff recommends approval.

STAFF CONTACT

Patricia Sinel, AICP, CFM, CNU-A
Community Development Director
Patricia.Sinel@cityoftybee.gov
912-472-5031

ATTACHMENTS

A. Application
B. Narrative and site plan
C. SAGIS property card and map

CITY OF TYBEE ISLAND
SITE PLAN APPROVAL APPLICATION

Fee
Commercial $500
Residential $500
Minor Amendment $75

Address or location of subject property: 602 Old US Highway 80

PIN# 40003 07003 Applicant's Name: James and Carmen Simpson

Mailing Address: 1 Shipwatch Circle, Tybee Island

Phone/Email: _____

Brief description of the land development activity and use of the land thereafter to take place on the property:

One half of 602 Old US Highway 80 for Community Space

Property Owner's Name 602 1st Street LLC Address: [redacted]

Phone/Email: [redacted]

Is Applicant the Property Owner? ___ Yes X No

Current Zoning of Property C-2 Current Use Retail/cafe

If within two (2) years immediately preceding the filing of the Applicant's application for a zoning action, the Applicant has made campaign contributions aggregating to more than $250 to the Mayor and any member of Council or any member of the Planning Commission, the Applicant and the Attorney representing the Applicant must disclose the following:

a. The name of the local government official to whom the campaign contribution or gift was made;
b. The dollar amount of each campaign contribution made by the applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action, and the date of each contribution;
c. An enumeration and description of each gift having a value of $250 or more made by the Applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action.

Signature of Applicant _____ Date 9/29/26

Additional information may be required for each Site Plan. Please contact staff for details.

Incomplete applications will not be processed. Only applications deemed complete by staff will be placed on upcoming agendas of the Planning Commission and the City Council.

Application Checklist

NOTE: This application may require any and all of the following information, if applicable, and when requested by staff:

N/A 8 copies, no smaller than 11 x 17, of the proposed site plan and architectural renderings.

N/A 8 copies, no smaller than 11 x 17, of the engineered drainage and infrastructure plan.

N/A 8 copies, no smaller than 11 x 17, of the existing tree survey and the tree removal and landscaping plan.

N/A 8 copies, no smaller than 11 x 17, of a valid survey of the property, signed and sealed by a State of Georgia certified land surveyor.

✓ Disclosure of Campaign Contributions.

_____ Proof of Ownership.

_____ Letter of Authorization (if applicable) granting the Applicant permission to conduct such land development on behalf of the property owner.

_____ Names and addresses of all adjacent property owners within 200 feet.

✓ Electronic versions of application and/or supporting documents.

_____ Other

The city staff may require elevations or other engineering or architectural drawings covering the proposed development.

The Mayor and Council will not act upon a zoning decision that requires a site plan until the site plan has met the approval of the City's engineering consultant. (Note: Section 5-080 (A) requires, "Once the engineer has submitted comments to the zoning administrator, a public hearing shall be scheduled.")

The Applicant certifies that he/she has read the requirements for Site Plan Approval and has provided the required information to the best of his/her ability in a truthful and honest manner.

Jim Simpson _____ 9/29/26 _____

Signature of Applicant Date

STAFF USE ONLY

Date received: _____ Received by _____

Fee Amount $ _____ *Check Number* _____ *Date* _____

PUBLIC HEARING DATES:

Planning Commission _____ City Council _____

DECISION: (Circle One) Approved Denied

Approved with Conditions: _____

CITY OF TYBEE ISLAND

CONFLICT OF INTEREST IN ZONING ACTIONS
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you within the past two (2) years made campaign contributions or gave gifts having an aggregate value of $250.00 or more to a member of the City of Tybee Island Planning Commission, or Mayor and Council or any local government official who will be considering the rezoning application?

YES _____ NO X

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS OF $250.00 OR MORE	GIFTS OF $250.00 OR MORE	DATE OF CONTRIBUTION

IF YOU WISH TO SPEAK CONCERNING THE ATTACHED REZONING APPLICATION, THIS FORM MUST BE FILED WITH THE ZONING ADMINISTRATOR FIVE (5) DAYS PRIOR TO PLANNING COMMISSION MEETING IF CAMPAIGN CONTRIBUTIONS OR GIFTS IN EXCESS OF $250.00 HAVE BEEN MADE TO ANY MEMBER OF THE PLANNING COMMISSION OR MAYOR AND COUNCIL.

Signature James Simpson

Printed Name James Simpson

Date 9/29/26

SAND CAT COFFEE

Community Space Expansion

Change of Use / Interior Alteration – Owner-Prepared Submission Package

Project Address	602 1st Street, Tybee Island, Georgia
Proposed Space	Approx. 770 sq. ft. gross
Requested Use	Multipurpose Community / Instruction Space
Physical Work	Removal of existing non-load-bearing interior partitions to create one open flexible room
Exterior	No building-footprint expansion proposed; existing exterior walls and door openings remain
Alternative Use	If the requested use is not approved, incorporate the space into the existing coffee shop for retail, storage, and administrative/office functions

Purpose of Request

Sand Cat Coffee proposes to incorporate the adjoining approximately 770 square-foot commercial space into the premises as a flexible multipurpose community and instruction space. Existing non-load-bearing interior partitions will be removed to create an open room capable of supporting scheduled activities such as dance instruction, yoga, workshops, educational classes, meetings, and small community gatherings.

The proposal does not add building area. Existing exterior walls, the existing exterior entrance/exit, and the existing connection to the coffee shop remain.

Alternative use. If the requested multipurpose community/instruction use is not approved, Sand Cat Coffee intends to incorporate the adjoining area into the existing coffee shop operation for additional retail display and sales area, storage, and administrative/office functions. The proposed interior demolition and open-floor configuration would therefore remain useful to the existing business under either outcome.

These owner-prepared drawings are submitted consistent with direction previously provided to the applicant for this project. Dimensions and existing conditions should be field verified during construction.

1. Project & Operations Narrative

Existing condition. The adjoining commercial area contains interior non-load-bearing partitions. The exterior perimeter and two existing 36 x 80 inch door openings remain. One door connects to the existing coffee shop and one provides an exterior entrance/exit.

Proposed physical work. Existing non-load-bearing interior partitions are removed to create one open, flexible room. No new permanent interior partitions are proposed as part of this plan.

Requested activities. The requested community/instruction use includes dance instruction, yoga, workshops, educational classes, meetings, and small community gatherings. Furniture and movable equipment may be rearranged depending on the scheduled activity.

Alternative existing-business use. If approval for the requested community/instruction use is denied, the space will instead be used as part of Sand Cat Coffee's existing operation, including retail, storage, and administrative/office functions. No separate tenant is proposed by this alternative.

2. Parking & Scheduling Narrative

Sand Cat Coffee experiences its strongest customer and parking demand during the morning, approximately 8:00 AM to 12:00 PM. Scheduled instruction and community activities are intended primarily for afternoon and evening periods, when café customer traffic and associated parking demand are typically reduced.

This operating model is intended to allow the same parking supply to serve complementary uses at different times of day rather than creating two simultaneous peak periods. Occasional overlap may occur, but the majority of scheduled instructional and community programming would be planned outside the café's peak morning period.

3. Scope Summary

Building footprint	No expansion proposed
Interior partitions	Remove existing non-load-bearing partitions shown on demolition plan
Final layout	One open multipurpose room
Exterior walls	Remain
Existing doors	Remain
Requested use	Multipurpose Community / Instruction Space
Scheduling intent	Primarily afternoon/evening community and instructional programming
Fallback if requested use is denied	Use as part of existing Sand Cat Coffee for retail, storage, and administrative/office functions

4. Parking Plan & Shared-Use Strategy

The property parking layout was documented in the prior Sand Cat Coffee expansion plan dated April 22, 2026. That plan established the following parking supply:

Existing spaces	16
Space removed by prior expansion	1
Spaces added by prior expansion	5
Total parking after prior expansion	**20**

Prior site-plan dimensions

The prior parking plan identifies typical parking stalls as approximately **9'-0" wide** and the primary drive aisle as approximately **22 feet wide**. The present proposal does not rely on creating additional parking spaces beyond that previously documented layout.

Shared-use scheduling

The proposed community/instruction space is intended to use the existing parking supply at a different primary time of day from Sand Cat Coffee's peak demand. Café traffic is strongest in the morning, approximately 8:00 AM to 12:00 PM. Dance instruction, yoga, workshops, meetings, and similar programming are anticipated primarily in the afternoon and evening.

Accordingly, the proposal is intended to use the property's existing parking more efficiently through complementary scheduling rather than generate two simultaneous peak parking periods. Occasional overlap may occur, but scheduled community/instruction activities would generally be planned outside the café's peak morning period.

Reference: Prior Sand Cat Coffee Expansion, Sheet A3 – Site Plan / Parking, dated April 22, 2026. The original A3 drawing can be provided with the application as supporting documentation.

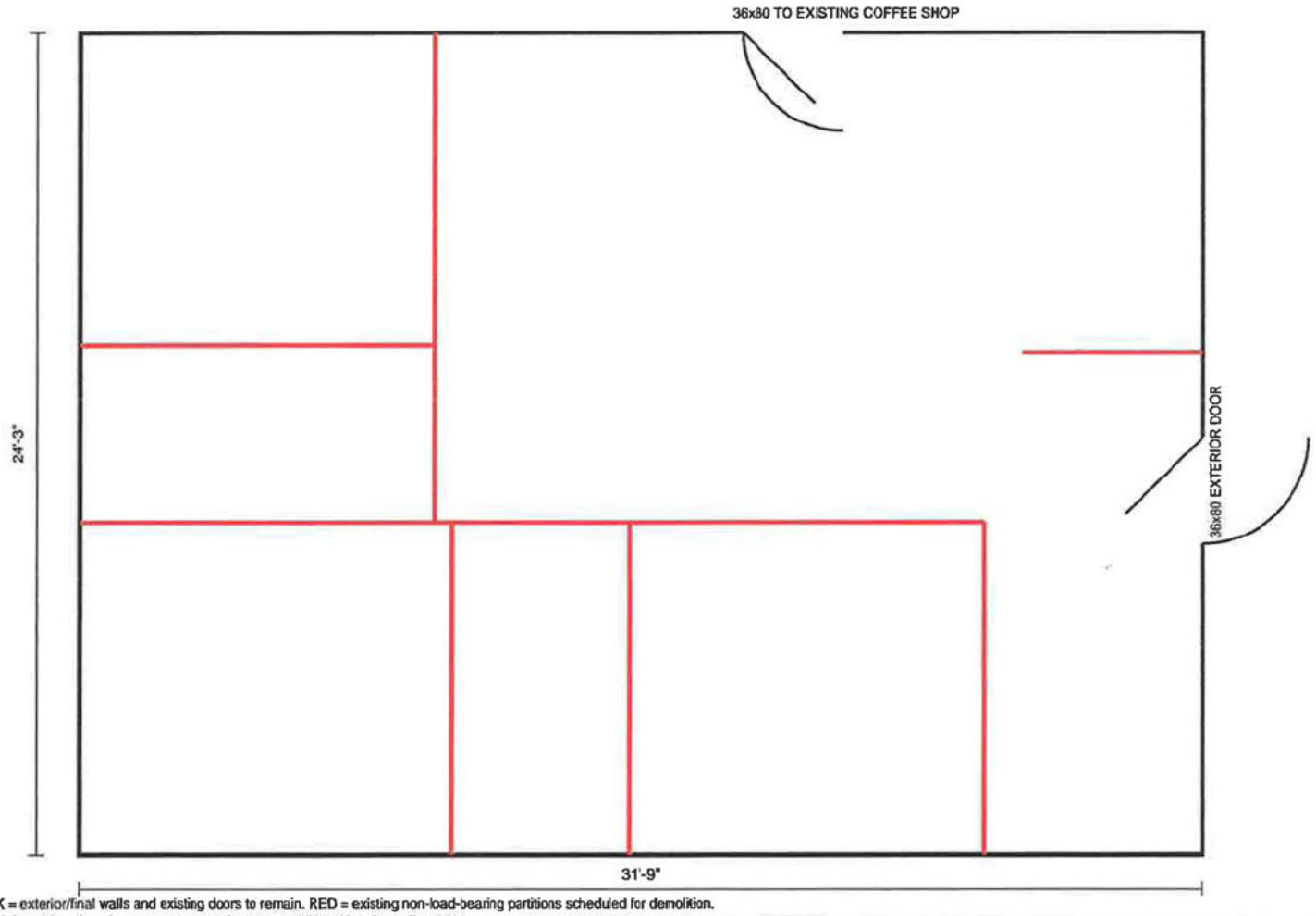
5. Drawing Index

A1.1	Existing Conditions Floor Plan	Existing exterior walls, doors, and interior partitions.
A1.2	Demolition Plan	Existing non-load-bearing partitions to be removed.
A1.3	Proposed Floor Plan	Resulting open multipurpose community/instruction space.

This package documents the requested use, the physical interior alteration, the existing parking supply and shared-use scheduling strategy, and the applicant's alternative use of the space if the requested community/instruction use is not approved.

Existing Conditions Floor Plan

DRAFT - TRACED FROM OWNER-CORRECTED PLAN - FIELD VERIFY

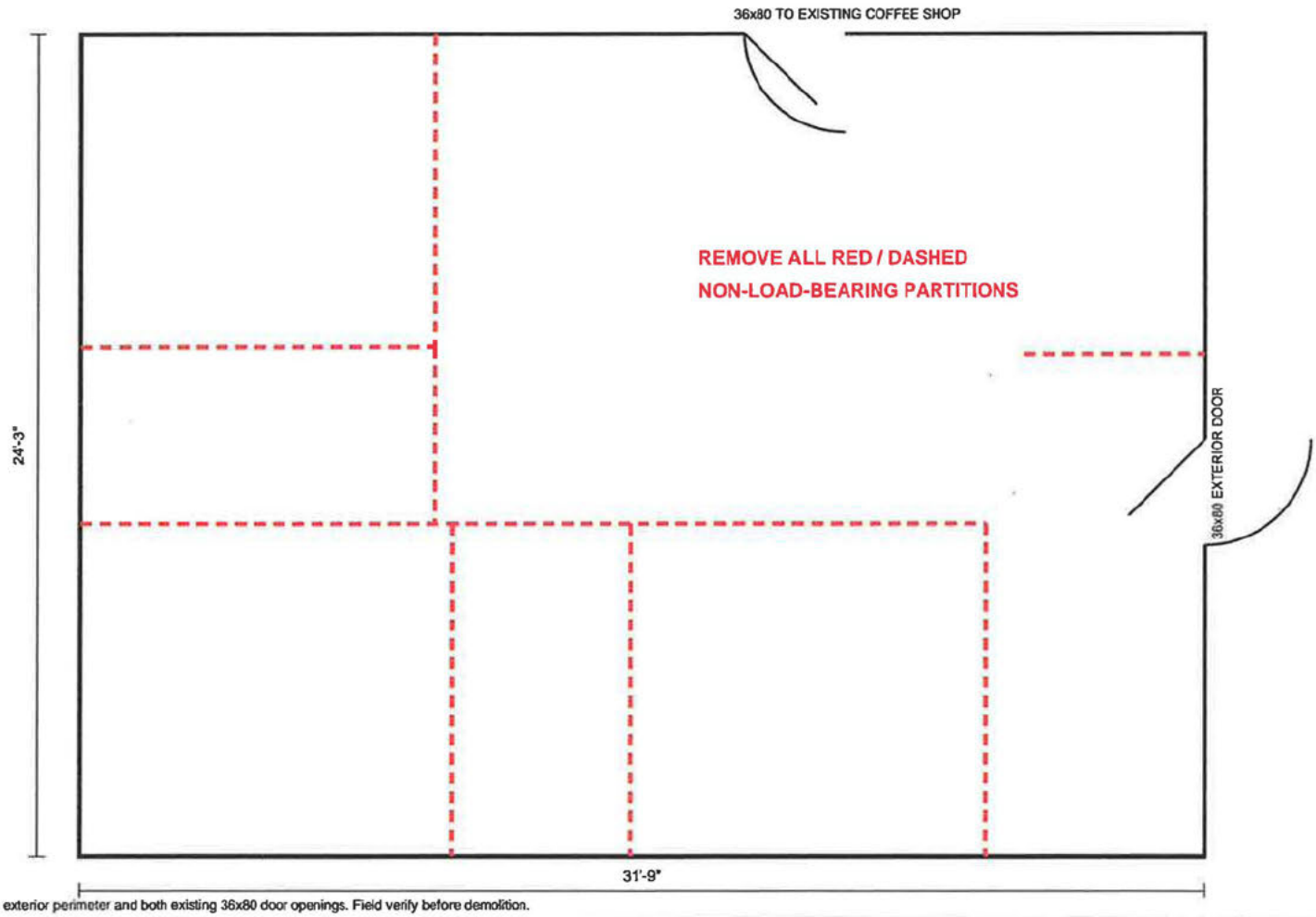


BLACK = exterior/final walls and existing doors to remain. RED = existing non-load-bearing partitions scheduled for demolition.
~~Upper-left wall junction shares one exact endpoint; no additional interior walls added.~~

PROJECT	SHEET TITLE	DATE	SHEET
Sand Cat Coffee - Community Space Expansion 602 1st St, Tybee Island, GA	Existing Conditions Floor Plan	2026-09-29	A1.1

Demolition Plan

DRAFT - TRACED FROM OWNER-CORRECTED PLAN - FIELD VERIFY

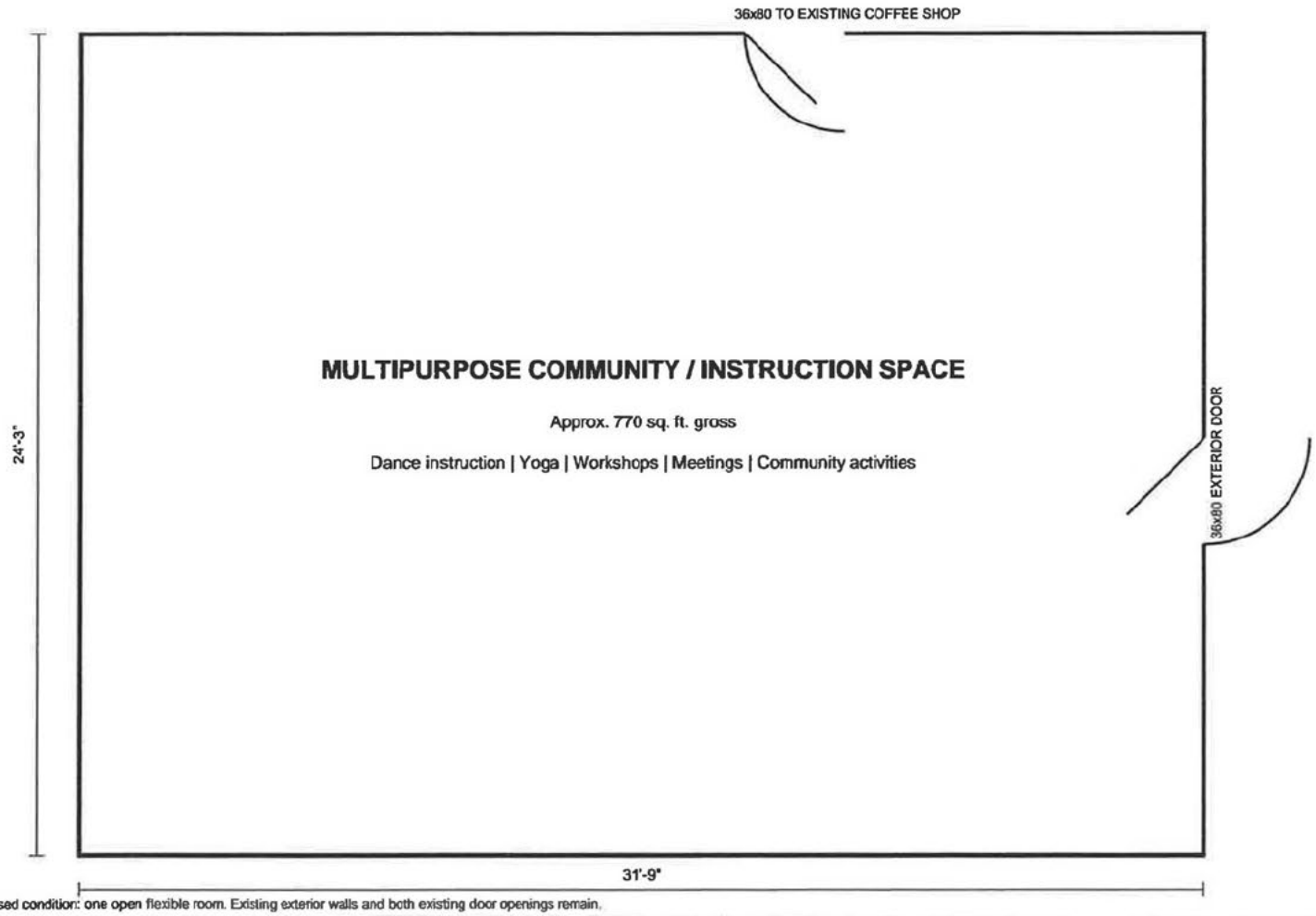


Retain exterior perimeter and both existing 36x80 door openings. Field verify before demolition.

PROJECT	SHEET TITLE	DATE	SHEET
Sand Cat Coffee - Community Space Expansion 602 1st St, Tybee Island, GA	Demolition Plan	2026-09-29	A1.2

Proposed Floor Plan

DRAFT - TRACED FROM OWNER-CORRECTED PLAN - FIELD VERIFY



Proposed condition: one open flexible room. Existing exterior walls and both existing door openings remain.

PROJECT	SHEET TITLE	DATE	SHEET
Sand Cat Coffee - Community Space Expansion 602 1st St, Tybee Island, GA	Proposed Floor Plan	2026-09-29	A1.3

James Simpson

Sand Cat Coffee

602 1st Street
Tybee Island, Georgia

City of Tybee Island
Community Development Department

Re: Sand Cat Coffee Community Space Expansion / Change of Use Request

To the City of Tybee Island,

It has been a genuine honor for our family and Sand Cat Coffee to become part of the business community on Tybee Island. From the beginning, we have wanted Sand Cat to be more than simply a place where people purchase coffee. We wanted to build a business that belongs here, participates here, and contributes to the community that has welcomed us.

One of the things we have come to value most about operating a business on Tybee is the opportunity it gives us to serve alongside the people who make this island what it is. We have been grateful for opportunities to donate our time, resources, products, and energy to various local causes and community needs. We hope those opportunities continue to grow. We are not approaching Tybee as a temporary business venture. Our intention is to be here for the long haul, and we look forward to a lifetime of participating in and serving this community.

That commitment is a significant part of what is driving the proposal included with this letter.

As the adjoining space at 602 1st Street has become available to us, the most straightforward business decision would be to simply expand Sand Cat Coffee into it. Approximately 770 additional square feet could readily be converted into more retail space, storage, offices, or other uses designed primarily to increase the capacity and profitability of our existing business. If the proposed community use is ultimately not approved, that remains a practical use for the space.

But we believe there is an opportunity here to do something more valuable.

Through our conversations and relationships on the island, we have become increasingly aware of the need for flexible, accessible space where people can teach a class, hold a workshop, gather a small group, offer dance or yoga instruction, conduct a meeting, or organize other community activities. Tybee has extraordinary people with skills, ideas, and things they would like to offer their neighbors, but suitable small-scale space in which to do those things can be difficult to find.

We would like to help meet that need.

Our proposal is to renovate the adjoining approximately 770-square-foot space into an open **Multipurpose Community / Instruction Space** connected to Sand Cat Coffee. Existing non-load-bearing interior partitions would be removed, leaving a flexible room that could be configured differently depending upon the activity taking place. Rather than designing the space around one specific program, our hope is to make it useful for many: dance instruction one evening, yoga another, a community workshop, an educational class, a meeting, or another appropriate small gathering.

This is not a project we expect to be profitable in the traditional sense. Taking on the additional space means assuming considerable ongoing rent as well as the cost of renovation, maintenance, utilities, insurance, and operation. We anticipate recovering a portion of those expenses through shared revenue associated with classes and activities held in the space, but that is not the primary reason we are pursuing the project.

We see the investment differently.

We believe that when the community around a local business becomes stronger, more connected, and more vibrant, the businesses within that community ultimately become stronger as well. There does not have to be an immediate transaction attached to every investment for it to have value. Sometimes the best thing a business can do for its own long-term future is invest in the place it calls home.

That is what we hope this space can become.

We have also tried to structure the proposed use responsibly around the realities of the property. Sand Cat Coffee experiences its greatest customer and parking demand during the morning hours, generally between approximately 8:00 AM and noon. Most classes, workshops, meetings, and community activities contemplated for the new space would occur during afternoon and evening hours, allowing the existing parking supply to serve different needs at different times rather than creating two competing peak periods.

We recognize that opening and operating a community-oriented space carries responsibilities as well as opportunities. We intend to manage scheduling, activities, occupancy, parking, and the relationship between the community space and the coffee shop thoughtfully. Our goal is not to create an event venue or dramatically intensify the use of the property. It is to create a modest, flexible room where useful things can happen.

If the requested community/instruction use cannot be approved, we will still renovate the adjoining space and incorporate it into the existing Sand Cat Coffee operation for retail, storage, and administrative/office purposes. However, we sincerely hope the City will allow us the opportunity to pursue the community-focused use described in the accompanying proposal.

Tybee Island has given us the opportunity to build a business here. We are grateful for that opportunity, and we want our investment in this island to extend beyond the walls of our coffee shop.

We believe businesses should be participants in the communities they serve. Our hope is that, years from now, we can look back on this space not simply as additional square footage we leased, but as a small investment that helped people teach something, learn something, build something, gather together, and strengthen relationships on the island.

We appreciate the City's consideration of our request and the opportunity to continue investing in Tybee Island. We look forward to many years of serving this community and growing alongside it.

Respectfully,

James Simpson
Sand Cat Coffee
602 1st Street
Tybee Island, Georgia

File Attachments for Item:

9. Appeal of the Issuance of a Pool Permit for 605B 6th Street

City of Tybee Island

Memorandum

To: City of Tybee Island City Council and Bret Bell, City Manager
CC: Bubba Hughes, City Attorney, and Tracy O'Connell, City Attorney
From: Patricia Sinel, Community Development Director
Date: November 12, 2026
Re: Appeal of the Issuance of a Pool Permit for 605B 6th Street

---

Title
Appeal of the issuance of pool permit to install a fiberglass pool at the 605B 6th Street residence and for a revocation of said permit.

Action
The applicant is requesting a revocation of the pool permit.

Background

1. On March 19, 2026, the project engineer, Jay Maupin, PE, for the pool at 605B 6th Street submitted the preliminary civil plans for review via email to city staff.
2. On March 20, 2026, city staff asked the project engineer to add in Tybee's 25' marsh buffer via email.
3. On March 26, city staff asked for the date of the Department of Natural Resources (DNR) Coastal Marshland Protection Act (CMPA) line to be shown on the plans.
4. On March 30, 2026, the project engineer added the date of the CMPA line and shifted the pool out of the 25' marsh buffer.
5. On March 31, 2026, the city's consulting drainage engineer, Downer Davis, PE, provided comments on existing onsite conditions and the use of the fence at 605B for both routing sheet flow and containing sediment.
6. On April 1, 2026, city staff sent Mr. Davis's comments to the project engineer.
7. On April 14, 2026, the city's consulting drainage engineer, Downer Davis, PE, submitted his concurrence to city staff. He confirmed that the latest civil plans submitted by the project engineer, including drainage, erosion, and sediment control, meet the City of Tybee Island stormwater management and erosion and sediment control requirements.
8. On April 29, 2026, the property owner at 605B 6th Street, Gil Navon, and their pool contractor, Architectural Pools, submitted the pool permit application, dated April 27, 2026. The submittal included a dig plan, equipment specifications, and a pool site plan.
9. On May 14, 2026, city staff approved the pool permit submittal for 605B 6th Street, but the permit was not issued.
10. On July 30, 2026, city staff notified the pool contractor and project engineer that the pool cannot be located within 5' of the marsh buffer.

11. On August 10, 2026, the project engineer submitted modified plans reflecting the 5' pool setback from the buffer.
12. On August 10, 2026, city staff informed the project engineer that a signed/sealed letter from a professional engineer is required if the pool is less than 5' feet from the structure's foundation and the depth exceeds the depth/distance ratio.
13. On September 11, 2026, the project engineer provides updated plans showing additional silt fencing, paver replacement clarification, and a signed/sealed letter stating the pool will not impact the structure's foundation.
14. On September 14, 2026, city staff asked Mr. Davis to review the revised plans.
15. On September 15, 2026, Mr. Davis informed staff that his original concurrence remains in effect.
16. On September 22, 2026, city staff approved and issued the pool permit for 605B 6th Street.
17. On October 15, 2026, city staff notified the project engineer that the CMPA delineation was not cleanly depicted on the November 2025 survey and was not appropriately carried over to the bulkhead. The project engineer submitted revised plans with the corrected CMPA line, 25' buffer and 5' pool setback. City staff reached out to Mr. Davis with the revised plans to determine if additional engineering review was required.
18. On October 20, 2026, city staff suspended the pool permit due to the appeal request.
19. On October 21, 2026, after reviewing the engineering plans in person, Mr. Davis informed staff his original concurrence stands.
20. On October 21, 2026, Deb Barreiro of DNR confirmed the location of the CMPA line by verification letter sent to city staff and persons associated with 605B 6th Street.

Analysis

1. Swimming Pool Requirements. Land Development Code (LDC) Section 3-190 establishes local requirements for swimming pools and associated equipment.
2. Location. The permitted pool is outside Tybee Island's 25-foot coastal marsh buffer. The November 2025 survey and associated drainage and erosion-control plans did not clearly depict the full CMPA delineation. Work to date appears to be in or landward of the 5-foot pool setback from the buffer.
3. Work in setbacks and buffers. Temporary construction work is allowed in setbacks. For projects outside the coastal marshland buffer, Sec. 3.090.1(E)(1)(b) allows the Community Development Director, acting as Zoning Administrator, to administratively permit certain temporary construction encroachments of up to ten feet into the buffer.
4. Existing structure. Available city records indicate the residence at 605B 6th Street complied with the IRC and city requirements in effect when constructed.
5. Existing pavers. Approved 2006 permits and drainage plans, along with aerial imagery, indicate the pavers at 605B 6th Street predate the 2014 adoption of Section 3-090.1 governing buffers and setbacks. Downer Davis, PE, the city's reviewing drainage authority in 2006 and current consulting drainage engineer, concurred with the 2006 plans.
6. Building Codes. This permit is subject to the 2024 ISPSC, IRC Appendix G, IBC Section 3109, and 2023 NEC, including applicable Georgia amendments, as adopted by the Georgia Department of Community Affairs and the City of Tybee Island.
7. Type of Pool. The application identifies a fiberglass Opal model manufactured by Barrier Reef Pools in South Carolina. Its design and manufacture are proprietary.
8. Prescriptive Codes. Engineered drawings are not required when the design and construction meet all applicable prescriptive code requirements.

9. Model Codes. The International Code Council (ICC) develops model codes, including the ISPSC, IRC, and IBC.
10. Product Evaluation. An ICC Evaluation Service Report (ICC-ESR) documents product compliance with applicable codes without requiring detailed proprietary plans for each application.
11. Barrier Reef Pools' ICC-ESR covers its pools, including the Opal model, for compliance with the 2024 ISPSC, IBC, and IRC.
12. Anchorage. Installation and maintenance must follow the manufacturer's instructions and applicable site and flood-hazard requirements. Keeping the pool filled and installing the required concrete collar (bond beam) help anchor the shell against buoyancy and soil movement.
13. Electrical. Electrical work, including equipotential bonding, must comply with the NEC. The pool contractor uses a Georgia-licensed, non-restricted electrician, with at least one installation inspection. Not all pools require electrical drawings.
14. Plumbing. Non-residential pools, including multi-family pools, require a licensed plumber because they connect to city water and sewer. Closed-system residential pools are separate from city systems and the residence; their plumbing typically may be completed by the pool contractor without a licensed plumber.
15. Stormwater Management. Pool projects and construction projects beyond minor household uses require drainage plans showing no increased runoff or diversion onto adjacent property. A professional engineer prepared this plan, and Downer Davis, a Georgia-licensed professional engineer and NPDES Level 2 certified reviewer, concurred with the final plans and subsequent placement changes. The approved plan directs sheet flow toward the marsh without increasing runoff onto the Roberts' property and requires pavers to be replaced to divert water away from that property.
16. Signatures. The approval stamp serves multiple review functions; I sign in the applicable zoning, floodplain, community development, or building-official capacity. I request the city engineer's (Pete Gulbronson, PE) signature for infrastructure connections, non-residential projects, matters needing his attention, or when Mr. Davis is unavailable. The absence of that signature does not mean engineering review was omitted; Mr. Davis's concurrence documents the review.
17. Erosion and Sediment Control. Approved measures require double-row silt fencing beside the marsh and other sensitive areas, and single-row fencing along upland areas, neighboring properties at risk of sediment migration, and potential entry points to city storm drains.
18. Environmental Regulations and Pool Discharge. Although the LDC does not specifically address pool emptying, discharges remain subject to state environmental, city stormwater, sewer, and MS4 requirements, including applicable de-chlorination, water-quality, and discharge-location conditions.
19. The pool application has been revised to state: "Discharges of chlorinated or otherwise chemically treated pool, hot tub, or spa waters directly to the ground, to the sanitary sewer, to the storm sewer system, and to local streams, marshes, and waterways are not authorized and are subject to enforcement by the appropriate authority."
20. Pool Permits and STRs. From 2022 through August 2026, city staff issued 73 pool permits; 36 were for parcels with an active STR certificate, including 22 in the R-1, R-1-B, and R-2 districts.

21. Accepting the argument that a pool expands an STR's non-conformity, this argument would prohibit current and future STRs in the R-1, R-1-B, and R-2 districts from constructing or install swimming pools.
22. Under the LDC, an "addition" is a walled and roofed expansion of an existing building connected by a common load-bearing wall other than a firewall. A walled and roofed expansion connected by a firewall, or separated by independent perimeter load-bearing walls, constitutes new construction rather than an addition. The proposed pool is not a walled and roofed expansion of the residence and therefore does not constitute an "addition" under this definition.
23. The revised engineering plans dated October 15, 2026, correctly depict the CMPA line (confirmed by DNR on October 21, 2026), the 25-foot coastal marsh buffer, and the required 5-foot pool setbacks. Those plans show the proposed pool outside the buffer and required setback areas.
24. Based on my review of the application and the most recent submittals, I conclude that the submittals, as revised, meet the City's technical requirements.

Alternatives

1. Approve. If the Council approves the appeal, the pool permit will be revoked.
2. Deny. If the Council denies the appeal, the pool permit can continue after remaining discrepancies, if any, are addressed to the satisfaction of city staff.

Recommendation

Staff recommends denying the appeal as well as denying the permit revocation.

October 14, 2026

To: Mayor Brian West and Tybee City Council

RE: **Urgent appeal for Council's denial (or revocation) of pool construction permit issued for 605B Sixth Street**

From: David A. Roberts, 603 Sixth Street by email and personal delivery to City Hall.

On October 6, Bret Bell emailed to say that (despite my objections) the City has decided to issue a permit to construct a swimming pool next door. That property (whose owner resides in South Florida) has been used exclusively as an STR since at least December of 2022. The pool will, of course, provide an additional structure to be used by STR guests.

On that same day, I submitted an open records request to the City. By statute, I was entitled to see the documents on October 12, or learn when I would. On the twelfth, however, the City said I may not receive them until October 16—**or (as it turns out) 25 days <u>after</u> the City approved the final permit plans on September 21st and two days <u>after</u> paving work and pool excavation began today on-site** (*without the requisite silt fencing and other precautions required of other contractors, without foundation survey stakes or markings evident (though Ms. Sinel has recently assured Council that foundation surveys will always be required), and without survey and DNR demarcation of the marsh edge.* All of this is important because, as the plan photo below seems to indicate, the pool appears to be intrude on what should be Tybee's setback and perhaps the coastal marsh buffer, itself.

Tybee's City Council is the proper body to hear this appeal. Under Georgia law, if a municipality has *not* established a separate board of zoning appeals, City Council is the proper (and only) body before which an aggrieved party may exhaust his or her administrative remedies for error by the City's chief administrative official before going to Superior Court (which I hope will be unnecessary). Importantly, any permit issued in contravention of the law is invalid from the beginning. And my wife, Jan, and I have standing to bring this to you because she and I are being directly harmed by the City's tolerance of absent construction protection features and by construction of additional impervious surfaces (the pool) with none of the requisite stormwater drainage provisions.

Council should overturn staff's decision and rescind the permit because:

A. The pool applied-for expands and increases the property's nonconforming use as a short term rental—and that directly violates the plain terms of LDC §§ 3-020(A) and (C), which, as shown below, is impermissible as a matter of law; *and*

B. Work has begun with utter disregard for the City's regulations on stormwater management and silt fencing—and without (among other things) proper protection from stormwater runoff and of chemical pollutants from the pool into the marsh and onto our property; addition of impervious surfaces and materials without corresponding drainage design or calculation; no pool or pool anchorage engineering

calculations; absent or deficient professional engineer evaluation; staff's authorization of new construction work within the coast marsh buffer without a variance; etc. This has already taken place.

Either of these problems are sufficient alone to deny, rescind, and revoke the permit at-issue. Together, they require its rescission and revocation. For that reason, I am providing more detail below on these two points:

A. **The pool applied for extends and increases the property's nonconforming use in violation of LDC §§ 3-020(A) and (C).**

In zoning district R-2, STR's are nonconforming uses. *See* Ord. 2024-§ 1 and LDC § 3-020(A). As the trial court in the recent lawsuit won by the City (SPCV23-00041) recognized, on Tybee, "STR's do not meet the definition of 'residential property' [… as they are] akin to hotels and motels …[.]" *See* Order at 6; and Table Response #8 below. 605B is a commercially used structure, as it is rented through Airbnb for profit. *See Black's Law Dictionary*, 6th. ed. Therefore, LDC § 3-020(C), prohibits expansion of that nonconforming use:

> "A nonconforming commercially used structure in a residential zone may **not** be extended or expanded physically and the nonconforming use may **not** be expanded or increased. No variance may be granted to the terms of this subsection." *See* LDC § 3-020(C) (emphasis added)

The City can't avoid this by wishfully labeling the expanded nonconforming use as just a mere "accessory." *See* resp. to Mr. Bell's Comment #5. And even if the pool were simply labeled as an accessory, it is accessory that expands and increases the commercial use of a property in zone R-2 in violation of the Code. Yet, as you see above, under LDC § 3-020(C), even City Council is forbidden to expand or increase a nonconforming uses in the R-2 zoning district. Staff certainly has no power to do what Council, itself, is prohibited from doing.

B. **Even if LDC § 3-020(C) were to be ignored (which it can't be), the permit application and drawings are saturated with so many other problems, it should have been rejected by staff out-of-hand—and the construction should now cease, with the site restored**.

- According to the City-approved drawings in the permit box, the coastal marsh buffer appears to have been drawn as a 25' radius <u>from one corner only</u>, rather than 25' along and parallel to the marsh retaining wall. If a marsh runs east-west along the entire length of a property (as seen by the property's railroad tie retaining wall), the 25' marsh buffer must run parallel to that east-west edge. It cannot be confined to a 25' radium from just the east end of that marsh retaining wall. [*Council will remember a recent Alley 3 matter, where the retaining wall was treated as a <u>continuous</u> determinant of the depth the coastal marsh buffer*.] So, it appears that staff has unlawfully approved construction of a pool that is located within Tybee's 5' setback and likely within the coastal marsh buffer—all without a variance.



Permit plans showing marsh buffer as radius from a corner

- Work began TODAY with no survey stakes evident—and no silt fencing installed on the edge of the pool's site along our property OR along the marsh as shown in the permit drawings;
- The permit plans lack of specific drainage elevations and other provisions in the plans detailing actual stormwater runoff, and in particular they show impervious pool material at least 8" in elevation above where the runoff will drain onto our property;
- Earlier City open records documents show a deficient or nonexistent analysis by the City's consulting engineer—seen here (p.12 of the 7/27 ORA docs) with his remarkable and shocking "compromised" conclusion (as seen the following 3/31/2026 email), echoed on 4/1/2026 by Ms. Sinel, when she too dismisses this drainage onto our property as "just a property rights issue"). By that, I suppose that she means that Jan and I must simply be "good sports" and continue to allow drainage of stormwater to be dumped on our property from this additional nonconforming use, flooding it, killing our plants, etc.

> Patricia,
>
> I offer the following comments:
>
> - It appears the project was, and will continue to route some small amount of stormwater runoff to the east and west sides. On the east side,it appears to use the neighbor's fence, which the survey shows to encroach on this lot, to route the sheet flow. On the west side, I'm not sure of the property rights of the wall between these two duplex lots. Bottom line, is I don't see a drainage problem; just a property rights issue.
> - Of the 3 basic E&S design requirements, I see only the double row of sediment barrier adcross the rear/south. Common sense allows the existing walls/fences to contain the sediment. Again, that could be a property rights issue. I'd like a note advising that all disturbed areas not to be covered with brick pavers will be stabilized, otherwise. Also, I could not find the sweeping note, we allow rather than a Co-Construction Exit. Please advise if I overlooked it.
>
> Other than the sweeping note, I totally understand if Tybee sets my other comments aside. While they are valid, It's unlikely the project as designed will negatively affect the neighbors.

- The permit drawings fail to include pool engineering and structural drawings or calculations (including anchorage on a site with a routinely high water table); *and*
- They lack detail showing means of avoiding discharge of pool chemicals unto neighboring properties or into the Horsepen Creek tidal marsh as is required by federal and state environmental laws; etc.

All of this makes clear that the *only* interests NOT taken into account by staff were those of me and my wife—and, of course, the people of Tybee Island who (perhaps naively) expect that the island's ordinance and environmental protections will be adhered to by City staff.

For all these reasons, as the Roberts's attorney representative, I ask City Council to immediately correct this wrongful and unjust conduct by staff by denying, rescinding, and revoking the intended permit—and seeing that another is not granted in its place.

Cordially,

ROBERTS CONSTRUCTION LAW, LLC



David A. Roberts, Member

Roberts Construction Law, LLC
PO Box 2921
Tybee Island, Georgia 31328
ec: Bret Bell, City Manager

Patricia Sinel
Edward Hughes, Esq.
City Clerk

November 5, 2026

Hon. Brian West, Mayor
and Members of City Council
City of Tybee Island, Georgia
Post Office Box 2749
403 Butler Avenue
Tybee Island, Georgia 31328

Re: neighbors' petition to revoke
Pool Construction Permit issued to
605B Sixth Street
Tybee Island, GA 31328
PIN 4-0015-01-032

Dear Mr. Mayor & Council:

Our firm represents Gil Navon, the owner the above-referenced home, concerning his neighbors' petition asking the City of Tybee to revoke the pool construction permit issued on October 7, 2026. We have received no notice that Tybee is considering revocation of this permit other than the neighbors' petition. Thank you for considering this letter in response to the neighbors' petition.

Mr. Navon's Property Rights

Mr. Navon is the holder of a properly issued permit to construct a pool at 605B Sixth Street on Tybee Island. That permit is a Constitutional property right under Georgia law. Once a building permit is validly issued, a landowner has the right to develop the property according to that permit, unless that permit is illegal or void.

The Supreme Court of Georgia, in Brown v. Carson, 313 Ga. 621 (2022) held that a landowner acquires a vested right to initiate a specific use of a property, including issued building and other permits. The Supreme Court also held, in WMM Properties, Inc. v. Cobb County, 255 Ga. 436 (1986) that the issuance of a permit plus expenditures in reliance thereon creates a vested right to use the property as approved in the permit. And, Clark v. Intl. Horizons, Inc., 243 Ga. 63 (1979). Once a building permit is issued, the holder has a protected right to proceed under that permit.

337 COMMERCIAL DRIVE | SUITE 500 | SAVANNAH, GEORGIA 31406 | 912-233-7272

Mr. Navon has expended thousands of dollars and continues to incur significant additional expenses in reliance upon the permit issued by the City of Tybee. Mr. Navon voluntarily stopped work when this appeal was filed. He did not do so as a concession that the permit is impermissible. Rather, this temporary cessation of construction was a courtesy to allow the City to address Mr. and Mrs. Roberts' concerns.

Jurisdiction and Standing

Roberts' Standing to "Appeal" a validly issued permit. Mr. Navon does not concede that Mr. and Mrs. Roberts have standing to bring this appeal. The Tybee Council must make a factual finding as to whether Mr. and Mrs. Roberts have standing to appeal the issuance of the permit here.

An adjacent landowner does not automatically have standing solely because of their physical proximity. To appeal a permit issued to a neighbor in Georgia, an adjacent landowner must satisfy the "substantial interest-aggrieved citizen" test. To meet this legal standard, the neighboring landowner must prove two distinct elements: (A) The landowner must have a *significant legally protected interest* in the local government's decision; and (B) The landowner must demonstrate that they will suffer a *specific, measurable financial or physical injury* that is different in kind from the harm suffered by the general public. Merely disagreeing with the permit or experiencing generalized neighborhood changes is legally insufficient. Brock v. Hall County, 239 Ga. 160 (1977).

Mr. and Mrs. Roberts' Allegations

If City Council finds that Mr. and Mrs. Roberts have standing to bring this appeal, Mr. Roberts urges Council to revoke the permit for several reasons:

1. That the property has been used exclusively as an STR since at least December of 2022. **Mr. Navon denies this allegation.**

2. There is no silt fencing, foundation survey stakes or markings. **Mr. Navon denies this allegation.**

3. There is no survey and DNR demarcation of the marsh edge. **Mr. Navon denies this allegation. DNR has delineated marsh edges.**

4. The pool appears to be intrude on what should be Tybee's setback and perhaps the coastal marsh buffer. **Mr. Navon denies this allegation.**

5. The pool expands and increases the property's nonconforming use as a short term rental. **Mr. Navon denies this allegation.**

6. City regulations were violated on stormwater management and of chemical pollutants from the pool into the marsh and onto Roberts' property. **Mr. Navon denies these allegations.**

7. No drainage design or calculations, no pool anchorage engineering calculations, absent or deficient professional engineer evaluation. **Mr. Navon denies all of these allegations.**

8. City's authorization of new construction work within the coast marsh buffer was improper. **Mr. Navon denies these allegations.**

Mr. Mayor and Council, we respectfully request you to deny Mr. and Mrs. Roberts' petition without further delay and expense to our client. Thank you for your consideration.

Respectfully,

THOMAS J. MAHONEY III
FOR THE FIRM

cc: Mr. Edward M. Hughes, City Attorney
Mr. Bret Bell, City Manager
Mr. Fabian Mann, City Clerk
Ms. Patricia Sinel, Community Development Director
Mr. Gil Navon

337 COMMERCIAL DRIVE | SUITE 500 | SAVANNAH, GEORGIA 31406 | 912-233-7272

File Attachments for Item:

10. Expedient Cloud and Managed Technology Services Agreement

City of Tybee Island

Memorandum

To: City of Tybee Island City Council
From: Bret Bell, City Manager
Date: November 12, 2026
Re: Expedient Cloud and Managed Technology Services Agreement

---

Title
Expedient Cloud and Managed Technology Services Agreement

Action
Renewal of cloud hosting, security, licensing, data protection, and managed technology services agreement with Continental Broadband, LLC, doing business as Expedient, in the amount of $78,012 annually, and authorization for the Mayor to sign all necessary documents.

Background
The City currently uses Expedient to provide cloud infrastructure and related managed services supporting the City's information technology environment. The current agreement is scheduled to expire May 1, 2027. Expedient contacted the City in advance of the expiration date to review the existing service configuration, resource use, pricing, contract terms, and anticipated technology needs.

The review identified that the City is using more Microsoft Windows Server licenses than are included in the current subscription, resulting in recurring licensing overage charges of $99 per month. The renewal terms increase the Windows Server licensing to the correct amount needed, and eliminates overage charges.

Expedient provided two related project change requests that must be executed together. PCR 243379 removes the existing service and pricing configuration, and PCR 243381 establishes the updated configuration and a new 24-month renewal term. The new pricing begins on the first available monthly billing date after the documents are signed, returned, and processed.

Facts and Findings

- Early renewal of the Expedient contract is needed to address server license deficiencies and overage charges.
- The early renewal does not create a duplicate service arrangement. One Project Change Request cancels the current agreement, and the other Project Change Request replaces it with the updated agreement.
- The City is planning a transition toward a serverless environment within a 2-3 year timeframe and has thereby reduced the standard 3-year contract term to a 2-year term for flexibility during the transition.

Funding
The current service configuration has a monthly recurring cost of $6,000.32. The updated configuration has an initial monthly recurring cost of $6,501.52, an increase of $501.20 per month. The cost increase reflects a reduction to a two-year contract and the cost for increased licensing capacity. The price increase will have minimal impact on the IT operating budget and will not require a budget amendment.

Alternatives
1. Recommended Action: Approve the 24-month renewal now, secure the current quoted pricing, correct the licensing overage, and maintain continuity of the City's hosted technology services.
2. Alternative Action: Delay approval until closer to the May 1, 2027 expiration date. This would require updated pricing and would leave the city subject to continued licensing overage charges and the possibility of higher renewal pricing.

Recommendation
Staff recommend approval of the 24-month renewal. Acting now addresses the existing licensing overage, replaces the current configuration without duplicating services, secures the quoted pricing while it remains valid, and provides operational continuity during the City's broader technology modernization effort.

Recommended action:
Approve the 24-month renewal of cloud hosting and related managed technology services with Continental Broadband, LLC, doing business as Expedient, as exhibited in Project Change Requests 243379 and 243381; and authorize the City Manager to execute all necessary agreements and related documents, subject to review by the City Attorney.

File Attachments for Item:

11. Georgia Power Easement Agreement

City of Tybee Island

Memorandum

To: City of Tybee Island City Council
From: Bret Bell, City Manager
CC: Patricia Sinel, Community Development Director
Date: November 12, 2026
Re: Easement Agreement with Georgia Power

Title
Power pole easement with Georgia Power for the replacement power pole in Memorial Park.

Action
Approve an easement for the replacement of the power pole currently located south of the Gym at Memorial Park.

Background
Georgia Power Company has requested a permanent easement on the City's property located at 204 5th Street to service the energy needs of the city structures on the south side of Memorial Park. The current pole is a 20-foot-tall wooden pole and the replacement will be a 55-foot-tall ductile iron pole as part of the Georgia Power Storm Hardening Project on Tybee Island.

A power pole easement is a legal agreement that grants Georgia Power the non-expiring right to enter the property to install, operate, inspect, maintain, repair, and replace power poles, transformers, and attached electrical or communication lines.

A guying easement (also called a guy wire or guy anchor easement) is utility easement that grants Georgia Power the legal right to place, maintain, and access support cables (guy wires) and anchor on the property.

The replacement pole will be located 20 feet to the southeast of the current pole. The total easement will consist of a 10-by-10-foot power pole easement around the replacement pole and a 6-by-17-foot guying easement. A map is included.

Facts and Findings
1. Georgia Power requires this easement to provide power to Memorial Park structures.
2. This agreement has undergone review from the City's legal team.

Funding
No funding is needed or proposed.

Alternatives
1. Approval of the underground easement
2. Renegotiation of the easement

Recommendation

Staff recommends Council adopts Alternative 1.

Georgia Power

September 15, 2026

RE: Offer for Georgia Power Company

Georgia Power Project Name LIMS ID-Parcel: 2026080542-001A
Tax ID: 40004 21001A

Parcel Address: 204 5TH St., Tybee Island, GA 31328

Dear : The City Of Tybee Island, Georgia

Thank you for taking time to discuss the Georgia Power Company (GPC) Grid Investment Program. GPC is upgrading electric distribution facilities to improve service reliability to you and your neighbors and has tentatively identified your property for equipment placement. As a result, GPC is seeking to acquire an easement from you and, in return, is offering $1600.00 in compensation.

To accept GPC's offer and execute the easement, please ...

- sign the approval block(s) at the bottom of this letter,
- sign the easement document exactly as your deed is titled, with witness and public notary, *and*
- complete the W-9 form.

Completion of these documents will initiate the issuance of a check.

Also, please confirm the following items have been discussed with you by initialing below ...

_____ Quantity & Type(s) of Equipment and Installations, including linear ft of conductor
(initials) (1 Pole and 2DGs)

_____ Location & placement of equipment
(initials)

_____ Tree Removal and/or Trimming (if any)
(initials)

_____ Pole Removal (if any)
(initials)

GPC greatly appreciates your cooperation in enhancing electric service reliability in your neighborhood.

Sincerely,

Kristi Morgan

Contract Land Staff

Approved by:

_____, Grantor

_____, Date

_____, Grantor

_____, Date

The funds shall be distributed as follows:

Grantor: _____: ___%

Grantor: _____: ___ %

FedEx to: _____

_____

Phone#: _____

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

TAX ID: 40004 21001A

PROJECT **2026080542** LETTER FILE DEED FILE MAP FILE

ACCOUNT NUMBER **11125705-GPC9596-0-0**

NAME OF LINE/PROJECT: **GPC SPP TYBEE ISLAND T8322-9429 CWP 2 (CHATHAM COUNTY) DISTRIBUTION**

SPP TYBEE ISLAND T8322-9429

PARCEL NUMBER **001A**

STATE OF GEORGIA
CHATHAM COUNTY

EASEMENT

For and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, **THE CITY OF TYBEE ISLAND, GEORGIA** (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is **PO Box 2749, Tybee Island, GA 31328-2749**, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 204 5TH ST, TYBEE ISLAND, GA 31328 (Tax Parcel ID No. 40004 21001A) in the 5 GMD (Georgia Militia District) of **Chatham** County, Georgia.

The "Easement Area" is defined as any portion of the Property located (a) within fifteen (15) feet of the centerline of the overhead distribution line(s) as installed in the approximate location(s) shown on "Exhibit A" attached hereto and made a part hereof, (b) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on "Exhibit A," and (c) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitation cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in "Exhibit A."

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with poles, wires, transformers, service pedestals, anchors, guy wires and other necessary apparatus, fixtures, and appliances; the right to attach communication

facilities and related apparatus, fixtures, and appliances to said poles; the right to stretch communication or other lines within the Easement Area; the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company or person to said poles for electrical, communication or other purposes; the right to assign this Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said overhead or underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

PARCEL **001A**	NAME OF LINE/PROJECT:	**GPC SPP TYBEE ISLAND T8322-9429 CWP 2 (CHATHAM COUNTY) DISTRIBUTION SPP TYBEE ISLAND T8322-9429**

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the presence of:

_____
Witness

_____
Notary Public

THE CITY OF TYBEE ISLAND, GEORGIA

By: _____ (SEAL)
Name:
Title:

Attest: _____ (SEAL)
Name:
Title:

[CORPORATE SEAL]

This document pertains to an easement for LIMS No._____, Parcel No._____

Acknowledgement for an Individual (s)

State of Georgia

County of _____

This easement was executed before me on _____
Date

By _____
Printed name of individual (s) signing document

Who is ____ personally known or ____ produced government-issued photo identification pursuant to O.C.G.A. Sec. 45-17-8(e)

Type of identification provided: _____ Location of signing: _____ Time: _____
_____

_____
Signature of the notary public
(affix seal w/commission expiration)

Witness Signature Certification

State of Georgia

County of _____

Signed and attested to in my presence on _____(Date)

Who is ____ personally known or ____ produced government-issued photo identification pursuant to O.C.G.A. Sec. 45-17-8(e)

Type of identification provided: _____

By _____
Printed name of present witness(es) signing document

_____
Signature of the notary public
(affix seal w/commission expiration)

NOTES

1. THE PURPOSE OF THIS EXHIBIT IS TO SHOW INFORMATION PERTAINING TO THE GEORGIA POWER EASEMENT AREA DEPICTED HEREON. OTHER FEATURES AND IMPROVEMENTS MAY EXIST WHICH ARE NOT SHOWN. THIS EXHIBIT IS NOT INTENDED TO BE A FULL AND COMPLETE SURVEY OF THE SUBJECT PROPERTY.
2. ALL EASEMENT LOCATIONS ARE SUBJECT TO FINAL SURVEY.
3. EXISTING AND PROPOSED EQUIPMENT LOCATIONS SHOWN ARE BASED ON INFORMATION PROVIDED BY GEORGIA POWER. FINAL PLACEMENT OF ALL EQUIPMENT IS SUBJECT TO CHANGE AND SHOULD BE VERIFIED PER FINAL CONSTRUCTION PLANS.

EXISTING FEATURES NOT FIELD LOCATED

EXISTING LEGEND

N/F = NOW OR FORMERLY
P/L = PROPERTY LINE
R/W = RIGHT-OF-WAY
OHW = OVERHEAD WIRE
POLE = ∅

PROPOSED LEGEND

● NEW POLE

⊥ DOWN GUY ANCHORS

CHATHAM COUNTY, GEORGIA
204 5TH ST, TYBEE ISLAND, GA

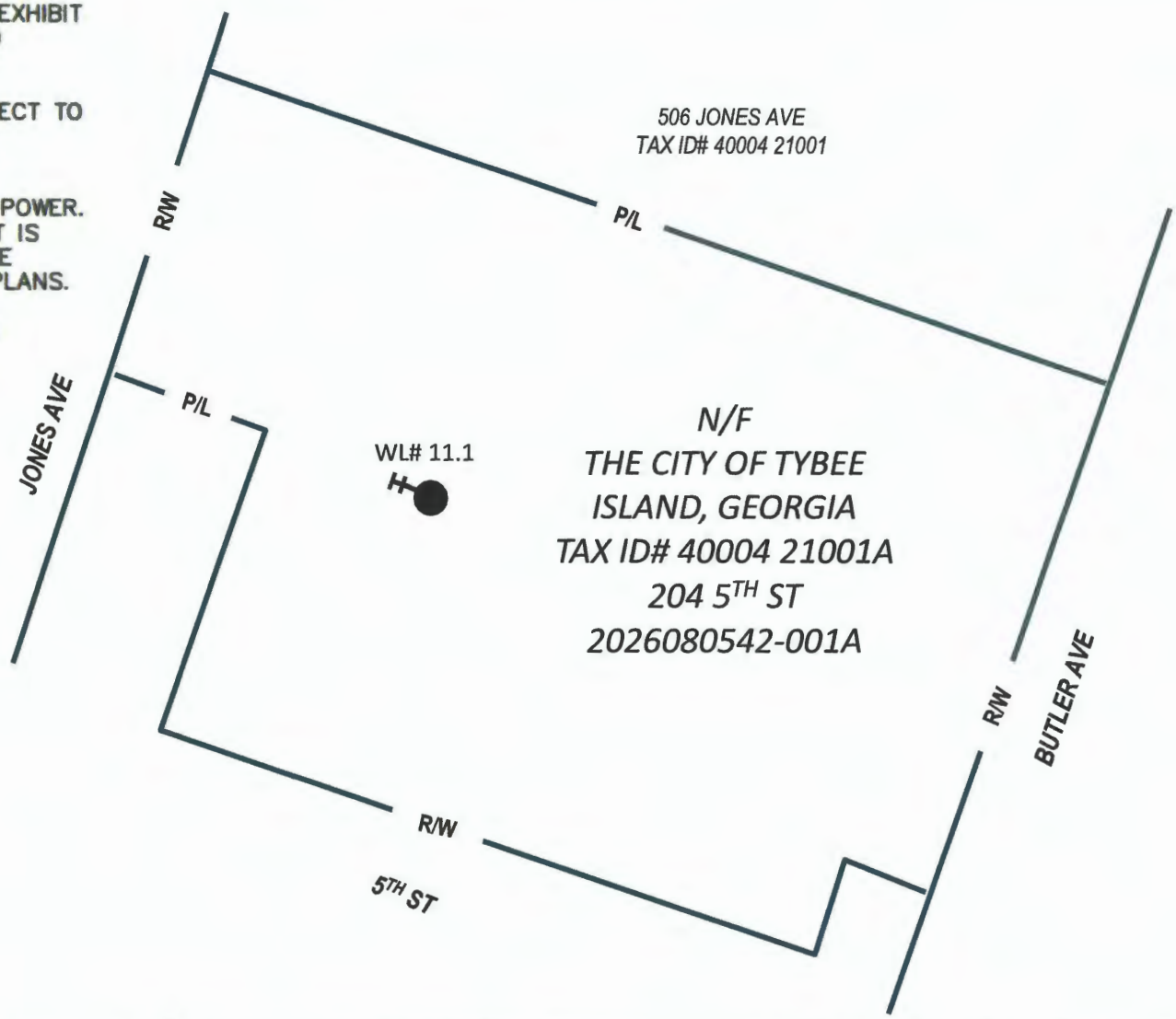


EXHIBIT "A"

GEORGIA POWER COMPANY PERMANENT EASEMENT EXHIBIT "A" ON THE PROPERTY OF *THE CITY OF TYBEE ISLAND, GEORGIA*	LIMS PROJECT 2026080542 LIMS PARCEL 001A DRAWING NOT TO SCALE	REVISIONS	DATE 09/23/2026
CHATHAM COUNTY GEORGIA		PROJECT: SPP TYBEE ISLAND T8322	

PAYMENT REQUEST FORM:

Georgia Power

Complete the form in its entirety for both check or Zelle payments.

Parcel Owner Name: THE CITY OF TYBEE ISLAND, GEORGIA

LIMS Project-Parcel: 2026080542 - 001A

Agent Name: Kristi M. Morgan

Payment Amount:$_____ W9 Obtained: [ ] Yes [ ] No

PAYMENT FOR: [ ] ROE [ ] LAYDOWN YARD LEASE [ ] EASEMENT

Payment Options: (Select One) [ ] CHECK or [ ] ZELLE

(FOR DEPOSIT ONLY) (ONE TIME ELECTRONIC PAYMENT BY PHONE OR EMAIL-CHECK BOX BELOW)

Payable to:_____

Street Address:_____

City, State, Zip:_____

[ ]Phone Number:_____

If receiving Zelle payment - please use U.S. mobile number associated with Zelle.

[ ] E-mail Address:_____

If receiving Zelle payment - please use email associated with Zelle.

By selecting one of the payment options, I hereby authorize payment by the chosen method.

- By selecting the CHECK option, I understand that a paper check will be delivered by Federal Express to the street address provided on this form. **I UNDERSTAND THE CHECK IS FOR DEPOSIT ONLY.**
- By selecting the ZELLE option, I understand that I will receive a notification via e-mail or text with instructions for completing the electronic payment from Bank of America. This should be accepted within 2-4 business days to avoid cancellation. I understand that I am responsible for associating the provided notification method with by bank account by following the instructions in the notification message and/or contacting my bank for assistance. ***ZELLE payments cannot exceed $20,000.00.**
- By selecting the ZELLE option, I understand that it is my responsibility to provide accurate information on this form for the Zelle payment. **Georgia Power Company is not responsible for reissuing funds that have been inaccurately delivered due to incorrect information provided on this form.**

Prior to issuing payments of $600 or more, I understand that I must complete a W-9 form as required by the IRS and I may be eligible to receive a 1099-S for tax filing. Please visit IRS.GOV for instructions on how to file.

All Parties required to sign the associated easement(s) must also sign below, with a non-electronic signature.

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Georgia Power **Taxpayer Identification Number Request** **Form W9**

Office Use Only:

Name of Line:	GPC SPP TYBEE ISLAND T8322-9429 CWP 2 (CHATHAM COUNTY) DISTRIBUTION		**Closing Agent:** Kristi M. Morgan	
Project Number:	2026080542	**Parcel Number:** 001A	**Gross Proceeds:**	
Owner Name:	THE CITY OF TYBEE ISLAND, GEORGIA	**District:**	**Legal Land Lot:**	**County:**

Instructions for U.S. Tax Persons: As a business, federal income tax law requires us to report certain payments we make to you if you are not exempted from this reporting responsibility. In order for us to properly meet the federal law requirements, we need certain information from you. Please complete the information requested below and return the form to the Georgia Power Land Acquisition Agent or to the address shown above. If you do not provide us with your correct taxpayer identification number, you may be subject to a $50 penalty imposed by the Internal Revenue Service. In addition, you may be subject to 28% backup withholding on reportable payments we make to you.

Part 1 Tax Status

Instructions: Check ONE box only and provide your complete name and Taxpayer Identification Number

U.S. Resident Individual:	Individual's Name	Individual's Social Security Number ___-__-____

A sole proprietorship may have a "doing business as" trade name, but the legal name is the name of the business owner.

Sole Proprietor:	Business Owner's Name	Owner's Social Security Number ___-__-____
	Business or Trade Name:	Or Employer's Identification Number __-_____

A partnership may have a "doing business as" trade name, but the legal name is the list of the names of the partners.

Partnership, Limited Liability Co. (LLC), Trust or Estate:	Name of Partnership/ LLC Trust/Estate (As shown on your tax forms)	Employer Identification Number __-_____
	Partnership's Legal Name (Name of first partner):	

A corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation.
If an LLC electing corporate status for U.S. tax purposes, please attach a copy of your tax election on IRS Form 8832, Entity Classification Election

U.S. Corporation, Tax Exempt Org, Federal, State or Local Gov't. Agency:	Name of Corporation or Entity:	Employer Identification Number __-_____

Part 2 Exemption-If exempt from 1099 reporting, circle your qualifying exemption reason below.

1. Corporation
1. Tax Exempt Charity under 501(a), or IRA
1. The United States or any of its agencies or instrumentalities
1. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
1. A foreign government or any of its political subdivisions

Under penalties of perjury, my signature certifies 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).
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.
3. I am a person (including a resident alien). The IRS defines a U.S. person as a) U.S. citizen, b) an entity (company, corporation, trust, partnership, estate, etc.) created or organized in, or under the laws of, the United States; a state; or the District of Columbia, or c) a U.S. resident (someone who has a "green card" or has passed the IRS "substantial-presence test." For an explanation of the substantial-presence test, please see IRS Pub. 515 or 519, available at www.irs.gov.)

If you are a foreign person, do not complete this Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Signature	*Name (Typed or Printed)*	*Title*
Date	*Home Phone Number*	*Cell/Work Phone Number*
Address	*City*	*State*

2025

Item #11.

TYBEE T8322-9429

Easement Request Doc

WL 11.1

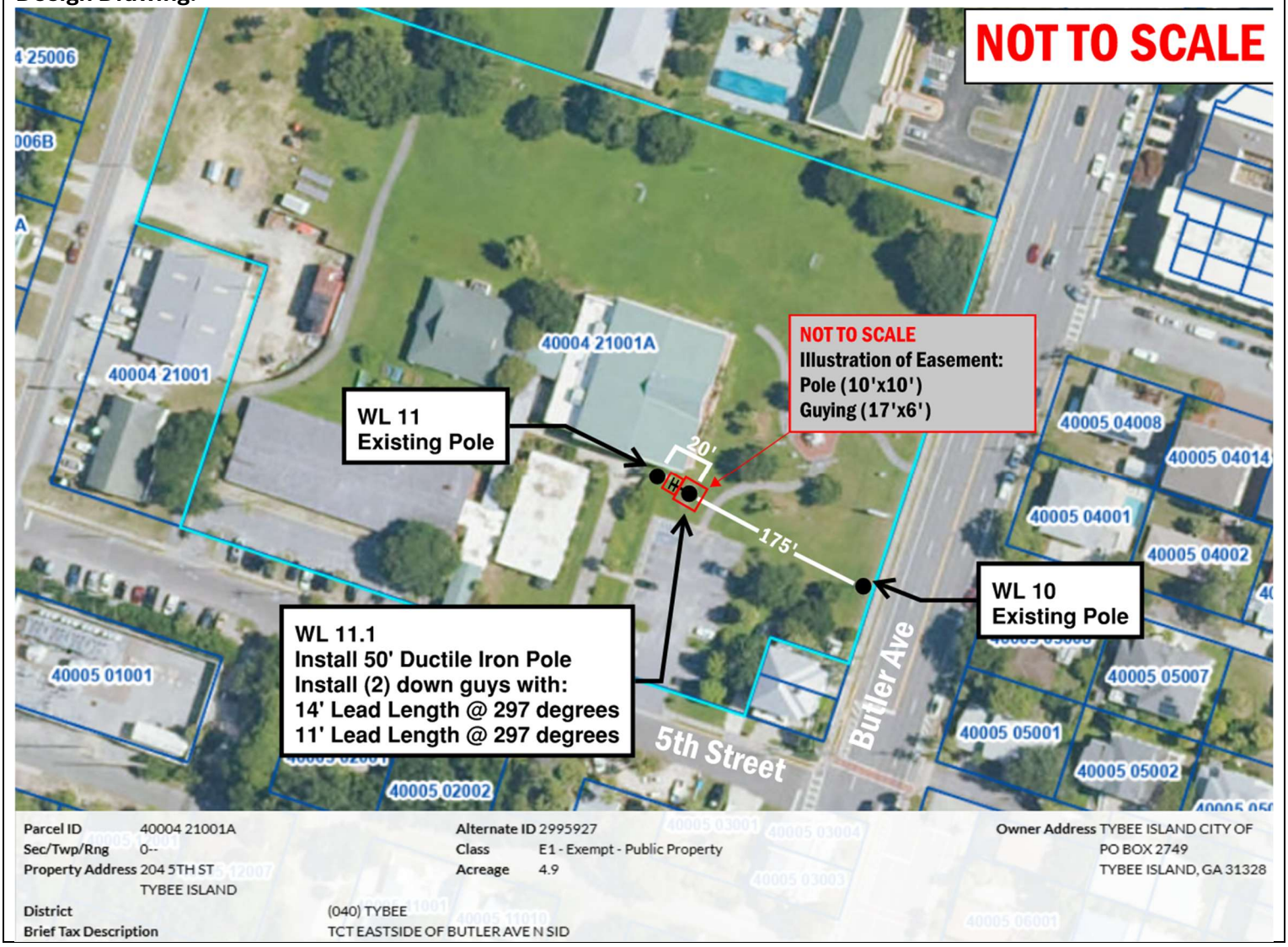
Parcel ID: 40004 21001A

Address: 204 5th Ave, Tybee Island, GA 31328

Notes: Installing 50/1 Ductile Iron Midspan Pole between WL 10 & 11 (32.0075670, -80.8437817). Installing 2 down guys at WL 11.1. (14' LL @ 297°) (11' LL @ 297°)

Easement Size: 10' X 10' (pole), 17' X 6' (down guys)

Design Drawing:



File Attachments for Item:

12. Consulting Services Agreement with Discover Black Savannah

City of Tybee Island

Memorandum

To: City of Tybee Island City Council
From: Bret Bell, City Manager
Date: November 5, 2026
Re: Consulting Services Agreement with Discover Black Savannah

---

Title

Consulting Services Agreement with Discover Black Savannah

Action

Approval of contract with Discover Black Savannah (DBS) to provide event planning and technical assistance services in an amount not to exceed $30,000, and authorization for the Mayor to execute the contract.

Background

For the past two years the City of Tybee Island has issued a special event permit to a promoter who has staged a large spring break event north of the Pier, branded as Orange Crush in 2025 and Crush Reloaded in 2026.

While the events have been more organized than previous years' spring break events, the City has been seeking out the services of an organization that can represent the interests of the City in engagement with the promoter to enhance event logistics, improve the City's readiness, and improve overall outcomes.

DBS is a nonprofit organization based in Savannah that runs a community network dedicated to showcasing the African-American heritage, culture and businesses in the Savannah area. The organization puts on events, such as the Soul and Flavor Weekend and various food truck festivals, and operates a digital business directory.

DBS will serve as an independent consultant providing strategic guidance and technical assistance to the City.

Facts and Findings

1. DBS will assist the City in addressing public safety and readiness; branding and community relations; and operations and logistics.

2. Key deliverables include an initial action plan and master planning calendar, organizer-readiness assessment, stakeholder and community-relations strategy, production and site-

operations checklists, vendor and staffing frameworks, transportation and safety-readiness reviews, and a final event-readiness memorandum.

3. DBS will provide monthly progress reports, an updated action-item tracker, risk and readiness assessments, identification of missed milestones, and recommended corrective actions.

4. The contract includes standard City protections addressing annual appropriation, Georgia law and venue, public records, use of the City name and logo, termination, work product, insurance, and the prohibition against City indemnification.

Funding

The agreement will be structured as a City-funded, not-to-exceed contract in the amount of $30,000. Funding is available in the FY27 Budget, Acct. #1320-52-2900, which is dedicated to City costs associated with the Spring Break event.

Recommendation

Approval of contract with Discover Black Savannah (DBS) to provide event planning and technical assistance services in an amount not to exceed $30,000, and authorization for the Mayor to execute the contract.

CITY OF TYBEE ISLAND, GEORGIA

TECHNICAL ASSISTANCE AGREEMENT

Discover Black Savannah |City of Tybee Island

This Event Planning Technical Assistance Agreement (the "Agreement") is entered into as of _____, by and between the **City of Tybee Island, Georgia**, a municipal corporation of the State of Georgia (the "City"), and **Discover Black Savannah, 501c3**("DBS" or the "Consultant"). The City and DBS may be referred to individually as a "Party" and collectively as the "Parties."

1. Purpose and Background

The City desires event planning and destination-marketing technical assistance for special events as identified by the City. DBS will provide strategic guidance, logistics expertise, stakeholder-engagement support, and event-readiness consulting to help the City and event organizers prepare for safer, better organized, and more positively perceived events.

This Agreement does not transfer ownership or operational control of said events to DBS or the City. Event organizers retain responsibility for implementation and event finances. The City retains all permitting, public safety, emergency-management, and regulatory authority.

2. Term

The term begins on the Effective Date and continues through April 30, 2027, unless earlier terminated under this Agreement. Any extension must be in a written amendment signed by both Parties. In all instances, O.C.G.A. Section 36-60-13 controls, and any City financial obligation ceases without condition in the absence of renewal at the end of the applicable fiscal or calendar year.

3. Objectives

Provide technical expertise on 1) public safety and readiness; 2) branding and community relations; 3) operations and logistics; 4) entertainment and venue selection; 5) financial sustainability and revenue development

4. Scope of Services and Deliverables

DBS will perform the following phased services and provide the listed deliverables. Deliverables and dates may be adjusted by mutual written agreement, provided that final-readiness work is completed before any event.

Timeframe	Required Deliverables
November 2026	Kickoff meeting, onboard project staff, review of prior event information; strengths, weaknesses, opportunities and risks assessment; initial action plan; event master-planning calendar; readiness assessment report.
December 2026-January 2027	Stakeholder-engagement strategy; community-relations plan; business-engagement framework; media and communications recommendations; reputation-improvement action plan; facilitation of up to two stakeholder sessions; summary memorandum of stakeholder concerns and recommended responses.
December 2026-February 2027	Sponsorship inventory worksheet; sponsorship-package template; VIP-experience recommendations; business-engagement and promotions strategy.
January-March 2027	Event-production checklist; entertainment and stage-production planning checklist; vendor-recruitment strategy; food-truck recruitment framework; vendor-pricing recommendations; site-

Timeframe	Required Deliverables
	operations planning template; event-staffing framework; load-in/load-out recommendations; event-readiness assessment.
March-April 2027	Transportation-planning review; security and safety readiness review; final event-readiness memorandum; final organizer technical-assistance meeting; attendance at key City coordination meetings; event-week consultation support.

5. Reporting and Coordination

DBS agrees to provide the following documents to the City:

- monthly written progress reports
- Updated action-item tracker identifying owner, due date, status, dependencies, and missed milestones.
- Risk and readiness assessments with recommended corrective actions.
- Reasonable attendance at coordination meetings requested by the City and timely notice of issues that could affect schedule, readiness, safety, or deliverable quality.

6. Responsibilities of the Parties

DBS responsibilities.

- Provide strategic event guidance and technical assistance in a professional and timely manner.
- Facilitate stakeholder engagement as described in the deliverables.
- Advise on sponsorship, VIP, vendor, entertainment, , communications, and logistics planning.
- Maintain records sufficient to document work performed and invoices submitted.
- Designate a primary project manager and promptly disclose any actual or potential conflict of interest.

City responsibilities.

- Administer the Agreement, review deliverables, and monitor progress.
- Provide reasonably available background materials and facilitate necessary introductions and coordination meetings necessary for DBS to complete its responsibilities.
- Exercise all permitting, regulatory, public-safety, and emergency-management authority.
- Designate a contract administrator authorized to provide routine direction within the approved scope and budget.

Event organizer responsibilities.

The Parties acknowledge that any event organizer, although not a party to this Agreement, remains responsible for event implementation, artist contracts, vendor agreements, sponsorship sales, ticketing, security contracts, insurance, permits assigned to the organizer, event staffing, and event finances. DBS shall not bind the organizer or the City to any contract or expense.

7. Compensation and Invoicing

The City will compensate DBS for the total amount of $30,000. DBS will invoice the city monthly based on documented work completed toward deliverables identified in Section 4, commencing with work completed following contract execution. Documentation shall include monthly progress reports, and/or invoices, receipts, or other proof of expenditures as requested by the city. The City will not pay for work outside the scope of this contract without prior written authorization.

8. Standard of Performance; Independent Contractor

DBS will perform the services with the degree of skill, care, and diligence ordinarily exercised by qualified event-planning and destination-marketing consultants providing similar services. DBS is an independent contractor

and is not an employee, agent, joint venturer, or partner of the City. DBS has no authority to obligate the City or represent that it may do so. DBS does not represent the City in any capacity.

9. Deliverable Review and Acceptance

The City may review each written deliverable and provide comments or request reasonable corrections necessary to conform the deliverable to this Agreement. DBS will address such comments within a mutually agreed period. City review does not shift responsibility for professional quality to the City and does not constitute approval of any public-safety, permitting, operational, or third-party plan.

10. Insurance and Compliance

Before beginning work, DBS will provide certificates evidencing insurance coverages and limits required by the City including but not limited to commercial general liability insurance. DBS will ensure that the City is named as additional insured on the insurance policies. DBS will comply with applicable federal, state, and local laws. Nothing in this Agreement assigns DBS responsibility for permits that are expressly the responsibility of the event organizer or another party.

11. Public Records and Confidentiality

Records created or received in connection with this Agreement may be subject to the Georgia Open Records Act. No confidentiality provision will prevent the City from making a disclosure required by law. DBS will promptly provide responsive project records requested by the City for lawful records administration.

12. City Name, Logo, and Public Statements

DBS may not use the City name, seal, logo, or other City marks in marketing or promotional materials without prior written approval. DBS must provide the proposed use to the City, and the City will have 10 days to approve or disapprove it. Failure to respond is deemed a rejection. DBS will coordinate public statements about its work under this Agreement with the City contract administrator, except where disclosure is required by law.

13. Indemnification; No City Indemnity

To the extent permitted by law, DBS will be responsible for claims, losses, liabilities, fines, penalties, and reasonable costs arising from DBS negligence, willful misconduct, breach of this Agreement, or failure to comply with permits applicable to DBS work. Nothing in this Agreement requires the City to indemnify DBS or any other party, and no City indemnification obligation is created.

14. Termination

The City may terminate this Agreement for convenience upon 15 days written notice. Either Party may terminate for material breach if the breaching Party fails to cure within 10 days after written notice, or within another cure period stated in the notice. Upon termination, DBS will stop work as directed, deliver completed and in-process work product, and submit a final invoice. The City will pay only for accepted services properly performed through the termination date, subject to the not-to-exceed amount.

15. Work Product

Upon payment, written deliverables created specifically for the City under this Agreement may be used, reproduced, and adapted by the City for governmental purposes. DBS retains ownership of its pre-existing tools, templates, know-how, and materials, but grants the City a perpetual, nonexclusive, royalty-free license to use any such material incorporated into a paid deliverable. DBS will identify pre-existing proprietary materials when submitted.

16. Governing Law; Venue; Jury Trial

This Agreement is governed by Georgia law and applicable federal law. Any dispute will be resolved in the state or federal courts located in Chatham County, Georgia, including the United States District Court for the Southern District of Georgia, Savannah Division. The City does not waive its right to trial by jury, sovereign immunity, or any other defense or protection available by law.

17. Notices

Formal notices must be in writing and delivered personally, by nationally recognized overnight carrier, or by certified mail, return receipt requested, to the addresses below. A Party may update its notice address by written notice.

CITY	**CONSULTANT**
City of Tybee Island Attention: Bret Bell, City Manager 403 Butler Avenue Tybee Island, Georgia 31328 Email: bret.bell@cityoftybee.gov	Discover Black Savannah Attention: Katina Wheeler 1305 Barnard Street, Suite 61 Savannah, Georgia 31401 Email: hello@blksav.com

18. Miscellaneous

This Agreement constitutes the entire agreement concerning the services and supersedes prior proposals or discussions on the same subject. If a conflict exists, the body of this Agreement controls deliverables. Amendments must be written and signed by authorized representatives of both Parties. DBS may not assign or subcontract material responsibilities without prior written City approval. If any provision is unenforceable, the remaining provisions remain effective. Waiver of one breach is not waiver of another. Electronic and counterpart signatures are valid.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

CITY OF TYBEE ISLAND, GEORGIA

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest: _____

Clerk: _____

DISCOVER BLACK SAVANNAH

By: _____

Printed Name: _____

Title: _____

Date: _____

File Attachments for Item:

13. Consulting Services Agreement with AWR Strategic Consulting

City of Tybee Island

Memorandum

To: City of Tybee Island City Council
From: Bret Bell, City Manager
Date: November 5, 2026
Re: Consulting Services Agreement with AWR Strategic Consulting

---

Title
Consulting Services Agreement with AWR Strategic Consulting

Action
Adoption of annual consulting services agreement with AWR Strategic Consulting LLC in an amount not to exceed $75,000 to provide consulting and coaching services to City staff in support of projects, grants and legislative matters, and authorization for the Mayor to sign agreement.

Background
The City first contracted with AWR in 2018 to provide professional services for Tybee related to beach nourishment and sand dune restoration. In 2020 City Council approved a new contract with AWR, which extended those services and allowed for work on additional projects by work order. City Council approved an addendum on June 22, 2023, that extended the contract with AWR and automatically renewed for an additional three, 12-month extensions. On February 26, 2026, City Council approved a new professional services agreement with AWR in an amount not to exceed $120,000.

Since Council adoption of the new agreement, the City and AWR have worked together on a strategy to transfer much of AWR's project management and grant administration responsibility and know-how to City staff. Both the City and AWR believe the timing is right to formally change the relationship away from project management and toward City consultant to advise and assist staff on various projects and grants, including beach and dune nourishment, and resiliency initiatives.

This service is particularly important with a federal nourishment project occurring this winter, and a dune restoration project to occur in April.

Facts and Findings

1. Since 2018, AWR has secured more than $15.6 million in grant funding, with another $10 million grant pending, for Tybee Island related to beach renourishment, dune restoration, and resiliency infrastructure.

2. These grant programs are very technical in nature and come with strict reporting requirements.

3. AWR has the skillset and relationships required to advise City staff on various shore protection projects, including beach and dune projects and resiliency initiatives.

4. The City's current agreement with AWR, adopted on February 26, 2026, specifies that AWR shall provide services that include:

- Grant writing and administration of grants
- Management of beach, marsh and dune nourishment and restoration projects
- Management of coastal resiliency projects
- Federal legislative coordination

5. Both the City and AWR desire that AWR's role shift from project manager responsible for execution of these projects to providing consulting services to full-time City staff. AWR will continue to serve as project manager of the National Fish and Wildlife Foundation resiliency grant, a role that is 100 percent grant funded.

6. On October 2, 2026, in line with this understanding, AWR provided the City with 30-day notice of its intent to cancel the current professional services agreement.

7. This proposed consulting agreement will replace the prior professional services agreement.

8. Total compensation under the proposed agreement shall not exceed $75,000 annually. Total compensation under the previous agreement was not to exceed $120,000.

9. This annual agreement will automatically renew for up to three additional one-year terms.

Funding

Total annual costs for AWR Strategic Consulting shall not exceed $75,000. Funding is available in the adopted FY26 Budget, Account 100-1320-1200, Contract Services, Strategic Planning Consulting and Dune Monitoring Project.

Purchasing Notes

The current contract addendum was approved by City Council on June 22, 2023.

Recommendation

Adoption of annual consulting services agreement with AWR Strategic Consulting LLC in an amount not to exceed $75,000 to provide consulting and coaching services to City staff in support of projects, grants and legislative matters, and authorization for the Mayor to sign agreement.

AWR Strategic Consulting Contract

This Agreement is made and entered into this ___ day of _____ 2026 by and between the City of Tybee Island, Georgia (hereinafter referred to as the "City"), and AWR Strategic Consulting, LLC (hereinafter referred to as "AWR"), collectively referred to as the "Parties."

1. Scope of Services

AWR shall provide professional advice and coaching services to appropriate City staff in support of the projects, grants, legislative issues, and other matters for which they are responsible. The services will support City personnel and will not include project management unless project management services are expressly authorized in a separate Scope of Work.

AWR and its employees and agents are independent contractors and are not employees of the City. Accordingly, AWR's employees and agents are not entitled to any retirement, health, or similar benefits available to City employees.

2. Term and Renewal

This Agreement shall commence on _____and remain in effect for a period of one year. It will automatically renew for up to three additional one-year terms unless either party provides written notice of non-renewal at least ninety (90) days prior to the renewal date. However, the terms are subject to the termination provision below.

3. Reporting

AWR shall provide the City Manager with regular updates on authorized assignments and projects at the City Manager's direction.

4. Compensation and Expenses

Compensation under this Agreement shall be $6,000 per month. Total compensation shall not exceed $75,000 annually unless the City Manager authorizes an amount above that annual limit.

5. Professional Standards

AWR shall perform the services in compliance with applicable federal, state, and local laws and with the degree of care and skill ordinarily exercised by consultants providing similar services.

6. Liability and Insurance

AWR shall indemnify and hold harmless the City, its personnel, and its elected officials from claims, damages, losses, and expenses, including attorney's fees, arising from or resulting from AWR's negligent performance of the service. AWR will maintain general liability insurance and professional liability insurance in the amount of $1,000,000 for each policy. Prior to commencement of services, AWR shall provide the City with certificates of insurance evidencing the required insurance and including the City as additional insured. AWR will ensure the certificates of insurance are updated for the entire term of this Agreement.

6. Termination

Either party may terminate this Agreement for any reason by providing the other party with thirty (30) days' written notice. Notices required under this Agreement shall be directed as follows:

To AWR: Alan W Robertson
AWR Strategic Consulting, LLC
P.O. Box 303
Tybee Island, Georgia 31328

To City: City Manager
P.O. Box 2749
Tybee Island, Georgia 31328

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seal the day and year first written above.

City of Tybee Island, Georgia

By: _____
Mayor

Witness: _____

Approved as to form:

AWR Strategic Consulting LLC

Edward M. Hughes
Attorney for City of Tybee Island, Georgia

By:_____

Principal

File Attachments for Item:

14. Solar Panel Installation on Roof at Tybee Island Marine Science Center

City of Tybee Island

Memorandum

To: City of Tybee Island City Council
From: Bret Bell, City Manager
Date: November 3, 2026
Re: RFP 2026-113: Solar Panel Installation on Roof at Tybee Island Marine Science Center

---

Title
Solar Panel Installation on roof at Tybee Island Marine Science Center

Action
Approve contract award to Solar Sun World in the amount of $137,780 for the installation of solar panels on the roof of the Tybee Island Marine Science Center, and authorization for the Mayor to execute the contract.

Background
The purpose of this project is to install solar panels on the roof of the Tybee Island Marine Science Center roof to produce a minimum output of 42 KiloWatts (kW). This power will be used to offset the high electrical usage from the equipment at the Marine Science Center. The installation of the solar panels will adhere to the specifications of the ITB. The Marine Science Center will completely fund the cost of the solar installation; there is no cost to the City of Tybee.

Facts and Findings
The City issued a Request For proposals (RFP) seeking services of a contractor to install solar panels on the roof of the Tybee Island Marine Science Center. The project will consist of the following work:

- Contractor shall provide a fully functional solar array on the flat portion of the Marine Science Center roof.
    - The minimum power requirement for the solar array shall be 42 KW.
    - The minimum wattage for each solar panel shall be 400 Watts.
- Contractor shall furnish and install phtovoltaic modules and inverters that are Underwriters Laboratories (UL) certified.
- Contractor shall follow the six (6) step process, per the Scope of Services of the RFP, so the warranty of the existing TPO roof is not voided.
- Contractor shall mount the solar panels per the requirements of the RFP.
- Contractor shall be responsible to tie into the existing building 240 Volt grid system.

Purchasing Note

The Citty received one (1) proposal, and it was considered responsive. A panel of City employees reviewed the RFP for completeness and evaluated the response on the evaluation criteria in the RFP. The following scores are the average scores from the evaluators:
Demonstration of ability to meet or exceed all requirements of the specifications: 14 points out of a possible 20 points
Procurement, delivery, and installation of solar panels: 13.5 points out of a possible 20 points.
Quality of and response from references: 32 points out of a possible 40 points.
Cost of Services: 7.5 points out of a possible 10 points.
How well did the proposer follow the RFP directions in preparing and submitting the proposal package: 11 points out of a possible 15 points.

Solar Sun World scored an average of 78 points out of a possible 100-point evaluation rating system.

Funding
Funding for this project will be funded solely by the Tybee Island Marine Science Center and there will be no cost to the City of Tybee Island.

Recommendation
Approve contract award to Solar Sun World from Eatonton, Georgia in the amount of $137,780 to install a solar panel array on the existing roof of the Tybee Island Marine Science Center, and authorization of the Mayor to execute the Contract.

AGREEMENT WITH THE CITY OF TYBEE ISLAND, GEORGIA FOR SOLAR PANEL INSTALLATION ON ROOF AT CITY OF TYBEE ISLAND MARINE SCIENCE CENTER PROJECT

THIS AGREEMENT made this _____ day of _____, 2026, by and between the City of Tybee Island, Georgia, hereinafter called the "Owner" at P.O. Box 2749, Tybee Island, GA 31328, and Solar Sun World, LLC, hereinafter called the "Contractor", of 779 Harmony Road, Eatonton, Georgia 31024.

WITNESSETH:

WHEREAS, the City of Tybee Island, Georgia, has heretofore solicited proposals for all material, work and improvements to the Solar Panel Installation on Roof at Tybee Island Marine Science Center ("Project").

WHEREAS, the City of Tybee Island, Georgia, did find that the Contractor provided the best proposal for the Project.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertakings, and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at its own cost and expense, to do all the work and furnish all the labor, materials, equipment, and other property necessary to satisfactorily do, construct, install, and complete all work and improvements for the Solar Panel Installation on Roof at City of Tybee Island Marine Science Center Project, all in full accordance with, and in compliance with and as required by the hereinafter specified Contract Documents for said Contract, and to do, at its own cost and expense, all other things required of the Contractor by said Contract Documents for said work.

ARTICLE II- CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, to the extent existing and applicable, all of which are as fully a part of this Contract as if herein set out verbatim, subject to all stated exclusions, or, if not attached, as if hereto attached:

1. RFP 2026-113 and all Addendum thereto
2. Contractor's Bid
3. All Plans and Specifications for the Project
4. General Conditions of the Contract
5. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents
6. Any and all other documents or papers included or referred to in any of the foregoing documents including all Permits
7. Any and all Addenda to the foregoing, all of which are on file with the Owner

If there is any inconsistency in the contract documents, this Agreement will control.

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the following unit prices and lump sum prices as full compensation for furnishing all materials and equipment and for doing all work contemplated and embraced in this agreement and for the Project, and for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise to be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work, and for well and faithfully completing the whole and entire work and Project, in the manner and according to and in compliance with the Contract Documents as directed by the City or its Engineer in accordance with these documents, and for any and all other things required by the Contract Documents.

As a result of the solicitation process and the bid of Contractor, the parties have agreed that the total amount payable under the contract for all work, equipment and materials is $137,780.00.

ARTICLE IV- STARTING AND COMPLETION

The Contractor shall, and agrees to, commence work for the Project no later than ten (10) days after the date of the issuance of the Notice to Proceed, and to complete fully all work required by the Contract Documents to the point of Final Acceptance by the Owner no later than May 1, 2027.

ARTICLE V- PAYMENT TO CONTRACTOR

Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the material and do all the work and do all other things herein above mentioned according to the terms and conditions hereinafter contained or referred to, for the prices aforesaid, and hereby contracts to pay Contractor at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the Owner and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE VI-INVALIDITY AND SEVERABILITY

The invalidity of any provision included in any of the Contract Documents shall not be deemed to impair or affect in any manner the validity and enforceability of the remainder of the Contract Documents, and in such event, all the other provisions of the Contract Documents shall continue in full force and effect as if such invalid provision had never been included therein. Owner and Contractor agree that, in such event, the Contract Documents shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that achieves, to the maximum extent possible, the intention of the stricken provision.

ARTICLE VII – GENERAL PROVISIONS

Duty of Care: Contractor agrees to comply with all federal, state and local laws in performing work on this Project. Contractor agrees it will execute the work using the standard of

care and skill ordinarily exercised by other reputable contractors under similar conditions. All materials or supplies used for, or the workmanship employed in, any construction necessary to comply with this bid, will be of the best quality, and adhere to the highest industry standards.

Termination: The contract may be canceled or suspended by City of Tybee Island in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms.

Insurance: Contractor agrees to provide insurance coverage as set forth on the attached Exhibit A which is incorporated herein by reference.

ARTICLE VIII - CHOICE OF LAW AND FORUM SELECTION

The Contract Documents shall be construed and controlled by and under the laws of the State of Georgia without regard to conflicts of laws principles. Further, any dispute arising out of or concerning the Contract Documents, or any action or inaction performed thereunder, shall be adjudicated in either (a) the United States Court for the Southern District of Georgia, Savannah Division; or (b) the State or Superior Courts of Chatham County, Georgia, and the parties waive any defenses of personal and/or subject matter jurisdiction to the aforesaid venues.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in two original counterparts the day and year first above written.

_____
Solar Sun World, LLC

By: _____

It's: _____

Sworn to and subscribed before me
this _____ day of _____, 2026.

_____
Notary Public
My commission expires:____
(NOTARIAL SEAL)

CITY OF TYBEE ISLAND, GEORGIA
(Owner)

By: _____

It's: _____

Sworn to and subscribed before me
this _____ day of _____, 2026.

Approved: _____
City Attorney

_____
Notary Public
My commission expires:____
(NOTARIAL SEAL)

IMPORTANT NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

CERTIFICATE TO BE EXECUTED IF CONTRACTOR IS A CORPORATION

I, _____ certify that I am the _____ of the Corporation named as Contractor hereinabove; that by Resolution of the Board of Directors at a meeting held on _____ , 20_____, a Resolution was passed giving authority to _____ to sign the foregoing Contract on behalf of the Contractor; that said officer was then _____ of said corporation by authority of its governing body and is within the scope of its corporated powers and said power has not since been revoked.

_____
Secretary

Date: _____

(Corporate Seal)

County: _____

State: _____

EXHIBIT A - CONTRACTOR INSURANCE REQUIREMENTS

Insurance Schedule

Identified Insurance means those insurance policies identified in the chart below. Identified Insurance requirements may be modified in a Statement of Work.

Contractor shall (and shall cause each of its subcontractors to) comply with the requirements set forth in this Insurance Schedule. All further references to "Contractor" herein are intended to include Contractor and its subcontractors.

Contractor shall, at its own expense, maintain at all times during the Term the following Identified Insurance, each to be written by insurers with AM Best's Ratings of A or higher in good standing and qualified to do business in each jurisdiction where the work is performed.

Insurance	Minimum Limits
Workers' compensation	Statutory limits
Employers' liability	\$1M each accident for bodily injury by accident \$1M each employee for bodily injury by disease \$1M policy limit for bodily injury by disease
Commercial general liability[1]	\$2M per occurrence \$2M personal and advertising injury \$2M products and completed operations \$2M general aggregate
Automobile liability- Hired, Owned and Non-Owned	\$1M combined single limit
Professional liability / Errors and Omissions[2]	\$2M per claim \$2M annual aggregate

Other Insurance Provisions

1. The Identified Insurance shall name the City of Tybee Island, Georgia as additional party insured (***Additional Insureds***), covering all the activities of Contractor with respect to the performance of this Agreement.

2. The Identified Insurance shall also:

   (a) require us to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy;

[1] Such limits may be provided through a combination of umbrella and primary policies, in form no less broad than a standard ISO CG 00 01. Such insurance shall include products-completed operations coverage with a limit of no less than \$1,000,000 per occurrence.

[2] If coverage is written on a claims-made basis, any retroactive date shall be no later than the effective date of this Agreement; and continuous coverage shall be maintained or an extended discovery period will be exercised for a period of six years beginning from the time that services under this Agreement are completed. Coverage shall include defense costs and shall apply to liability arising from Vendor's, acts, errors, and/or omissions.

(b) be primary to insurance maintained by us or our affiliates (and insurance maintained by us and/or our affiliates shall be non-contributory to such insurance);

(c) endorsed to waive rights of recovery by subrogation in favor of us and our affiliates; and

(d) in the case of policies or provisions relating to products, completed operations and professional liability, survive termination or expiration of this Agreement.

3. Contractor shall furnish to us upon request certificates of insurance evidencing all Identified Insurance (including without limitation, an Acord form) and, at least thirty (30) days prior to the expiration of a policy, certificates evidencing additional or renewal policies.

4. All Identified Insurance shall be written on an occurrence basis except for Contractor's professional liability insurance, which may be written on a claims-made basis. Any deductibles or self-insured retentions shall be the sole responsibility of Contractor, and coverage shall apply for the benefit of us and all additional parties insured as if no deductible or self-insured retention applied.

5. To the fullest extent allowed by law, Contractor hereby waives all rights of recovery in favor of the Additional Insureds and the Indemnitees.

6. Contractor shall bear the risk of loss with respect to any owned, leased, rented or borrowed vehicles, equipment, data, tools or other personal property. Contractor shall bear the risk of loss with respect to any of its expenses or loss of income.

NOTICE TO PROCEED

TO: Solar Sun World, LLC

DATE: _____

PROJECT: SOLAR PANEL INSTALLATION ON ROOF AT CITY OF TYBEE ISLAND MARINE SCIENCE CENTER PROJECT

You are hereby notified to commence work at _____ in accordance with the Contract dated _____, and you are to fully and satisfactorily complete the work to the point of Final Acceptance within 180 days from this Notice.

The City of Tybee Island, Georgia (OWNER)

By _____

(SIGNATURE)

_____

(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this day of _____, 2026.

_____

Solar Sun World LLC

_____

(TITLE)

Item #14.

WAIVER AND RELEASE OF LIEN

FROM: _____

TO: City of Tybee Island, Georgia (Owner of Project)

PROJECT: CITY OF TYBEE ISLAND, GEORGIA, SOLAR PANEL INSTALLATION ON ROOF AT CITY OF TYBEE ISLAND MARINE SCIENCE CENTER PROJECT

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, having been employed by The City of Tybee Island, Georgia, to furnish labor and/or materials for the referenced Project, does hereby waive and release any and all lien and claim or right to lien and claim against the City of Tybee Island, Georgia, on the referenced Project on account of labor or materials, or both furnished for the referenced Project.

2. The undersigned further certifies that to the best of its knowledge and belief, there are no unsatisfied or outstanding claims of any character arising out of the furnishing of labor and/or materials for the referenced Project.

3. The undersigned further agree that, after execution of this document, it will defend at its expense, and save the City of Tybee Island, Georgia, harmless from any and all claims or liens arising out of the undersigned's furnishing of labor and/or materials for the referenced Project.

4. The undersigned has executed this document in order to induce the City of Tybee Island, Georgia, to make final payment to and in no way acts as a release of any claim the undersigned may have against parties other than the City of Tybee Island, Georgia, arising out of the furnishing of labor and/or materials for the referenced Project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this ____ day of _____, 2026.

_____

STATE OF _____

COUNTY OF_____

Personally appeared before me the undersigned Notary Public in and for said County and State _____, who is known to me and who, after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

_____

NOTARY PUBLIC

/

AFFIDAVIT

Contractor Affidavit Under OCGA 36-91-21(e)

Personally appeared before the undersigned officer duly authorized to administer oaths, _____ who, being duly sworn, states as follows:

The undersigned hereby execute under oath this affidavit verifying compliance with the provisions of O.C.G.A. § 36-91-21(e) and attest that he has not directly or indirectly made any effort by himself or otherwise to prevent or attempt to prevent competition in the bidding or proposals by any means whatsoever. The undersigned further attests that he has not attempted to prevent or endeavored to prevent anyone from making a bid or proposal by any means whatever nor caused or induced anyone to withdraw a bid or proposal for the work. The undersigned further attests that he is the sole agent or officer who have acted for or represented the corporation in bidding for or procuring the contract.

This oath is made in order to be filed with the officer whose duty it is to make payment under the contract.

THIS ___ day of _____, 2026.

_____
Solar Sun Word LLC

_____
Title

Sworn to and subscribed before me,
this ____ day of _____, 2026.

_____
Notary Public

REQUEST FOR PROPOSALS
RFP NO. 2026-113

SOLAR PANEL INSTALLATION ON ROOF AT CITY OF TYBEE ISLAND MARINE SCIENCE CENTER

PROPOSALS DUE: NOVEMBER 3, 2026 at 12:00PM

PRE-SUBMITTAL MEETING: OCTOBER 13, 2026 at 11:00AM

CITY OF TYBEE ISLAND, GEORGIA

BRIAN WEST, MAYOR

SPEC HOSTI, MAYOR PRO TEM
NICK HALE
CAM JACKSON
TONY PLOUGH
NICK SEARS
KATHRYN WILLIAMS

DOCUMENT CHECK LIST

The following documents are contained in and made a part of this Request for Proposal or are required to be submitted with the proposal. It is the responsibility of the company submitting the proposal to read, complete and sign, where indicated, and return these documents with his/her proposal. **FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF THEIR PROPOSAL.**

INTRODUCTION

SPECIFICATIONS AND REQUIREMENTS

INSTRUCTIONS TO SUBMITTERS

GENERAL INFORMATION

SURETY REQUIREMENTS

ATTACHMENTS: A. SIGNATURE SHEET; B. CONTRACTOR AFFIDAVIT; C. SUBCONTRACTOR AFFIDAVIT; D. SAVE AFFIDAVIT; E. W-9/VENDOR INFORMATION; F. DEBARMENT CERTIFICATION; G. PROPOSAL FORM; H. CHECKLIST

SEPARATE ATTACHMENTS: 1: GAF Technical Bulletin TAB-C-2017-01, issued on 5/27/2011 and revised on 1/26/2017 consisting of 21 pages; 2: OMG Power Grip Plus attachment system brochure, which includes product data specifications and ordering information consisting of 4 pages.

INTRODUCTION

This is a Request For Proposal to supply the City of Tybee Island, Georgia (sometimes hereinafter referred to as "Owner") with products or services as indicated herein.

Sealed proposals must be received by 12:00pm local time, on NOVEMBER 3, 2026 The City of Tybee Island reserves the right to reject any or all proposals.

A pre-proposal meeting will be held on OCTOBER 13, 2026 at 11:00am in the Public Safety Building conference room (78 Van Horne Avenue, Tybee Island) a site visit will follow. Interested proposers are encouraged to attend, as they will have the opportunity to discuss specifications and ask questions.

METHOD OF AWARD: If the City of Tybee Island awards a contract from this RFP, it will be awarded to the responsible proposer deemed able to provide the best value for the City. The award will take into account price among other factors as specified in the RFP. The City reserves the right to select the proposer which best meets the City's goals and objectives, needs, budget constraints, and quality levels, as well as its educational and service level expectations. The City reserves the right to award the contract to one or multiple vendors.

Proposer will submit resumes of all personnel that will be working on this project. The resumes of the project team will be a factor in determining the award of the RFP.

Signature of proposal submitter indicates understanding and compliance with attached terms and conditions and all other specifications made a part of this RFP, and any subsequent award or contract. All terms, conditions and representations made within this RFP will become an integral part of the contract. Nothing contained within this RFP is indicative of intent by the City of Tybee Island to reimburse the submitter, in whole or in part, for any costs associated with preparation, submission, or presentation of their proposal.

Instructions for preparation and submission of a proposal are contained in this RFP package. Please note that specific forms for submission of a proposal are required.

The City of Tybee Island has an equal opportunity purchasing policy to assure all procurement procedures are conducted in a manner that provides maximum open and free competition. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by the City. The City provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap.

The City is seeking a proposal package for service or materials equal to or exceeding specifications set forth on the attached pages. Submittals not meeting these standards will be rejected. The attached specifications become and remain a part of this RFP.

All responses, inquiries, or correspondence relating to, or in reference to, this RFP, and all reports, charts, displays, schedules, exhibits and other documentation by the proposal submitters will become the property of the City when received. The City retains the right to use any or all ideas presented in any response to this RFP, whether amended or not. Selection or rejection of the proposal does not affect this right.

SPECIFICATIONS AND REQUIREMENTS

The City of Tybee Island seeks qualified proposals for the installation of solar panels on the roof of the Marine Science Center located at 37 Meddin Drive, Tybee Island, GA 31328.

SCOPE OF SERVICES:

- Provide a fully functional solar array on the flat portion of the Tybee Island Marine Science Center (MSC) located at 37 Meddin Drive, Tybee Island, GA 31328.
  The roof of the MSC is approximately 40' x 80'.
- The minimum power requirement output for the solar array shall be 42kW.
- The minimum wattage for each solar panel shall be 400 Watts.
- All string inverters currently in use at the MSC are the model SMA Sunny Boy. Any string inverters that are required with this project shall be SMA Sunny Boy inverters.
- All Photovoltaic (PV) Modules and inverters must be Underwriters Laboratories (UL) certified.
- PV Modules shall be from a Q-Cell manufactures and made in the United States of America.
- Installation of solar panels shall be in accordance with all Federal, State, and Local City of Tybee Island building requirements and meet the wind loading requirements of 141 miles per hour.
- Contractor shall supply all necessary and required documentation for all products used in this proposal.
- The existing roof at the MSC is a TPO roof system manufactured by GAF roofing. Contractor shall follow the six (6) step process below to ensure the existing TPO roof warranty is not voided. Contractor is responsible for coordinating with GAF to obtain a warranty amendment with copies of all correspondence given to the City of Tybee Island.
  1. Inform GAF Guarantee Services (1-800-ROOF-411) at least 45 days prior to the start of the solar installation.
  2. Complete solar installation checklist, pay pre and post inspection fees ($600 Each) and send PV project details to Guarantee Services at least 45 days prior to the start of solar installation.
  3. Conduct pre solar inspection prior to the start of solar installation. Address and correct punch list items.
  4. Proceed with the solar installation by following manufacturer's instructions. Follow best practices recommended by National Roofing Contractors Association (NRCA) in its Guidelines for Roof Systems with Rooftop PV Components, GAF Technical Advisory Bulletin on Solar Installation (TAB-C-2011-01) and GAF Solar Roofing Systems Specifications #748.
  5. Coordinate with Guarantee Services and conduct post solar inspection. Address and correct punch list items.
  6. After all inspections and requirements have been met, GAF will include amendment for solar in the guarantee.
- The OMG Power Grip System Plus roof mount panel system shall be required to mount solar panels to the existing MSC TPO roof.
  1. Contractor installing the OMG Power Grip System Plus is required to be GAF certified. Contractor shall include inspection costs by GAF into their proposal.
- The OMG Power Grip System Plus System shall be Model #PGRPP-GAF-TPO-WH-8.
- The OMG Power Grip System Plus System shall be attached using a minimum of four (4) #14, 1-inch Stainless Steel wood screws as specified by the building engineer.
- The Polar Bear III HD Flat Roof Mounting system and all necessary appurtances or approved equal shall be used for the installation of the solar panels.
- Sun Power Helix Roof Solution Solar Panels and all necessary appurtances or approved equal shall be used for the solar panels. The panels should be the Helix ST, single tilt solar panels.
- Contractor shall be responsible to tie into the existing building grid and verify where the tie-in will be located prior to the award of the proposal. The building grid is 240 Volt single phase. Grid connection is in the main panel located on the second floor of the MSC.
- AC/DC disconnect and combination switches shall be provided by the contractor.
- Contractor shall use 2/A WG 10 cable, AWG bare copper, and Tyco grounding clips.

- Contractor shall specify the amount of MWh annual generation.
- Contractor shall provide production monitoring.
- Contractor shall supply a one year warranty on all components and systems.
- Contractor shall provide three (3) references with similar size systems in a marine environment. These references will include the name, phone number, City and State where project was completed.
- Contractor shall provide the total number of solar systems installed and the total amount of kW produced in each project.
- Contractor shall provide delivery and installation dates as part of their RFP submittal.
- Contractor shall provide their total cost for furnishing and installing the solar panel system in a lump sum cost. The payment schedule is defined in a later section of this RFP.
- The City of Tybee Island obtain all necessary building permits from the City, Chatham County, Georgia and pay the necessary permit fees.
- The Contractor will submit all necessary copies of the drawings to the City, along with an electronic copy. The City will approve and forward onto the county for their approval. +
- Chatham County Building Inspection will provide the interim and final inspection of the project. Once the County has given approval, it will be forwarded to Georgia Power, and once approved by Georgia Power they will energize they system.

1. INSTRUCTIONS TO PROPOSERS

Purpose: The purpose of this document is to provide general and specific information for use in submitting a bid to supply the City of Tybee Island with equipment, supplies, and/or services as described herein. All RFP's are governed by the Code of the City of Tybee Island, Georgia, 15-2015 Sec 1, Art VII, Procurement, Sec 2-400, and the laws of the State of Georgia.

Proposers must carefully review all provisions of, and attachments to, this document prior to submission. Each bid constitutes an offer and cannot be withdrawn except as provided herein. This RFP and any attachments, plans, and/or other related documents can be found on the City's website at https://www.cityoftybee.org/Bids.aspx. **It is incumbent upon the proposer to check the website for additional information and/or addendums.**

1.1 How to Prepare Proposals:

All Proposals must be:

a. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**

b. Proposals must be signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the Proposal. ALL SIGNATURE SPACES MUST BE SIGNED.

1.2 How to Submit Proposals:

One original, and one electronic copy (usb flash drive) must be submitted in a sealed opaque envelope, plainly marked with the RFP number and title, and bidder's company name, to the office of the address below prior to the time specified. Include all required attachments, which can be found at the end of this document.

- **Include all requested documents, in addition to a W-9 and certificate of insurance, and required bid bond.**

- **City/County Occupational Tax Certificate Requirement: Contractor must supply a copy of their Occupational Tax Certificate as proof of payment of the occupational tax where their office is located. In addition, if a contract is awarded, contractors that are not located on Tybee Island are required to obtain a Tybee Island contractor registration. Contact Sharon Shaver for additional information, at 912-472-5072, or in person at Tybee Island City Hall 403 Butler Ave, Tybee Island, Ga.**

- **Include at least three (3) references documenting your experience with similar projects. Include the name of the project, construction cost, location, and current reference contact information including name, phone number, and email address. In addition to the information above, submit a written and/or photographic description of how these projects relate to this RFP.**

- **All Proposals must be hand delivered, mailed, or sent by courier in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.**

- **Courier or hand deliver the response package to:**

ALEESHA ROBINSON
TYBEE ISLAND CITY HALL
403 BUTLER AVE
TYBEE ISLAND, GA. 31328

- **Proposals may be submitted via US Mail, but bidders choosing this method should allow *at least* an additional 24 hours for delivery:**

ALEESHA ROBINSON
CITY OF TYBEE ISLAND
PO BOX 2749
TYBEE ISLAND, GA. 31328

FAXED OR E-MAILED COPIES WILL NOT BE CONSIDERED. PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED.

1.3 How to Submit an Objection:

Potential bidders must present any written objection to this RFP at least seven (7) days prior to the proposal due date. The objections contemplated may pertain to form and/or substance of the RFP documents. Objections must be made in writing to the Procurement Officer, Aleesha Robinson Aleesha.Robinson@cityoftybee.gov. Email subject line: Objection to RFP #2026-113.

1.4 Minimum Requirements for Proposals:

a. Proposals shall be considered only from firms normally engaged in performing the type of work specified in the Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the proposer, the representatives of the City shall determine whether the evidence of responsibility ad ability to perform is satisfactory. The representatives of the City reserve the right to reject any or all proposals.

b. Previous experience in the performance of projects of a similar nature to ensure timely and efficient completion.

c. The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time.

d. The proposer shall be an equal employment opportunity employer and shall adhere to any applicable local, state, or federal affirmative action requirements.

1.5 Errors in RFP Responses:

Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications of this RFP before submitting a proposal. Failure to do so will be at the Proposer's own risk. In case of error in extension of prices in the proposal, the unit price will govern.

1.6 Questions concerning RFP:

Questions, inquiries, suggestions, or requests concerning interpretation, clarification or additional information concerning any portion of this RFP must be made by email, sent to the below named individual who will be the official point of contact for this RFP. Questions must be submitted at least seven days before the proposal due date.

Mark subject line on e-mail **"Questions on RFP 2026-113.**

POINT OF CONTACT:
Aleesha Robinson
Aleesha.robinson@cityoftybee.org

Failure of a Proposer to ask questions, request changes, or submit objections by the dates indicated above shall constitute the Proposer's acceptance of all of the terms, conditions and requirements set forth in this RFP.

1.7 Addendums to RFP:

Any changes to the conditions or specifications in this RFP must be in the form of a written addendum to be valid. If the City of Tybee Island issues an addendum to this RFP, it will be posted by the Purchasing Agent on the City's website.

The issuance of a written addendum by the Purchasing Agent is the only official method by which interpretation, clarification or additional information will be given. The City of Tybee Island will not be responsible for any oral representation given by any employee, representative or others.

Proposer must acknowledge each addendum in the bid. **It is solely your responsibility as a proposer to ensure that you have received all addenda and incorporated the changes into your proposal response before submission. Signed addenda must be returned with proposal.** Unless otherwise specified in an addendum, the due date and time remains as listed above.

2 GENERAL INFORMATION

2.1 Specifications:

Any obvious error or omission in specifications will not inure to the benefit of the proposer but will put the proposer on notice to inquire of or identify the same from the City of Tybee Island. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., will be construed to be the minimum requirements of these specifications.

2.2 Standards for Acceptance of Proposal for Contract Award:

City of Tybee Island reserves the right to reject any or all proposals and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of City of Tybee Island. City of Tybee Island reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a proposer whom investigation shows is not in a position to perform the contract.

2.3 Proposer: Whenever the term "proposer" is used it will encompass the "person," "business," "supplier," "vendor," or other party submitting a proposal (a binding offer) to City of Tybee Island in such capacity before a contract has been entered into between such party and City of Tybee Island.

2.4 Responsible / Responsive proposer: *Responsible proposer* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive proposer* means a person or entity that has submitted a proposal that conforms in all material respects to the requirements set forth in this RFP.

2.5 Compliance with Laws: The proposer will obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and comply with any and all other standards or regulations required by federal, state, county or city statute, ordinances and rules during the performance of any contract between the contractor and City of Tybee Island. Any such requirement specifically set forth in any contract document between the contractor and City of Tybee Island will be supplementary to this section and not in substitution thereof.

2.6 Contractor: Contractor or subcontractor means any person or business having a contract with City of Tybee Island. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.

2.7 State Licensing Board for General Contractors: If applicable, pursuant to Georgia law, any bidder must be a Georgia licensed **General Contractor** (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).

2.8 Security & Immigration Compliance: On 1 July 2007, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. **No proposals will be considered unless a signed E-Verify Affidavit is enclosed with the submittal package.**

Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at http://www.dol.state.ga.us/spotlight/employment/rules. You may go to http://www.uscis.gov to find the E-Verify information.

Systematic Alien Verification for Entitlements (SAVE) Program: O.C.G.A. 50-36-1 required Georgia cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program.** SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the City are considered "public benefits." Responders are required to provide the Affidavit Verifying Status for City of Tybee Benefit Application prior to receiving any City contract. The affidavit is included as part of this RFP package.

Protection of Resident Workers. City of Tybee Island actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers can hire only persons who can legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of any hiree, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor will establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

2.9 **Permitting and Approvals:** The contractor that is awarded the contract will be responsible for securing all necessary federal, state and local approvals required for the project.

2.10 **Prices to be Firm:** Bidder warrants that proposal prices, terms and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from bid opening date, unless otherwise stated in the RFP.

2.11 **Quality:** All materials or supplies used for, or the workmanship employed in, any construction necessary to comply with this proposal, will be of the best quality, and adhere to the highest industry standards.

2.12 **Guarantee/Warranty:** Unless otherwise specified by the City of Tybee Island, the Bidder will unconditionally guarantee the materials and workmanship for one (1) year from completion of the project or delivery of goods. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, will repair or adjust the condition, or replace the material and/or services to comply with the contract requirements and applicable standards thereof. These repairs, replacements or adjustments will be made only at such time as will be designated by the City of Tybee Island as being least detrimental to the operation of the City.

2.13 **Liability Provisions:** Where proposers are required to enter or go onto City of Tybee Island property to take measurements or gather other information in order to prepare the proposal as requested by the City, the proposer will be liable for any injury, damage or loss occasioned by negligence of the proposer, its agent, or any person the proposer has designated to prepare the bid and will indemnify and hold harmless City of Tybee Island from any liability arising there from. The contract document specifies the liability provisions required of the successful proposer in order to be awarded a contract with City of Tybee Island.

2.14 **Cancellation of Contract:** The contract may be canceled or suspended by City of Tybee

Island in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next lowest proposer, for articles and/or services specified or they may be purchased on the open market. The defaulting Contractor (or its surety) will be liable to City of Tybee Island for costs to the City of Tybee Island in excess of the defaulted contract prices. See the contract documents for complete requirements.

2.15 Certification of Independent Price Determination: By submission of this proposal, the proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other proposer or to any competitor; and

c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2.16 Qualification of Business (Responsible Proposer): the Scope of Work, specifications and plans define a responsible Proposer as one who meets, or by the date of the proposal acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required. The City has the right to require any or all proposers to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested. The City has the right to disqualify the proposal of any proposer as being unresponsive or un-responsible whenever such Proposer cannot document the ability to deliver the requested product or service.

2.17 Insurance Provisions, General: The selected proposer to whom the contract is awarded will be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance must be included in the proposal.

a. General Information that must appear on a Certificate of Insurance:
   i. Name of the Producer (proposer's insurance Broker/Agent).
   ii. Companies affording coverage (there may be several).
   iii. Name and Address of the Insured (this is the Company or Parent of the firm the City is contracting with).
   iv. A Summary of all current insurance for the insured (includes effective dates of coverage).
   v. A brief description of the operations to be performed, the specific job to be performed, and contract number.
   vi. Certificate Holder (**Must include the City of Tybee Island as a certificate holder and an additional insured**).

THE INSURANCE CERTIFICATE IS TO IDENTIFY THE CITY OF TYBEE

ISLAND AS A CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED FOR GENERAL, AUTO, UMBRELLA, AND EXCESS LIABILITY COVERAGES.

b. Minimum Limits of Insurance to be maintained for the duration of the contract:

i. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor. This policy coverage includes premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: **$2,000,000** bodily injury and property damage per occurrence and annual aggregate.

ii. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: **$500,000** for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.

iii. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: **$2,000,000** combined single limit per accident for bodily injury and property damage. Coverage must be written on an Any Auto basis.

THE INSURANCE REQUIREMENTS AND LIMITS STATED HEREIN MAY BE SATISFIED BY A COMBINATION OF PRIMARY, UMBRELLA &/OR EXCESS COVERAGES.

c. Special Requirements:

i. **Extended Reporting Periods**: The Contractor must provide the City of Tybee Island with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.

ii. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies will not affect coverage provided in relation to this request.

iii. **Cancellation:** Each insurance policy that applies to this request must be endorsed to state that it will not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the City of Tybee Island.

iv. **Proof of Insurance:** City of Tybee Island must be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the City of Tybee Island before services are rendered. The Contractor must ensure Certificate of Insurance is updated for the entire term of the City of Tybee Island contract.

v. **Insurer Acceptability:** Insurance is to be placed with an insurer licensed to do business in the State of Georgia, and having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five-year basis, the current total Best's rating will be used to evaluate insurer acceptability.

vi. **Lapse in Coverage:** A lapse in coverage will constitute grounds for contract termination by the City of Tybee Island Mayor and Council.

vii. **Deductibles and Self-Insured Retention**: Any deductibles or self-insured retention must be declared to, and approved by, the City of Tybee Island. At the option of the City of Tybee Island, either: the insurer will reduce or eliminate such deductibles or self-insured retention as related to the City of Tybee Island, its officials, officers, employees, and volunteers; or the Contractor will procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

viii. **Primacy:** The insurance coverages provided are to be primary to insurance maintained by the City (and insurance maintained by us shall be non-contributory to the insurance provided by the selected proposer).

ix. **Waiver of Subrogation:** The insurance coverages provided must also contain an endorsement waiving rights of recovery by subrogation.

2.18 Compliance with Specification - Terms and Conditions: The RFP, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Vendor's Proposal, Addendum, and/or any other pertinent documents form a part of the proposal and by reference are made a part hereof.

2.19 Signed Proposal Considered Offer: The signed Proposal will be considered a binding offer on the part of the proposer, which offer will be deemed accepted upon approval by the City of Tybee Island Mayor and Council, Purchasing Agent or designee, as may be applicable. In case of a default on the part of the Proposer after such acceptance, the City of Tybee Island may take such action as it deems appropriate, including legal action, for damages or lack of required performance.

2.20 Notice to Proceed: The successful proposer must not commence work under this RFP until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee, or as specified in the Special Conditions. If the successful Proposer does commence any work or deliver items prior to receiving official notification, it does so at its own risk.

2.21 Protest Policy: Any proposer who is aggrieved in connection with the award of a contract may file a protest with the Purchasing Agent. The protest must be submitted in writing no later than 48 hours after the bid opening. Protests must be made in writing to the Purchasing agent, Aleesha Robinson at Aleesha.robinson@cityoftybee.org, with the subject line Protest: RFP #2026-113 must include the following information:

a. Name, address, email address, and telephone numbers of the protester;
b. RFP number;
c. Detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protester;
d. Copies of supporting documents, if any;

e. Statement of relief requested;
f. All information establishing that the protester is an interested party for the purpose of filing a protest on an award decision;
g. All information establishing the timeliness of the protest.

2.22 Payment to Contractors: Instructions for invoicing the City of Tybee Island for products delivered to the City are specified in the contract document.

a. Questions regarding payment may be directed to the Accounting Department at 912-472-5024 or City of Tybee Island's Project Manager as specified in the contract documents.

b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.

c. Upon completion of the work or delivery of the products, the Contractor will provide the City of Tybee Island with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the City of Tybee Island have been paid in full.

d. City of Tybee Island is a tax-exempt entity. Every contractor, vendor, business or person under contract with City of Tybee Island is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to City of Tybee Island by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.23 Owner's Rights Concerning Award: The Owner reserves the right, and sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right, and sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended, or that fails to suit the needs of the City as determined by the Owner in its sole discretion. In judging whether the Proposer is responsible, the Owner will consider, but is not limited to consideration of, the following:

a. Whether the Proposer or principals are currently ineligible, debarred, suspended, or otherwise excluded from contracting by any state or federal agency, department, or authority;

b. Whether the Proposer or principals have been terminated for cause or are currently in default on a public works contract;

c. Whether the Proposer can demonstrate a commitment to safety with regard to Workers' Compensation by having an experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and

d. Whether the Proposer's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the Bidder's contract obligations.

2.24 Debarred or Suspended Subcontractors: Contractor will not subcontract, and will ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on

the Federal Excluded Parties List System (EPLS) at https://www.epls.gov or the State of Georgia, DOAS, State Purchasing Exclusion listing, or other local government entity. This includes pending litigation or claims with the City or other government entities. Contractor will immediately notify City of Tybee Island in the event any subcontractor is added to a Federal, State or other Government Entity listing after award of the subcontract.

2.25 **Cone of Silence:** Lobbying of procurement team members, City employees, and elected officials regarding this product or service solicitation, Request For Proposal (RFP) or contract by any member of a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions will render your proposal invalid.

2.26 **Georgia Open Records Act:** The responses will become part of the City of Tybee Island's official files without any obligation on the City of Tybee Island's part. Ownership of all data, materials and documentation prepared for and submitted to City of Tybee Island in response to a solicitation, regardless of type, will belong exclusively to City of Tybee Island and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. Seq., unless otherwise provided by law.

It is the responsibility of the Proposer to notify the City of any documents turned over which contain trade secrets or other confidential matters. A Proposer submitting records which the entity or person believes contains trade secrets that wishes to keep such records confidential pursuant to O.C.G.A. § 50-19-72(34) will submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia.

City of Tybee Island will not be held accountable if material from proposals is obtained without the written consent of the Proposer by parties other than the City of Tybee Island, at any time during the solicitation and evaluation process.

2.27 **Georgia Trade Secret Act of 1990:** In the event a Proposer submits trade secret information to the City of Tybee Island, the information must be clearly labeled as a Trade Secret. The City of Tybee Island will maintain the confidentiality of such trade secrets to the extent provided by law.

2.28 **Contractor Records:** The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the City of Tybee Island. This applies to those specific contracts currently in effect and those that have been completed or closed for up three (3) years following completion.

2.29 **Method of Compensation:** The compensation provided for herein will include all claims by the contractor for all costs incurred by the contractor in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount will be paid to the contractor after receipt of the invoice and approval of the amount by the City of Tybee Island. The City will make payments to the contractor within thirty (30) days from the date of receipt of the contractor's acceptable statement on forms prepared by the contractor and approved by the City of Tybee Island.

Should the Project begin within any one month, the first invoice will cover the partial period from the beginning date of the Project through the last day of the month (or on a mutually agreeable time) in which it began. The invoices will be submitted each month

until the Project is completed. Invoices will be itemized to reflect actual expenses for each individual task; also refer to the requirements concerning changes, delays and termination of work pursuant to provisions of the contract. Each invoice will be accompanied by a summary progress report, which outlines the work accomplished during the billing period and any problems that may be inhibiting the Project execution. The terms of this contract are intended to supersede all provisions of the Georgia Prompt Pay Act.

As long as the gross value of completed work is less than 50% of the total contract amount, or if the contractor is not maintaining his construction schedule to the satisfaction of the engineer, the City of Tybee Island will retain 5% of the gross value of the completed work as indicated by the current estimate approved by the engineer acting on behalf of the City of Tybee Island.

After the gross value of completed work becomes to or exceed 50% of the total contract amount within a time period satisfactory to the City of Tybee Island, then the total amount to be retained will be reduced to 5% of the gross value of the completed work as indicated by the current estimate approved by the engineer, until all pay items are substantially completed.

When all work is completed and time charges have ceased, pending final acceptance and final payment the amount retained will be further reduced at the discretion of the City of Tybee Island.

The Contractor may submit a final invoice to the City of Tybee Island for the remaining retainage upon City's acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due will be paid by the City to the Contractor when work has been fully completed and the contract fully performed, except for the responsibilities of the Contractor which survive final payment. The making of final payment will constitute a waiver of all claims by the City except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the Contract Documents, or terms of any warranties required by the Contractor Documents or those items previously made in writing and identified by the City as unsettled at the time of final application for payment. Acceptance of final payment will constitute a waiver of all claims by the Contractor, except those previously made in writing and identified by the Contractor as unsettled at the time of final application for payment.

2.30 Terms of Contract:

a) Contract is a one-time contract to follow award of project.

b) The contract will provide that the venue for any dispute will be in Chatham County, and Georgia law will control.

c) The contract will not contain any obligation for the City to indemnify the other party to the contract or any other entity or person.

d) All other terms will be consistent with the RFP and the proposal documents submitted, each of which will be incorporated into and made a part of the contract.

e) The final terms will be agreed upon by each party, including approval by the Mayor & Council of the City of Tybee Island.

2.31 **Audits and Inspections**: The contractor and his subcontractors will make available to the City of Tybee Island for examination of all its records with respect to all matters covered by this Contract. It will also permit the City of Tybee Island and/or representatives of the Finance Department to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited will be available for inspection between 8am and 5pm in the main offices of the City of Tybee Island or during normal business hours at the offices of the Contractor, as requested by the City of Tybee Island.

2.32 **Liquidated Damages:** Owner and Contractor recognize that time is of the essence of this Agreement and that the owner will suffer financial loss if the work is not completed within the times specified in the contract, plus any extensions thereof allowed. The parties also recognize the damages or loss caused by the failure to complete the work on time is difficult or impossible to accurately estimate, and the parties hereby stipulate that the sum of Five Hundred Dollars ($500) per day is a reasonable pre-estimate of the probable damages or loss incurred by Owner for delay in completion of construction. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall be liable to Owner for the sum of Five Hundred dollars ($500.00) for each day that the work is not completed as specified in the contract and that this amount of liquidated damages is intended to solely provide for damages incurred by Owner and not as a penalty to Contractor.

2.33 Proposal Surety: Each proposal shall be accompanied by a qualified bond/surety, cashier's check or certified check in the minimum amount of 5% of the total proposal price. Proposer will forfeit this amount should it be offered a contract by the City and refuse or fail to promptly enter into such contract.

2.34 Performance and Payment Bonds:

a. Prior to the Agreement being signed, the Contractor shall furnish to the City of Tybee Island a Performance Bond issued by a surety company licensed to do business under the laws of the State of Georgia and satisfactory to the City of Tybee Island in the amount of one-hundred-percent (100%) of the total contract amount to ensure the Contractor's satisfactory performance.

b. Also prior to the Agreement being signed, the Contractor shall furnish to the City of Tybee Island a Payment Bond issued by a surety company licensed to do business under the laws of the State of Georgia and satisfactory to the City of Tybee Island in the amount of one-hundred-percent (100%) of the total contract amount to ensure the Contractor's satisfactory payment of subcontractors and material suppliers.

c. The Contractor shall be solely responsible for keeping the surety informed as to the total contract price, significant changes in project scope, and overall progress and completion of project for the entire life of the contract.

d. If the surety on the bonds furnished by the Contractor is declared bankrupt or becomes insolvent, or it's right to do business in the State of Georgia is terminated, the Contractor shall within five (5) calendar days thereafter substitute other bonds and surety acceptable to the City of Tybee Island. If the Contractor does not furnish the replacement bonds to the City of Tybee Island within the five (5) days, the City of Tybee Island may consider the Contractor in material breach of contract and take appropriate actions.

3. EVALUATION CRITERIA:

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Team in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not based on what is inferred. After thoroughly reading and reviewing this RFP, each team member shall conduct his or her independent evaluation of the proposals received, and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

Criteria	Possible Points
Demonstration of ability to meet or exceed all requirements of the specifications	20
Schedule for the procurement, delivery, and installation of Solar Panels	15
Quality of, and response from, references	40
Cost of services	10
How well did the Proposer follow the RFP directions in preparing and submitting it's proposal package	15

ATTACHMENT A

CITY OF TYBEE - INSTRUCTIONS TO BIDDER SIGNATURE SHEET

The Proposer certifies that he/she has examined all documents contained in this RFP package, and is familiar with all aspects of the RFP and understands fully all that is required of the successful Proposer. The Proposer further certifies that his/her Proposal will not be withdrawn for sixty (60) days from the date on which his bid is submitted to the City.

The Proposer agrees, if awarded this Contract, he/she will:

A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all items indicated thereon as specified in this RFP for the proposal amount; or,

B. Enter a contract with City of Tybee Island to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this RFP for the proposal amount, and;

_____ _____

COMPANY DATE

_____ _____

SIGNATURE TITLE

_____

TELEPHONE NUMBER

MINORITY/FEMALE BUSINESS DEVELOPMENT PROGRAM: City of Tybee Island City Council established goals oriented to increase participation of minority and female owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A minority or women business is defined as a business that is at least 51% owned and managed by minority or women.

A responder that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid as proof of qualifications. Bidder that intends to engage in joint ventures or utilize sub-consultants must submit a report of Minority/Women Business Enterprise participation to Aleesha Robinson, P.O. Box 2749, and City of Tybee Island, GA 31328.

African-American\Black_____ Asian American_____ Hispanic_____ Native American____Alaskan Indian_____ Female_____

ATTACHMENT B

CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CITY OF TYBEE ISLAND has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 20__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE___ DAY OF _____, 20__.

_____
NOTARY PUBLIC
My Commission Expires:

ATTACHMENT C

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of _____ (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A.§ 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub- subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on_____ ____, 20__ in _____city), ___(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,20__.

_____
NOTARY PUBLIC

My Commission Expires:

_____

ATTACHMENT D

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) _____ contract for a public benefit as referenced in O.C.G.A. § 50-36-1, from the CITY OF TYBEE ISLAND, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) _____ I am a United States citizen.

2) _____ I am a legal permanent resident of the United States.

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:_____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: _____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit will be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____(state).

_____
Signature of Applicant

_____
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE ___ DAY OF _____, 20____

_____
NOTARY PUBLIC
My Commission Expires:

ATTACHMENT E

CITY OF TYBEE ISLAND VENDOR INFORMATION

Vendor Name: _____

Product or Services Provided: _____

Sales Contact Information

Contact: _____ Email: _____

Phone: _____ Fax: _____

Address:

_____

Accounts Receivable Information

Contact: _____ Email: _____

Phone: _____ Fax: _____

Remittance Address: _____

Federal Tax Id #: _____

Attach Copy of W-9 and Current Business License

Provide Copy of Worker's Comp Coverage when providing any service involving labor on City property.
Our terms are net 30

ATTACHMENT F
CERTIFICATION REGARDING DEBARMENT

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below.

1. The certification referred to in this paragraph is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City of Tybee Island may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the City if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered participant," "persons," "lower tier covered transaction," "principal," "bid," and "voluntarily excluded," as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR part 29.

4. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City.

5. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this paragraph. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the City may pursue available remedies, including suspension and/or debarment.

NAME OF COMPANY: _____

COMPANY TAX ID: _____

NAME OF AUTHORIZED REPRESENTATIVE: _____

TITLE OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT G
PROPOSAL FORM

2026-113: SOLAR PANEL INSTALLATION ON ROOF AT CITY OF TYBEE ISLAND MARINE SCIENCE CENTER

Please attach all specifications regarding materials, installation, and warranties to this sheet with your total proposal amount below.

TOTAL COST including contractor fees, installation and warranties:
$_____

_____(Firm)

_____ (Signature)

_____ (Title)

_____ (Date)

ATTACHMENT H

CHECK LIST FOR SUBMITTING BID

Sign below and submit this sheet with BID

NOTE: All of the following items must be submitted with your bid to be considered "responsive". Remember to follow the Instructions in the ITB Documents.

SIGNED ADDENDUMS (IF APPLICABLE) _____

W-9 _____

OCCUPATIONAL TAX CERTIFICATE _____

CERTIFICATE OF INSURANCE _____

BID BOND _____

COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE BID:

A. SIGNATURE SHEET _____
B. CONTRACTOR AFFIDAVIT _____
C. SUBCONTRACTOR AFFIDAVIT _____
D. SAVE AFFIDAVIT _____
E. VENDOR INFORMATION _____
F. DEBARMENT CERTIFICATION _____
G. PROPOSAL FORM _____
H. CHECK LIST _____

_____
NAME/TILE

_____
COMPANY NAME

_____
ADDRESS

_____
CITY/STATE/ZIP

_____
PHONE NUMBER

_____
EMAIL

_____
SIGNATURE

PO Box 2749
403 Butler Avenue
Tybee Island, GA 31328
(912)786-4573

ADDENDUM NO. 1

Project: Solar Panel Installation on Roof at Tybee Island Marine Science Center

Project No. 2026-113

Owner: City of Tybee Island

Proposal Date: November 3, 2026

Addendum Date: October 22 , 2026

Time: 12:00 PM

IT IS INTENDED THAT PROPOSALS SUBMITTED ARE BASED ON THE INCLUSION OF ALL ADDENDA. PLEASE ATTACH ALL ADDENDA TO THE BID DOCUMENTS AND ACKNOWLEDGE RECEIPT OF SAME IN THE DESIGNATED PLACE ON THE PROPOSAL FORM

PART ONE - PROPOSAL DOCUMENTS

1. Pre-proposal meeting agenda - Attached
2. Pre-proposal meeting sign-in sheet - Attached
3. Structural Engineers Report - Attached

PART TWO - QUESTIONS

1. Will a general contractor's license be required for this project, or will the electrical contractor's license be sufficient? Since this project has structural requirements a General Contractors License will be required.
2. The RFP states November 3 at noon, while the bid webpage lists 11:59 PM. Please confirm the controlling receipt deadline: The RFP is due November 3, 2026 at 12:00PM
3. Are the October 13th meeting notes and any addenda available, and may a firm that did not attend still submit. Yes, the meeting agenda and sign-in sheet are attached to this Addendum. Yes, the pre-proposal meeting was not mandatory and we will accept all qualifying proposals.
4. The Specifications name both Q-Cell modules and SunPower Helix panels. Which requirement controls, and may the required marine-environment references be supplied by a proposed specialty team? Panels must be USA manufactured and meet the specifications.
5. Does the minimum 42kw requirement refer to DC module capacity or AC inverter output? DC
6. May the GAF certification requirement be satisfied by a GAF-certified roofing subcontractor installing the OMG PowerGrip attachments and coordinating the roof warranty requirements? The roof warranty must remain intact either way with documentation provided to the city.
7. Is there a required completion date? Please confirm that the project schedule may accommodate the specified 45-day advance notification to GAF. May 2027 and yes, confirmed
8. Please confirm that the City will obtain and pay for the building permits, with the contractor providing the required drawings and supporting documentation. The City will apply and pay for with the contractor providing documentation
9. May the three references for comparable installations in a marine environment include projects completed by proposed subcontractors or key project personnel? The references should be for installation of solar panels in coastal communities. These projects should have been performed by the proposed General Contractor listed in the proposal.
10. a Texas -based company serve as the prime contractor with a Georgia Licensed Electrical subcontractor performing the electrical work? The General Contractor needs to have a General Contractors License i State of Georgia.

MAYOR
Brian West

MAYOR PRO TEM
Monty Parks

CITY COUNCIL
Bill Garbett
Spec Hosti
Tony Ploughe
Nick Sears
Kathryn Williams

CITY MANAGER
Bret Bell

ASST CITY MANAGER
Michelle Owens

CITY CLERK
Fabian Mann

CITY ATTORNEYS
Edward Hughes
Tracy O'Connell

CITY OF TYBEE ISLAND

10/13/26

RFP2026-113 Solar Panel Installation on Roof at City of Tybee Island Marine Science Center

1. Introduction/ Point of Contacts

a. Aleesha Robinson – Finance Manager/RFP Manager
aleesha.robinson@cityoftybee.gov
(912)472-5072
b. Pete Gulbronson – City Engineer
Peter.gulbronson@cityiftybee.gov
(912)472-5041

2. Project Overview

- Provide a fully functional solar array on the flat portion of the Tybee Island Marine Science Center (MSC) located at 37 Meddin Drive, Tybee Island, GA 31328. The roof of the MSC is approximately 40' x 80'.
- The minimum power requirement output for the solar array shall be 42kW.
- The minimum wattage for each solar panel shall be 400 Watts.
- All string inverters currently in use at the MSC are the model SMA Sunny Boy. Any string inverters that are required with this project shall be SMA Sunny Boy inverters.
- All Photovoltaic (PV) Modules and inverters must be Underwriters Laboratories (UL) certified.
- PV Modules shall be from a Q-Cell manufactures and made in the United States of America.
- Installation of solar panels shall be in accordance with all Federal, State, and Local City of Tybee Island building requirements and meet the wind loading requirements of 141 miles per hour.
- Contractor shall supply all necessary and required documentation for all products used in this proposal.
- The existing roof at the MSC is a TPO roof system manufactured by GAF roofing. Contractor shall follow the six (6) step process below to ensure the existing TPO roof warranty is not voided. Contractor is responsible for coordinating with GAF to obtain a warranty amendment with copies of all correspondence given to the City of Tybee Island.

- Inform GAF Guarantee Services (1-800-ROOF-411) at least 45 days prior to the start of the solar installation.
- Complete solar installation checklist, pay pre and post inspection fees ($600 Each) and send PV project details to Guarantee Services at least 45 days prior to the start of solar installation.
- Conduct pre solar inspection prior to the start of solar installation. Address and correct punch list items.
- Proceed with the solar installation by following manufacturer's instructions. Follow best practices recommended by National Roofing Contractors Association (NRCA) in its Guidelines for Roof Systems with Rooftop PV Components, GAF Technical Advisory Bulletin on Solar Installation (TAB-C-2011-01) and GAF Solar Roofing Systems Specifications #748.
- Coordinate with Guarantee Services and conduct post solar inspection. Address and correct punch list items.
- After all inspections and requirements have been met, GAF will include amendment for solar in the guarantee.

- The OMG Power Grip System Plus roof mount panel system shall be required to mount solar panels to the existing MSC TPO roof.
  - Contractor installing the OMG Power Grip System Plus is required to be GAF certified. Contractor shall include inspection costs by GAF into their proposal.
  - The OMG Power Grip System Plus System shall be Model #PGRPP-GAF-TPO-WH-8.
- The OMG Power Grip System Plus System shall be attached using a minimum of four (4) #14, 1-inch Stainless Steel wood screws as specified by the building engineer.
- The Polar Bear III HD Flat Roof Mounting system and all necessary appurtances or approved equal shall be used for the installation of the solar panels.
- Sun Power Helix Roof Solution Solar Panels and all necessary appurtances or approved equal shall be used for the solar panels. The panels should be the Helix ST, single tilt solar panels.
- Contractor shall be responsible to tie into the existing building grid and verify where the tie-in will be located prior to the award of the proposal. The building grid is 240 Volt single phase. Grid connection is in the main panel located on the second floor of the MSC.
- AC/DC disconnect and combination switches shall be provided by the contractor.
- Contractor shall use 2/A WG 10 cable, AWG bare copper, and Tyco grounding clips.
- Contractor shall specify the amount of MWh annual generation.
- Contractor shall provide production monitoring.
- Contractor shall supply a one year warranty on all components and systems.
- Contractor shall provide three (3) references with similar size systems in a marine environment. These references will include the name, phone number, City and State where project was completed.
- Contractor shall provide the total number of solar systems installed and the total amount of kW produced in each project.
- Contractor shall provide delivery and installation dates as part of their RFP submittal.
- Contractor shall provide their total cost for furnishing and installing the solar panel system in a lump sum cost. The payment schedule is defined in a later section of this RFP.

- The City of Tybee Island obtain all necessary building permits from the City, Chatham County, Georgia and pay the necessary permit fees.
- The Contractor will submit all necessary copies of the drawings to the City, along with an electronic copy. The City will approve and forward onto the county for their approval.
- Chatham County Building Inspection will provide the interim and final inspection of the project. Once the County has given approval, it will be forwarded to Georgia Power, and once approved by Georgia Power they will energize they system.

3. Key Dates

a. Last Day for Questions: October 20, 2026 @ 4:00PM

b. RFP Due Date: November 3, 2026 @ 12:00PM

c. Final Addendum Issued: October 27, 2026

4. Anticipated Public Award Date

a. November 12, 2026 City Council Meeting

5. Questions:

MAYOR
Brian West

MAYOR PRO TEM
Michael "Spec" Hosti

CITY COUNCIL
Nick Sears
Kathryn Williams
Tony Ploughe
Cameron Jackson
Nick Hale

CITY MANAGER
Bret Bell

ASST CITY MANAGER
Michelle Owens

CITY CLERK
Fabian Mann

CITY ATTORNEYS
Edward Hughes
Tracy O'Connell

CITY OF TYBEE ISLAND

RFP2026-113
Solar Panel Installation on Tybee Island Marine Science Center

Please Print Name, Company, E-mail

NAME	COMPANY	E-MAIL	PHONE
Aleesha Robinson	City of Tybee- Finance Manager	Aleesha.robinson@cityoftybee.gov	(912)472-5072
Pete Gulbronson	City of Tybee – City Engineer	peter.gulbronson@cityoftybee.gov	(912)472-5041
Jeff Poth	Metalcrafts A tecta America Company	jlpoth@tectaamerica.com	912-236-0615
Josef Kyllmann	Solar Sun World	jk@solarsunworld.com	706-318-0784
PATRICIA SINEL	CITY OF TYBEE - COMM DE	PATRICIA.SINEL@cityoftybee.gov	(912)472-5031

Kern & Co., LLC

Consulting Engineers • Land Surveyors • Land Planners
Architects • Landscape Architects • Environmental Scientist

March 7, 2024

Mark Reed
Tybee Island Marine Science Center
57 Meddin Drive
Tybee Island, GA 31328
Email: marknreed200@gmail.com

RE: SOLAR PHOTOVOLTAIC SYSTEM ATTACHMENT TO ROOF
TYBEE ISLAND MARINCE SCIENCE CENTER
KERN & CO., LLC PROJECT NUMBER: 240036.000

Dear Mr. Reed:

The Tybee Island Marine Science Center would like to install a solar photovoltaic system by Solar Sun World on the roof of the west gallery. This roof is comprised of wood trusses spaced at 24 inches, 5/8" sheathing, TPO membrane, and R-30 open cell spray foam insulation. The distributed weight of the solar photovoltaic system is 2.7 PSF. The wood trusses, designed by MiTek USA, Inc., have a top chord dead load capacity of 10 PSF and can support the additional weight of the solar photovoltaic system. In order to resist the design wind loads, (4)#14x1" wood screws shall be used at each attachment location to fasten the solar photovoltaic system to the roof sheathing.

Please call if you have any questions.

Sincerely,
KERN & CO., LLC



Rachel Lancaster, P.E.
Structural Department Manager

G:\2024\240036.000\Architectural Structural MEP\Correspondence\Tybee Marine Science Center Solar Panel Letter.docx

Mall Court (31406) • P.O. Box 15179 • Savannah, Georgia 31416 • Phone: (912) 354-8400
19 S. Walnut Street, Suite A • Statesboro, Georgia 30458 • Phone: (912) 225-3373
Fax: (912) 356-1865 • E-mail: info@kernengineering.com • Web: www.kernengineering.com

PO Box 2749
403 Butler Avenue
Tybee Island, GA 31328
(912)786-4573

ADDENDUM NO. 2

Project: Solar Panel Installation on Roof at Tybee Island Marine Science Center

Project No. 2026-113

Owner: City of Tybee Island

Proposal Date: November 3, 2026

Addendum Date: October 28 , 2026

Time: 12:00 PM

IT IS INTENDED THAT PROPOSALS SUBMITTED ARE BASED ON THE INCLUSION OF ALL ADDENDA. PLEASE ATTACH ALL ADDENDA TO THE BID DOCUMENTS AND ACKNOWLEDGE RECEIPT OF SAME IN THE DESIGNATED PLACE ON THE PROPOSAL FORM

PART ONE - PROPOSAL DOCUMENTS

1.To be eligible to submit a proposal, all proposers must have a state-licensed Electrical Contractor either directly employed on staff or secured through a subcontracting agreement. The Electrical Contractor must hold a valid and current license issued by the State of Georgia. If secured through a subcontractor agreement Attachment C " Subcontractor Affidavit" must be completed and returned as part of the proposal package.

File Attachments for Item:

15. Fence Installation for Small and Large Dog Parks at Solomon Park

City of Tybee Island

Memorandum

To: City of Tybee Island City Council
From: Bret Bell, City Manager
Date: October 21, 2026
Re: ITB 2026-111: Solomon Park Fence Installation for Small and Large Dog Parks

---

Title
Fence Installation for Small and Large Dog Parks at Solomon Park

Action
Approve contract award to T&T Fencing Company, Inc. in the amount of $58,400 for the installation of a new 8-foot-high woven wire fence for the proposed small and large dog parks in Solomon Park and authorization for the Mayor to execute the contract pending receipt of Payment and Performance Bond.

Background
The purpose of this project is to construct two new dog park areas, one for small dogs and one for large dogs in the new Solomon Park, as was specified in the plan developed by Thomas and Hutton Engineering. The small dog area will be approximately 12,100 square feet with an unleashing area and a maintenance gate. The large dog park will be approximately 17,000 square feet with an unleashing area and a maintenance gate. The dog parks will be located along Polk Street, and will have privacy slats installed in the lower half of the fence. The fence installation will adhere to the specifications of the ITB.

Facts and Findings
The City issued an Invitation to Bid (ITB) seeking services of a contractor to furnish and install approximately 1,000 linear feet of 8-foot high commercial grade chain link fence with top, mid, and bottom rails for a small and large dog park in Solomon Park. The fences will consist of the following work:

- Contractor shall furnish and install chain link fence per the manufacturer's specifications.
- Contractor shall furnish and install two 15-by-25-foot unleashing areas with two gates in each dog park.
- Contractor will furnish and install a 12-foot-wide maintenance gate in each dog park for equipment and vehicles to access each dog area.

Purchasing Note
The City received four (4) bids, and all four of the bids were considered responsive. The bids were opened and read aloud, with the bids ranging from $58,400.00 to $116,761.15. T & T

Fence Company, Inc. was the lowest responsible bidder with a bid of $58,400. The bid tab showing the breakdown of the bid items is attached.

Funding

Funding for this project is in the FY2027 Annual Budget, Account Number 361-4210-54-1200-2610.

Recommendation

Approve contract award to T & T Fencing Company, Inc. from Waycross, Georgia in the amount of $58,400 to furnish and install a new 8-foot-high chain link fence for a new small and large dog park, and authorization of the Mayor to execute the contract pending receipt of Payment and Performance Bonds.

AGREEMENT WITH THE CITY OF TYBEE ISLAND, GEORGIA FOR SOLOMON PARK FENCE INSTALLATION PROJECT

THIS AGREEMENT made this 4 day of November, 2026, by and between the City of Tybee Island, Georgia, hereinafter called the "Owner" at P.O. Box 2749, Tybee Island, GA 31328, and T&T Fencing Company, Inc., hereinafter called the "Contractor", of 3930 Brunswick Highway, Waycross, Georgia 31503.

WITNESSETH:

WHEREAS, the City of Tybee Island, Georgia, has heretofore solicited bids for all material, work and improvements to the Solomon Park Dog Park Fence Installation ("Project").

WHEREAS, the City of Tybee Island, Georgia, did find that the Contractor provided the lowest bid for the Project.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertakings, and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at its own cost and expense, to do all the work and furnish all the labor, materials, equipment, and other property necessary to satisfactorily do, construct, install, and complete all work and improvements for t he Solomon Park Dog Park Project, all in full accordance with, and in compliance with and as required by the hereinafter specified Contract Documents for said Contract, and to do, at its own cost and expense, all other things required of the Contractor by said Contract Documents for said work.

ARTICLE II- CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, to the extent existing and applicable, all of which are as fully a part of this Contract as if herein set out verbatim, subject to all stated exclusions, or, if not attached, as if hereto attached:

1. ITB 2026-111 and all Addendum thereto
2. Contractor's Bid
3. All Plans and Specifications for the Project
4. General Conditions of the Contract
5. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents
6. Any and all other documents or papers included or referred to in any of the foregoing documents including all Permits
7. Any and all Addenda to the foregoing, all of which are on file with the Owner

If there is any inconsistency in the contract documents, this Agreement will control.

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the following unit prices and lump sum

prices as full compensation for furnishing all materials and equipment and for doing all work contemplated and embraced in this agreement and for the Project, and for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise to be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work, and for well and faithfully completing the whole and entire work and Project, in the manner and according to and in compliance with the Contract Documents as directed by the City or its Engineer in accordance with these documents, and for any and all other things required by the Contract Documents.

As a result of the solicitation process and the bid of Contractor, the parties have agreed that the total amount payable under the contract for all work, equipment and materials is $58,400.00.

ARTICLE IV- STARTING AND COMPLETION

The Contractor shall, and agrees to, commence work for the Project no later than ten (10) days after the date of the issuance of the Notice to Proceed, and to complete fully all work required by the Contract Documents to the point of Final Acceptance by the Owner no later than 90 days.

ARTICLE V- PAYMENT TO CONTRACTOR

Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the material and do all the work and do all other things herein above mentioned according to the terms and conditions hereinafter contained or referred to, for the prices aforesaid, and hereby contracts to pay Contractor at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the Owner and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE VI-INVALIDITY AND SEVERABILITY

The invalidity of any provision included in any of the Contract Documents shall not be deemed to impair or affect in any manner the validity and enforceability of the remainder of the Contract Documents, and in such event, all the other provisions of the Contract Documents shall continue in full force and effect as if such invalid provision had never been included therein. Owner and Contractor agree that, in such event, the Contract Documents shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that achieves, to the maximum extent possible, the intention of the stricken provision.

ARTICLE VII – GENERAL PROVISIONS

Duty of Care: Contractor agrees to comply with all federal, state and local laws in performing work on this Project. Contractor agrees it will execute the work using the standard of care and skill ordinarily exercised by other reputable contractors under similar conditions. All materials or supplies used for, or the workmanship employed in, any construction necessary to comply with this bid, will be of the best quality, and adhere to the highest industry standards.

Termination: The contract may be canceled or suspended by City of Tybee Island in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms.

Insurance: Contractor agrees to provide insurance coverage as set forth on the attached Exhibit A which is incorporated herein by reference.

ARTICLE VIII - CHOICE OF LAW AND FORUM SELECTION

The Contract Documents shall be construed and controlled by and under the laws of the State of Georgia without regard to conflicts of laws principles. Further, any dispute arising out of or concerning the Contract Documents, or any action or inaction performed thereunder, shall be adjudicated in either (a) the United States Court for the Southern District of Georgia, Savannah Division; or (b) the State or Superior Courts of Chatham County, Georgia, and the parties waive any defenses of personal and/or subject matter jurisdiction to the aforesaid venues.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in two original counterparts the day and year first above written.

Alesha Daniel
T&T Fencing Company, Inc.

By: Alesha Daniel

It's: President

Sworn to and subscribed before me
this 6th day of November 2026.

ROBERT W WILLIAMS NOTARY PUBLIC PIERCE COUNTY, GA EXP. FEB. 22, 2028

Notary Public
My commission expires
(NOTARIAL SEAL)

CITY OF TYBEE ISLAND, GEORGIA
(Owner)

By: _____

It's: _____

Sworn to and subscribed before me
this _____ day of _____, 2026.

Approved: _____
City Attorney

_____
Notary Public
My commission expires:____
(NOTARIAL SEAL)

IMPORTANT NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

CERTIFICATE TO BE EXECUTED IF CONTRACTOR IS A CORPORATION

I, Alesha Daniel certify that I am the President of the Corporation named as Contractor hereinabove; that by Resolution of the Board of Directors at a meeting held on April 1, 2017, a Resolution was passed giving authority to Alesha Daniel to sign the foregoing Contract on behalf of the Contractor; that said officer was then President of said corporation by authority of its governing body and is within the scope of its corporated powers and said power has not since been revoked.

Secretary

Date: 11.4.2026

(Corporate Seal)

County: Ware

State: Georgia

EXHIBIT A - CONTRACTOR INSURANCE REQUIREMENTS

Insurance Schedule

Identified Insurance means those insurance policies identified in the chart below. Identified Insurance requirements may be modified in a Statement of Work.

Contractor shall (and shall cause each of its subcontractors to) comply with the requirements set forth in this Insurance Schedule. All further references to "Contractor" herein are intended to include Contractor and its subcontractors.

Contractor shall, at its own expense, maintain at all times during the Term the following Identified Insurance, each to be written by insurers with AM Best's Ratings of A or higher in good standing and qualified to do business in each jurisdiction where the work is performed.

Insurance	Minimum Limits
Workers' compensation	Statutory limits
Employers' liability	$1M each accident for bodily injury by accident $1M each employee for bodily injury by disease $1M policy limit for bodily injury by disease
Commercial general liability[1]	$2M per occurrence $2M personal and advertising injury $2M products and completed operations $2M general aggregate
Automobile liability- Hired, Owned and Non-Owned	$1M combined single limit
Professional liability / Errors and Omissions[2]	$2M per claim $2M annual aggregate

Other Insurance Provisions

1. The Identified Insurance shall name the City of Tybee Island, Georgia as additional party insured (***Additional Insureds***), covering all the activities of Contractor with respect to the performance of this Agreement.

2. The Identified Insurance shall also:

   (a) require us to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy;

[1] Such limits may be provided through a combination of umbrella and primary policies, in form no less broad than a standard ISO CG 00 01. Such insurance shall include products-completed operations coverage with a limit of no less than $1,000,000 per occurrence.

[2] If coverage is written on a claims-made basis, any retroactive date shall be no later than the effective date of this Agreement; and continuous coverage shall be maintained or an extended discovery period will be exercised for a period of six years beginning from the time that services under this Agreement are completed. Coverage shall include defense costs and shall apply to liability arising from Vendor's, acts, errors, and/or omissions.

(b) be primary to insurance maintained by us or our affiliates (and insurance maintained by us and/or our affiliates shall be non-contributory to such insurance);

(c) endorsed to waive rights of recovery by subrogation in favor of us and our affiliates; and

(d) in the case of policies or provisions relating to products, completed operations and professional liability, survive termination or expiration of this Agreement.

3. Contractor shall furnish to us upon request certificates of insurance evidencing all Identified Insurance (including without limitation, an Acord form) and, at least thirty (30) days prior to the expiration of a policy, certificates evidencing additional or renewal policies.

4. All Identified Insurance shall be written on an occurrence basis except for Contractor's professional liability insurance, which may be written on a claims-made basis. Any deductibles or self-insured retentions shall be the sole responsibility of Contractor, and coverage shall apply for the benefit of us and all additional parties insured as if no deductible or self-insured retention applied.

5. To the fullest extent allowed by law, Contractor hereby waives all rights of recovery in favor of the Additional Insureds and the Indemnitees.

6. Contractor shall bear the risk of loss with respect to any owned, leased, rented or borrowed vehicles, equipment, data, tools or other personal property. Contractor shall bear the risk of loss with respect to any of its expenses or loss of income.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Oakbridge Insurance Agency LLC 601 Mary Street Waycross GA 31501	CONTACT NAME: Will Wilson, Jr CIC PHONE (A/C, No, Ext): 912-490-5524 FAX (A/C, No): E-MAIL ADDRESS: wwilson@oakbridgeinsurance.com
INSURED T&TFENC-01 T & T Fencing Company, Inc 3930 Brunswick Hwy Waycross GA 31503	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Frankenmuth Insurance Company — 13986 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 422165742 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [X] LOC OTHER:			6710989	2/1/2026	2/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6710988	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6710989	2/1/2026	2/1/2027	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6710987	2/1/2026	2/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			6710989	2/1/2026	2/1/2027	Policy Limit	100,000

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

CERTIFICATE HOLDER

City of Tybee Island
PO Box 2749
Tybee Island GA 31328

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

NOTICE TO PROCEED

TO: T&T Fencing Company, Inc.

DATE: _____

PROJECT: SOLOMON PARK DARK PARK FENCE INSTALLATION PROJECT

You are hereby notified to commence work at _____ in accordance with the Contract dated _____, and you are to fully and satisfactorily complete the work to the point of Final Acceptance within 180 days from this Notice.

The City of Tybee Island, Georgia (OWNER)

By _____
(SIGNATURE)

_____
(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this day of _____, 2026.

_____
T&T Fencing Company, Inc.

_____
(TITLE)

WAIVER AND RELEASE OF LIEN

FROM: _____

TO: City of Tybee Island, Georgia (Owner of Project)

PROJECT: CITY OF TYBEE ISLAND, GEORGIA, SOLOMON PARK DOG PARK FENCE INSTALLATION PROJECT

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, having been employed by The City of Tybee Island, Georgia, to furnish labor and/or materials for the referenced Project, does hereby waive and release any and all lien and claim or right to lien and claim against the City of Tybee Island, Georgia, on the referenced Project on account of labor or materials, or both furnished for the referenced Project.

2. The undersigned further certifies that to the best of its knowledge and belief, there are no unsatisfied or outstanding claims of any character arising out of the furnishing of labor and/or materials for the referenced Project.

3. The undersigned further agree that, after execution of this document, it will defend at its expense, and save the City of Tybee Island, Georgia, harmless from any and all claims or liens arising out of the undersigned's furnishing of labor and/or materials for the referenced Project.

4. The undersigned has executed this document in order to induce the City of Tybee Island, Georgia, to make final payment to and in no way acts as a release of any claim the undersigned may have against parties other than the City of Tybee Island, Georgia, arising out of the furnishing of labor and/or materials for the referenced Project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this ____ day of _____, 2026.

_____

STATE OF _____

COUNTY OF _____

Personally appeared before me the undersigned Notary Public in and for said County and State _____, who is known to me and who, after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

_____

NOTARY PUBLIC

AFFIDAVIT

Contractor Affidavit Under OCGA 36-91-21(e)

Personally appeared before the undersigned officer duly authorized to administer oaths, Alesha Daniel who, being duly sworn, states as follows:

The undersigned hereby execute under oath this affidavit verifying compliance with the provisions of O.C.G.A. § 36-91-21(e) and attest that he has not directly or indirectly made any effort by himself or otherwise to prevent or attempt to prevent competition in the bidding or proposals by any means whatsoever. The undersigned further attests that he has not attempted to prevent or endeavored to prevent anyone from making a bid or proposal by any means whatever nor caused or induced anyone to withdraw a bid or proposal for the work. The undersigned further attests that he is the sole agent or officer who have acted for or represented the corporation in bidding for or procuring the contract.

This oath is made in order to be filed with the officer whose duty it is to make payment under the contract.

THIS 4 day of November, 2026.

Alesha Daniel
T&T Fencing Company, Inc.

President
Title

Sworn to and subscribed before me,
this 4 day of November 2026.

ROBERT W WILLIAMS NOTARY PUBLIC PIERCE COUNTY, WASHINGTON MY COMMISSION EXPIRES FEB. 2, 2029

Notary Public

ITB 2026-111: SOLOMON PARK FENCE INSTALLATION FOR SMALL AND LARGE DOG PARKS
BID TAB BREAKDOWN

					BLACK CREEK		FOUNDERS			
			T&T FENCING CO, INC		CONSTRUCTION, INC.		FACILITY SERVICES		C & C FENCE, LLC	
ITEM				TOTAL		TOTAL		TOTAL		TOTAL
NO.	DESCRIPTION	QUANITY	UNITS	PRICE	UNITS	PRICE	UNITS	PRICE	UNITS	PRICE
1	Furnish and Install 9-Gauge 8-foot high steel chain link fence, complete as specified	1,000	$11.00	$11,000.00	$26.48	$26,480.00	$16.00	w	$21.50	$21,500.00
2	Furnish and Install 9-Gauge 8-foot high, 5-foot wide walk gates, complete as specified	4	$600.00	$2,400.00	$1,086.29	$4,345.16	$1,400.00	$5,600.00	$804.00	$3,216.00
3	Furnish and Install 9-Gauge 8-foot high, 12-foot wide maintenance gates, complete as specified	2	$1,200.00	$2,400.00	$1,878.48	$3,756.96	$2,800.00	$5,600.00	$1,608.00	$3,216.00
4	Furnish and Install 3-inch diameter terminal end posts, complete as specified	24	$200.00	$4,800.00	$209.17	$5,020.08	$325.00	$7,800.00	$235.00	$5,640.00
5	Furnish and Install 2-3/8-inch diameter line posts, complete as specified	155	$80.00	$12,400.00	$119.96	$18,593.80	$180.00	$27,900.00	$178.33	$27,641.15
6	Furnish and Install heavy duty hinges, complete as specified	20	$30.00	$600.00	$54.70	$1,094.00	$90.00	$1,800.00	$52.40	$1,048.00
7	Furnish and Install privacy slats, complete as specified	4,000	$3.00	$12,000.00	$3.20	$12,800.00	$3.25	$13,000.00	$5.00	$20,000.00
8	Furnish and Install top rails, complete as specified	1,000	$3.00	$3,000.00	$5.01	$5,010.00	$9.00	$9,000.00	$10.50	$10,500.00
9	Furnish and Install mid rails, complete as specified	1,000	$4.00	$4,000.00	$5.94	$5,940.00	$9.00	$9,000.00	$12.00	$12,000.00
10	Furnish and Install bottom rails, complete as specified	1,000	$5.80	$5,800.00	$5.96	$5,960.00	$12.30	$12,300.00	$12.00	$12,000.00
			TOTAL	**$58,400.00**	**TOTAL**	**$89,000.00**	**TOTAL**	**$92,000.00**	**TOTAL**	**$116,761.15**

INVITATION TO BID
ITB NO. 2026-111

CITY OF TYBEE ISLAND
SOLOMON PARK FENCE INSTALLATION FOR SMALL AND LARGE DOG PARKS

BID DUE: TUESDAY OCTOBER 20, 2026 at 2:00pm

PRE-BID MEETING: NONE

CITY OF TYBEE ISLAND, GEORGIA

BRIAN WEST, MAYOR

MICHAEL "SPEC" HOSTI, MAYOR PRO TEM
NICK SEARS
KATHRYN WILLIAMS
TONY PLOUGH
CAMERON JACKSON
NICK HALE

DOCUMENT CHECK LIST

The following documents are contained in and made a part of this Invitation to Bid, or are required to be submitted with the bid. It is the responsibility of the Bidder to read, complete and sign, where indicated, and return these documents with his/her bid. **FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF THE BIDDER.**

INTRODUCTION

SPECIFICATIONS AND REQUIREMENTS

INSTRUCTIONS TO BIDDERS

GENERAL INFORMATION

SURETY REQUIREMENTS

ATTACHMENTS: A. SIGNATURE SHEET; B. CONTRACTOR AFFIDAVIT; C. SUBCONTRACTOR AFFIDAVIT; D. SAVE AFFIDAVIT; E. W-9/VENDOR INFORMATION; F. DEBARMENT CERTIFICATION; G. BID SHEET; H. CHECKLIST

INTRODUCTION

This is an invitation to bid to supply the City of Tybee Island, Georgia (sometimes hereinafter referred to as "Owner") with products or services as indicated herein.

Sealed bids must be received by 2:00pm local time, on Tuesday October 20, 2026. The City of Tybee Island reserves the right to reject any or all bids.

No pre-bid meeting will be held.

METHOD OF AWARD: If the City of Tybee Island awards a contract from this ITB, it will be awarded to the responsible bidder with the lowest responsive bid. Bidders must respond completely by filling in all applicable blanks. Bids are subject to the terms and conditions of this Invitation to Bid.

Signature of bidder indicates understanding and compliance with attached terms and conditions and all other specifications made a part of this ITB, and any subsequent award or contract. All terms, conditions and representations made within this ITB will become an integral part of the contract. Nothing contained within this ITB is indicative of intent by the City of Tybee Island to reimburse the bidder, in whole or in part, for any costs associated with preparation, submission, or presentation of bids.

Instructions for preparation and submission of a bid are contained in this ITB package. Please note that specific forms for submission of a bid are required.

The City of Tybee Island has an equal opportunity purchasing policy to assure all procurement procedures are conducted in a manner that provides maximum open and free competition. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by the City. The City provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap.

The City is seeking a bid package for service or materials equal to or exceeding specifications set forth on the attached pages. Bidders not meeting these standards will be rejected. The attached specifications become and remain a part of this ITB.

All responses, inquiries, or correspondence relating to, or in reference to, this ITB, and all reports, charts, displays, schedules, exhibits and other documentation by the bidders will become the property of the City when received. The City retains the right to use any or all ideas presented in any response to this ITB, whether amended or not. Selection or rejection of the bid does not affect this right.

BACKGROUND AND SCOPE OF SERVICES:

The City of Tybee Island seeks qualified bidders for the installation of 1,020 linear feet of eight (8) foot high commercial grade chain link fence, with top, mid, and bottom rails for two (2) proposed dog parks in the new Solomon Park located at 89 Polk Street, Tybee Island, GA, 31328, which is owned by the City of Tybee Island. A map showing the location of the dog parks is in Attachment A: Park Layout.

Each dog park will have an unleashing area that shall be fifteen (15) feet wide and twenty (25) feet in length with two eight (8) feet high by five (5) foot wide gates.

Each dog park will also have one (1) double-wide maintenance gate that is eight (8) feet high by twelve (12) feet in length for equipment and vehicles to access the dog parks.

The new chain link fence shall adhere to the requirements as shown in the Scope of Services of this ITB.

The bid will be awarded on the total bid of the installation of the chain link fence, rails, gates, and privacy slats.

SCOPE OF SERVICES:

BASE BID:

The CONTRACTOR shall provide all necessary labor, equipment, and materials to complete the scope of services as listed below.

The CITY OF TYBEE ISLAND will obtain all the necessary permits required for the completion of this project.

The CONTRACTOR shall provide all materials to meet the following requirements:

FABRIC MATERIAL SPECIFICATIONS:

WIRE GAUGE: **9-Gauge** steel wire (approximately 0.148 inches thick).

MESH SIZE: Standard 2-inch diamond mesh opening, which is the distance between the parallel sides of the mesh.

SELVAGE: Knuckled or twisted (Top and bottom edges are bent or twisted) to eliminate sharp points.

COATING: Hot-dip galvanized with a heavy zinc coating (e.g. ASTM A392 Class 1) to prevent rust, or vinyl/polymer coated (black) over galvanized wire.

FRAMEWORK SPECIFICATIONS:

All framework materials shall conform to ASTM F1043/F1083 requirements,

TERMINAL POSTS (END, CORNER, AND GATE): Larger diameter and heavier wall thickness than line posts shall be **3-inches in diameter.** The cost of the terminal post end caps shall be included in the unit price of the terminal posts.

LINE POSTS (INTERMEDIATE): **2-3/8 – inch diameter posts** (outside diameter), spaced evenly at a maximum of **6-foot intervals** center on center. The cost of the intermediate post end caps shall be included in the unit price of the intermediate posts.

TOP RAIL: Horizontal support pipe running continuously through the line post caps, shall be **1-5/8 – inch in diameter.** The unit cost of the top rail shall include all necessary hardware, clamps, and wires to secure the rails per manufacturer's specifications.

MID RAIL: Horizontal support pipe running continuously, shall be **1-5/8 – inch in diameter.** The unit cost of the mid rail shall include all necessary hardware, clamps, and wires to secure the rails per manufacturer's specifications.

BOTTOM RAIL: Horizontal support pipe running continuously, shall be **1-5/8 – inch in diameter.** The unit cost of the bottom rail shall include all necessary hardware, clamps, and wires to secure the rails per manufacturer's specifications.

TENSION WIRE: A **7-Gauge** bottom tension wire shall run continuously to keep the fabric taut. Th cost of the tension wire shall be included in the unit cost of the bottom rail and be installed per manufacturer's specifications.

POST DEPTH AND FOUNDATIONS:

POST HOLE DEPTH: Set in concrete footings typically **30 to 36 inches deep** (plus an extra 3-inches of gravel for drainage). The cost for excavation of the foundation and concrete shall be included in the unit cost of the poles.

HOLE DIAMETER: Generally 3 to 4 times the outside diameter of the post (Typically 8-12 inches wide).

SETTING DEPTH: Ensure posts are set deep enough in concrete so the top rail and fabric sit at the correct height, leaving about 2-inches of clearance at the bottom of the mesh.

POST SPACING AND SIZES:

LINE POST SPACING: Space intermediate line posts shall be a maximum of **6-foot intervals** center on center. **2-**These posts shall be a minimum **2-3/8-inch in diameter.**

TERMINAL POSTS (CORNER, ENDS, GATES): Install at all directional changes, ends, and gate openings. The larger posts shall be a minimum of **3-inches in diameter.**

HINGES, CLAMPS, AND HARDWARE SPECIFICATIONS:

MATERIAL AND CONSTRUCTION: Hardware shall be manufactured from pressed steel, heavy malleable iron, or high-strength 304 stainless steel. All hardware shall be Hot-dip galvanized with a heavy zinc coating (e.g. ASTM A392 Class 1) to prevent rust, or vinyl/polymer coated (black) over galvanized wire.

SIZE AND COMPATIBILITY: Sized by the outside diameter of both the grate frame and the gate post

OFFSET/HINGES: Allow for a standard 90-degree swing in either direction for the manual single gates. 180-degree hinge designed to let the gate swing fully pend and fold back flat against the fence line shall be used on the double-wide maintenance gates.

HARDWARE INCLUDED: Heavy-duty U-bolts, nuts, and carriage bolts sized to securely clamp the assembly into the round commercial framework without slipping. All hardware shall be installed per manufacture's specifications on spacing and sizing. The cost of all hardware shall be included in the unit prices.

QUANTITY REQUIREMENTS: Two (2) hinges will be required for the single gates and three (3) hinges will be required for the maintenance gates.

PRIVACY SLATS:

MATERIALS: extruded from High-Density Polyethylene (HDPE) or Poly-vinyl Chloride (PVC) with color pigments and ultraviolet (UV) inhibitors to prevent fading or cracking.

DIMENSION AND SIZING: Slats shall be approximately 4-foot in length to run from the bottom rail to the mid rail. The width of shall be designed to be compatible with the mesh size of the fence.

1. INSTRUCTIONS TO BIDDERS

Purpose: The purpose of this document is to provide general and specific information for use in submitting a bid to supply the City of Tybee Island with equipment, supplies, and/or services as described herein. All ITBs are governed by the Code of the City of Tybee Island, Georgia, 15-2015 Sec 1, Art VII, Procurement, Sec 2-400, and the laws of the State of Georgia.

Bidders must carefully review all provisions of, and attachments to, this document prior to submission. Each bid constitutes an offer and cannot be withdrawn except as provided herein. This ITB and any attachments, plans, and/or other related documents can be found on the City's website at https://www.cityoftybee.org/Bids.aspx. **It is incumbent upon the bidder to check the website for additional information and/or addendums.**

1.1 How to Prepare Bids:

All Bids must be:

a. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**

b. Bids must be signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the Bid. ALL SIGNATURE SPACES MUST BE SIGNED.

1.2 How to Submit Bids:

One original, and one electronic copy (usb flash drive) must be submitted in a sealed opaque envelope, plainly marked with the ITB number and title, and bidder's company name, to the office of the address below prior to the time specified. Include all required attachments, which can be found at the end of this document.

- **Include all requested documents, in addition to a W-9 and certificate of insurance, and required bid bond.**

- **City/County Occupational Tax Certificate Requirement: Contractor must supply a copy of their Occupational Tax Certificate as proof of payment of the occupational tax where their office is located. In addition, if a contract is awarded, contractors that are not located on Tybee Island are required to obtain a Tybee Island contractor registration. Contact Aleesha Robinson for additional information, at 912-472-5072, or in person at Tybee Island City Hall 403 Butler Ave, Tybee Island, Ga**

- **All Bids must be hand delivered, mailed, or sent by courier in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.**

- **Courier or hand deliver bid package to:**

ALEESHA ROBINSON
TYBEE ISLAND CITY HALL
403 BUTLER AVE - BLDG A
TYBEE ISLAND, GA. 31328

- **Bids may be submitted via US Mail, but bidders choosing this method should allow *at least* an additional 24 hours for delivery:**

  ALEESHA ROBINSON
  CITY OF TYBEE ISLAND
  PO BOX 2749
  TYBEE ISLAND, GA. 31328

FAXED OR E-MAILED COPIES WILL NOT BE CONSIDERED. BIDS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED.

1.3 How to Submit an Objection:

Potential bidders must present any written objection to this ITB at least seven (7) days prior to the bid due date. The objections contemplated may pertain to form and/or substance of the ITB documents. Objections must be made in writing to the Purchasing agent, Aleesha Robinson, Email **aleesha.robinson@cityoftybee.gov**, subject line: Objection to ITB #2026-111: Solomon Park Fence Installation for Small and Large Dog Parks.

1.4 Errors in ITB responses:

Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications of this ITB before submitting bids. Failure to do so will be at the Bidder's own risk. In case of error in extension of prices in the ITB or bid, the unit price will govern.

1.5 Questions concerning ITB:

Questions, inquiries, suggestions, or requests concerning interpretation, clarification or additional information concerning any portion of this ITB must be made by email, sent to the below named individual who will be the official point of contact for this ITB. Questions must be submitted at least seven days before the bid due date.

Mark subject line on e-mail **"Questions on ITB 2026-111: Solomon Park Fence Installation for the Small and Large Dog Parks.**

POINT OF CONTACT:
Aleesha Robinson
Aleesha.robinson@cityoftybee.gov

Failure of a Bidder to ask questions, request changes, or submit objections by the dates indicated above shall constitute the Bidder's acceptance of all of the terms, conditions and requirements set forth in this ITB.

1.6 Addendums to ITB:

Any changes to the conditions or specifications in this ITB must be in the form of a written addendum to be valid. If the City of Tybee Island issues an addendum to this ITB, it will be posted by the Purchasing Agent on the City's website.

The issuance of a written addendum by the Purchasing Agent is the only official method by which interpretation, clarification or additional information will be given. The City of Tybee Island will not be responsible for any oral representation given by any employee, representative or others.

Bidder must acknowledge each addendum in the bid. **It is solely your responsibility as a bidder to ensure that you have received all addenda and incorporated the changes into your bid response before submission. Signed addenda must be returned with bid.** Unless otherwise specified in an addendum, the due date and time remains as listed above.

2 GENERAL INFORMATION

2.1 Specifications:

Any obvious error or omission in specifications will not inure to the benefit of the bidder but will put the bidder on notice to inquire of or identify the same from the City of Tybee Island. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., will be construed to be the minimum requirements of these specifications.

2.2 Standards for Acceptance of Bid for Contract Award:

City of Tybee Island reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of City of Tybee Island. City of Tybee Island reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.

2.3 Bidder: Whenever the term "bidder" is used it will encompass the "person," "business," "supplier," "vendor," or other party submitting a bid (a binding offer) to City of Tybee Island in such capacity before a contract has been entered into between such party and City of Tybee Island.

2.4 Responsible / Responsive bidder: *Responsible bidder* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive bidder* means a person or entity that has submitted a bid that conforms in all material respects to the requirements set forth in this ITB.

2.5 Compliance with Laws: The bidder will obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and comply with any and all other standards or regulations required by federal, state, county or city statute, ordinances and rules during the performance of any contract between the contractor and City of Tybee Island. Any such requirement specifically set forth in any contract document between the contractor and City of Tybee Island will be supplementary to this section and not in substitution thereof.

2.6 Contractor: Contractor or subcontractor means any person or business having a contract with City of Tybee Island. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.

2.7 **Security & Immigration Compliance:** On 1 July 2007, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. **No bids will be considered unless a signed E-Verify Affidavit is enclosed with the submittal package.**

Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at http://www.dol.state.ga.us/spotlight/employment/rules. You may go to http://www.uscis.gov to find the E-Verify information.

Systematic Alien Verification for Entitlements (SAVE) Program: O.C.G.A. 50-36-1 required Georgia cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program.** SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the City are considered "public benefits." Responders are required to provide the Affidavit Verifying Status for City of Tybee Benefit Application prior to receiving any City contract. The affidavit is included as part of this ITB package.

Protection of Resident Workers. City of Tybee Island actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers can hire only persons who can legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of any hiree, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor will establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

2.8 **Permitting and Approvals:** The contractor that is awarded the contract will be responsible for securing all necessary federal, state and local approvals required for the project.

2.9 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from bid opening date, unless otherwise stated in the ITB.

2.10 **Quality:** All materials or supplies used for, or the workmanship employed in, any construction necessary to comply with this bid, will be of the best quality, and adhere to the highest industry standards.

2.11 **Guarantee/Warranty:** Unless otherwise specified by the City of Tybee Island, the Bidder will unconditionally guarantee the materials and workmanship for one (1) year from completion of the project or delivery of goods. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, will repair or adjust the condition, or replace the material and/or services to comply with the contract requirements and applicable standards thereof. These repairs, replacements or adjustments will be made only at such time as will be designated by the City of Tybee Island as being least detrimental to the operation of the City.

2.12 **Liability Provisions:** Where bidders are required to enter or go onto City of Tybee Island property to take measurements or gather other information in order to prepare the Bid as requested by the City, the bidder will be liable for any injury, damage or loss occasioned

by negligence of the bidder, its agent, or any person the bidder has designated to prepare the bid and will indemnify and hold harmless City of Tybee Island from any liability arising there from. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with City of Tybee Island.

2.13 Cancellation of Contract: The contract may be canceled or suspended by City of Tybee Island in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next lowest bidder, for articles and/or services specified or they may be purchased on the open market. The defaulting Contractor (or its surety) will be liable to City of Tybee Island for costs to the City of Tybee Island in excess of the defaulted contract prices. See the contract documents for complete requirements.

2.14 Certification of Independent Price Determination: By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and

c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

2.15 Qualification of Business (Responsible Bidder): the Scope of Work, specifications and plans define a responsible Bidder as one who meets, or by the date of the bid acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required. The City has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested. The City has the right to disqualify the bid of any bidder as being unresponsive or un-responsible whenever such Bidder cannot document the ability to deliver the requested product or service.

2.16 Insurance Provisions, General: The selected proposer to whom the contract is awarded will be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance must be included in the proposal.

a. General Information that must appear on a Certificate of Insurance:
   i. Name of the Producer (proposer's insurance Broker/Agent).
   ii. Companies affording coverage (there may be several).
   iii. Name and Address of the Insured (this is the Company or Parent of the firm the City is contracting with).
   iv. A Summary of all current insurance for the insured (includes effective dates of coverage).
   v. A brief description of the operations to be performed, the specific job to be performed, and contract number.
   vi. Certificate Holder (**Must include the City of Tybee Island as a certificate**

holder and an additional insured).

THE INSURANCE CERTIFICATE IS TO IDENTIFY THE CITY OF TYBEE ISLAND AS A CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED FOR GENERAL, AUTO, UMBRELLA, AND EXCESS LIABILITY COVERAGES.

b. Minimum Limits of Insurance to be maintained for the duration of the contract:

i. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor. This policy coverage includes premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: **$2,000,000** bodily injury and property damage per occurrence and annual aggregate.

ii. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: **$500,000** for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.

iii. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: **$2,000,000** combined single limit per accident for bodily injury and property damage. Coverage must be written on an Any Auto basis.

THE INSURANCE REQUIREMENTS AND LIMITS STATED HEREIN MAY BE SATISFIED BY A COMBINATION OF PRIMARY, UMBRELLA &/OR EXCESS COVERAGES.

c. Special Requirements:

i. **Extended Reporting Periods**: The Contractor must provide the City of Tybee Island with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.

ii. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies will not affect coverage provided in relation to this request.

iii. **Cancellation:** Each insurance policy that applies to this request must be endorsed to state that it will not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the City of Tybee Island.

iv. **Proof of Insurance:** City of Tybee Island must be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of

insurance are to be submitted prior to, and approved by, the City of Tybee Island before services are rendered. The Contractor must ensure Certificate of Insurance is updated for the entire term of the City of Tybee Island contract.

v. **Insurer Acceptability:** Insurance is to be placed with an insurer licensed to do business in the State of Georgia, and having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five-year basis, the current total Best's rating will be used to evaluate insurer acceptability.

vi. **Lapse in Coverage:** A lapse in coverage will constitute grounds for contract termination by the City of Tybee Island Mayor and Council.

vii. **Deductibles and Self-Insured Retention**: Any deductibles or self-insured retention must be declared to, and approved by, the City of Tybee Island. At the option of the City of Tybee Island, either: the insurer will reduce or eliminate such deductibles or self-insured retention as related to the City of Tybee Island, its officials, officers, employees, and volunteers; or the Contractor will procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

viii. **Primacy:** The insurance coverages provided are to be primary to insurance maintained by the City (and insurance maintained by us shall be non-contributory to the insurance provided by the selected proposer).

ix. **Waiver of Subrogation:** The insurance coverages provided must also contain an endorsement waiving rights of recovery by subrogation.

2.17 Compliance with Specification - Terms and Conditions: The ITB, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the Bid and by reference are made a part hereof.

2.18 Signed Bid Considered Offer: The signed Bid will be considered a binding offer on the part of the Bidder, which offer will be deemed accepted upon approval by the City of Tybee Island Mayor and Council, Purchasing Agent or designee, as may be applicable. In case of a default on the part of the Bidder after such acceptance, the City of Tybee Island may take such action as it deems appropriate, including legal action, for damages or lack of required performance.

2.19 Notice to Proceed: The successful bidder must not commence work under this ITB until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee, or as specified in the Special Conditions. If the successful Bidder does commence any work or deliver items prior to receiving official notification, it does so at its own risk.

2.20 Protest Policy: Any bidder who is aggrieved in connection with the award of a contract may file a protest with the Purchasing Agent. The protest must be submitted in writing no later than 48 hours after the bid opening. Protests must be made in writing to the Purchasing agent, Aleesha Robinson at aleesha.robinson@cityoftybee.gov, with the subject line Protest: ITB #2026-111: Solomon Park Fence Installation for Small and Large Dog Parks must include the following information:

a. Name, address, email address, and telephone numbers of the protester;

b. ITB number;
c. Detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protester;
d. Copies of supporting documents, if any;
e. Statement of relief requested;
f. All information establishing that the protester is an interested party for the purpose of filing a protest on an award decision;
g. All information establishing the timeliness of the protest.

2.21 Payment to Contractors: Instructions for invoicing the City of Tybee Island for products delivered to the City are specified in the contract document.

a. Questions regarding payment may be directed to the Accounting Department at 912-472-5072 or City of Tybee Island's Project Manager as specified in the contract documents.

b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.

c. Upon completion of the work or delivery of the products, the Contractor will provide the City of Tybee Island with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the City of Tybee Island have been paid in full.

d. City of Tybee Island is a tax-exempt entity. Every contractor, vendor, business or person under contract with City of Tybee Island is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to City of Tybee Island by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.22 Owner's Rights Concerning Award: The Owner reserves the right, and sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right, and sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended, or that fails to suit the needs of the City as determined by the Owner in its sole discretion. In judging whether the Bidder is responsible, the Owner will consider, but is not limited to consideration of, the following:

a. Whether the Bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from contracting by any state or federal agency, department, or authority;

b. Whether the Bidder or principals have been terminated for cause or are currently in default on a public works contract;

c. Whether the Bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
d. Whether the Bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the Bidder's contract obligations.

2.23 **Debarred or Suspended Subcontractors:** Contractor will not subcontract, and will ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal Excluded Parties List System (EPLS) at https://www.epls.gov or the State of Georgia, DOAS, State Purchasing Exclusion listing, or other local government entity. This includes pending litigation or claims with the City or other government entities. Contractor will immediately notify City of Tybee Island in the event any subcontractor is added to a Federal, State or other Government Entity listing after award of the subcontract.

2.24 **Cone of Silence:** Lobbying of procurement team members, City employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or contract by any member of a bidder's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions will render your bid invalid.

2.25 **Georgia Open Records Act:** The responses will become part of the City of Tybee Island's official files without any obligation on the City of Tybee Island's part. Ownership of all data, materials and documentation prepared for and submitted to City of Tybee Island in response to a solicitation, regardless of type, will belong exclusively to City of Tybee Island and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. Seq., unless otherwise provided by law.

It is the responsibility of the Bidder to notify the City of any documents turned over which contain trade secrets or other confidential matters. A Bidder submitting records which the entity or person believes contains trade secrets that wishes to keep such records confidential pursuant to O.C.G.A. § 50-19-72(34) will submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia.

City of Tybee Island will not be held accountable if material from bids is obtained without the written consent of the bidder by parties other than the City of Tybee Island, at any time during the solicitation and evaluation process.

2.26 **Georgia Trade Secret Act of 1990:** In the event a Bidder submits trade secret information to the City of Tybee Island, the information must be clearly labeled as a Trade Secret. The City of Tybee Island will maintain the confidentiality of such trade secrets to the extent provided by law.

2.27 **Contractor Records:** The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the City of Tybee Island. This applies to those specific contracts currently in effect and those that have been completed or closed for up three (3) years following completion.

2.28 **Method of Compensation:** The compensation provided for herein will include all claims by the contractor for all costs incurred by the contractor in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount will be paid to the contractor after receipt of the invoice and approval of the amount by the City of Tybee Island. The City will make payments to the contractor within thirty (30) days from the date of receipt of the contractor's acceptable statement on forms prepared by the contractor and approved by the City of Tybee Island.

Should the Project begin within any one month, the first invoice will cover the partial period from the beginning date of the Project through the last day of the month (or on a mutually agreeable time) in which it began. The invoices will be submitted each month until the Project is completed. Invoices will be itemized to reflect actual expenses for each individual task; also refer to the requirements concerning changes, delays and termination of work pursuant to provisions of the contract. Each invoice will be accompanied by a summary progress report, which outlines the work accomplished during the billing period and any problems that may be inhibiting the Project execution. The terms of this contract are intended to supersede all provisions of the Georgia Prompt Pay Act.

As long as the gross value of completed work is less than 50% of the total contract amount, or if the contractor is not maintaining his construction schedule to the satisfaction of the engineer, the City of Tybee Island will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the engineer acting on behalf of the City of Tybee Island.

After the gross value of completed work becomes to or exceed 50% of the total contract amount within a time period satisfactory to the City of Tybee Island, then the total amount to be retained will be reduced to 5% of the gross value of the completed work as indicated by the current estimate approved by the engineer, until all pay items are substantially completed.

When all work is completed and time charges have ceased, pending final acceptance and final payment the amount retained will be further reduced at the discretion of the City of Tybee Island.

The Contractor may submit a final invoice to the City of Tybee Island for the remaining retainage upon City's acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due will be paid by the City to the Contractor when work has been fully completed and the contract fully performed, except for the responsibilities of the Contractor which survive final payment. The making of final payment will constitute a waiver of all claims by the City except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the Contract Documents, or terms of any warranties required by the Contractor Documents or those items previously made in writing and identified by the City as unsettled at the time of final application for payment. Acceptance of final payment will constitute a waiver of all claims by the Contractor, except those previously made in writing and identified by the Contractor as unsettled at the time of final application for payment.

2.29 Terms of Contract:

a) Contract is a one-time contract to follow award of project.

b) The contract will provide that the venue for any dispute will be in Chatham County, and Georgia law will control.

c) The contract will not contain any obligation for the City to indemnify the other party to the contract or any other entity or person.

d) All other terms will be consistent with the ITB and the bid documents submitted, each of which will be incorporated into and made a part of the contract.

e) The final terms will be agreed upon by each party, including approval by the

Mayor & Council of the City of Tybee Island.

2.30 **Audits and Inspections**: The contractor and his subcontractors will make available to the City of Tybee Island for examination of all its records with respect to all matters covered by this Contract. It will also permit the City of Tybee Island and/or representatives of the Finance Department to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited will be available for inspection between 8am and 5pm in the main offices of the City of Tybee Island or during normal business hours at the offices of the Contractor, as requested by the City of Tybee Island.

2.31 **Liquidated Damages:** Owner and Contractor recognize that time is of the essence of this Agreement and that the owner will suffer financial loss if the work is not completed within the times specified in the contract, plus any extensions thereof allowed. **Contract will be completed within 90 days from the Notice of Award.** The parties also recognize the damages or loss caused by the failure to complete the work on time is difficult or impossible to accurately estimate, and the parties hereby stipulate that the sum of Five Hundred Dollars ($500) per day is a reasonable pre-estimate of the probable damages or loss incurred by Owner for delay in completion of construction. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall be liable to Owner for the sum of Five Hundred dollars ($500.00) for each day that the work is not completed as specified in the contract and that this amount of liquidated damages is intended to solely provide for damages incurred by Owner and not as a penalty to Contractor.

3. BID, PERFORMANCE, AND PAYMENT BONDS:

a. Bid Surety: Each bid must be accompanied by a Bid Bond, issued by a surety company licensed to do business under the laws of the State of Georgia, and satisfactory to the City of Tybee Island in the amount of five percent (5%) of the total contract amount to ensure the bidder will enter into the contract as per bid. Bidder will forfeit this amount should it be offered a contract by the City and refuse or fail to promptly enter into such contract.

b. Performance Bond: Prior to the Agreement being signed, the Contractor shall furnish to the City of Tybee Island a Performance Bond issued by a surety company licensed to do business under the laws of the State of Georgia and satisfactory to the City of Tybee Island in the amount of one-hundred-percent (100%) of the total contract amount to ensure the Contractor's satisfactory performance.

c. Payment Bond: Also prior to the Agreement being signed, the Contractor shall furnish to the City of Tybee Island a Payment Bond issued by a surety company licensed to do business under the laws of the State of Georgia and satisfactory to the City of Tybee Island in the amount of one-hundred-percent (100%) of the total contract amount to ensure the Contractor's satisfactory payment of subcontractors and material suppliers.

d. The Contractor shall be solely responsible for keeping the surety informed as to the total contract price, significant changes in project scope, and overall progress and completion of project for the entire life of the contract.

e. If the surety on the bonds furnished by the Contractor is declared bankrupt or becomes insolvent, or it's right to do business in the State of Georgia is terminated, the Contractor shall within five (5) calendar days thereafter substitute other bonds

and surety acceptable to the City of Tybee Island. If the Contractor does not furnish the replacement bonds to the City of Tybee Island within the five (5) days, the City of Tybee Island may consider the Contractor in material breach of contract and take appropriate actions.

ATTACHMENT A

CITY OF TYBEE - INSTRUCTIONS TO BIDDER SIGNATURE SHEET

The Bidder certifies that he/she has examined all documents contained in this ITB package, and is familiar with all aspects of the ITB and understands fully all that is required of the successful Bidder. The Bidder further certifies that his/her Bid will not be withdrawn for sixty (60) days from the date on which his bid is submitted to the City.

The Bidder agrees, if awarded this Contract, he/she will:

A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all items indicated thereon as specified in this ITB for the bid amount; or,

B. Enter a contract with City of Tybee Island to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this ITB for the bid amount, and;

_____ _____

COMPANY DATE

_____ _____

SIGNATURE TITLE

_____

TELEPHONE NUMBER

MINORITY/FEMALE BUSINESS DEVELOPMENT PROGRAM: City of Tybee Island City Council established goals oriented to increase participation of minority and female owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A minority or women business is defined as a business that is at least 51% owned and managed by minority or women.

A responder that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid as proof of qualifications. Bidder that intends to engage in joint ventures or utilize sub-consultants must submit a report of Minority/Women Business Enterprise participation to Melissa Freeman, P.O. Box 2749, and City of Tybee Island, GA 31328.

African-American\Black_____ Asian American_____ Hispanic_____ Native American_____

Alaskan Indian_____ Female_____

ATTACHMENT B

CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CITY OF TYBEE ISLAND has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE___ DAY OF _____, 20__.

_____
NOTARY PUBLIC
My Commission Expires:

ATTACHMENT C

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of _____ (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A.§ 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub- subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on_____ ____, 20__ in _____city), ___(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,20__.

_____
NOTARY PUBLIC

My Commission Expires:

_____

ATTACHMENT D

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) _____ contract for a public benefit as referenced in O.C.G.A. § 50-36-1, from the CITY OF TYBEE ISLAND, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) _____ I am a United States citizen.

2) _____ I am a legal permanent resident of the United States.

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:_____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: _____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit will be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____(state).

_____
Signature of Applicant

_____
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE ___ DAY OF _____, 20____

_____
NOTARY PUBLIC
My Commission Expires:

ATTACHMENT E

CITY OF TYBEE ISLAND VENDOR INFORMATION

Vendor Name: _____

Product or Services Provided: _____

Sales Contact Information

Contact: _____ Email: _____

Phone: _____ Fax: _____

Address:

_____

Accounts Receivable Information

Contact: _____ Email: _____

Phone: _____ Fax: _____

Remittance Address: _____

Federal Tax Id #: _____

Attach Copy of W-9 and Current Business License

Provide Copy of Worker's Comp Coverage when providing any service involving labor on City property.
Our terms are net 30

ATTACHMENT F
CERTIFICATION REGARDING DEBARMENT

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below.

1. The certification referred to in this paragraph is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City of Tybee Island may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the City if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered participant," "persons," "lower tier covered transaction," "principal," "bid," and "voluntarily excluded," as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR part 29.

4. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City.

5. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this paragraph. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the City may pursue available remedies, including suspension and/or debarment.

NAME OF COMPANY: _____

COMPANY TAX ID: _____

NAME OF AUTHORIZED REPRESENTATIVE: _____

TITLE OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT G
BID SHEET
2026-111: SOLOMON PARK FENCE INSTALLATION FOR SMALL AND LARGE DOG PARKS

BASE BID

ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Furnish and Install 9-Gauge 8-foot high steel chain link fence, complete as specified	1,000	LF	**$**_____	**$**_____
2	Furnish and Install 9-Gauge 8-foot high, 5-foot wide walk gates, complete as specified	4	Each	**$**_____	**$**_____
3	Furnish and Install 9-Gauge 8-foot high, 12-foot wide maintenance gates, complete as specified	2	Each	**$**_____	**$**_____
4	Furnish and Install 3-inch diameter terminal end posts, complete as specified	24	Each	**$**_____	**$**_____
5	Furnish and Install 2-3/8-inch diameter line posts, complete as specified	100	Each	**$**_____	**$**_____
6	Furnish and Install heavy duty hinges, complete as specified	20	Each	**$**_____	**$**_____
7	Furnish and Install privacy slats, complete as specified	4,000	SF	**$**_____	**$**_____
8	Furnish and Install top rails, complete as specified	1,000	LF	**$**_____	**$**_____
9	Furnish and Install mid rails, complete as specified	1,000	LF	**$**_____	**$**_____
10	Furnish and Install bottom rails, complete as specified	1,000	LF	**$**_____	**$**_____

GRAND TOTAL **$**_____

_____

_____ **dollars**

ATTACHMENT H

CHECK LIST FOR SUBMITTING BID

Sign below and submit this sheet with BID

NOTE: All of the following items must be submitted with your bid to be considered "responsive". Remember to follow the Instructions in the ITB Documents.

SIGNED ADDENDUMS (IF APPLICABLE) _____

W-9 _____

OCCUPATIONAL TAX CERTIFICATE _____

CERTIFICATE OF INSURANCE _____

BID BOND _____

COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE BID:

- **A. SIGNATURE SHEET** _____
- **B. CONTRACTOR AFFIDAVIT** _____
- **C. SUBCONTRACTOR AFFIDAVIT** _____
- **D. SAVE AFFIDAVIT** _____
- **E. VENDOR INFORMATION** _____
- **F. DEBARMENT CERTIFICATION** _____
- **G. BID SHEET** _____
- **H. CHECK LIST** _____

_____
NAME/TILE

_____
COMPANY NAME

_____
ADDRESS

_____
CITY/STATE/ZIP

_____
PHONE NUMBER

_____
EMAIL

_____
SIGNATURE

T & T FENCING

October 20, 2026

Re: Solomon Park Fence Installation For Small and Large Dog Parks

To Whom It May Concern:

Attached is the bid as per the bid documents and specifications.

Please know that the specifications on this project are excessive per Standard ASTM on fencing. The project can be value engineered as listed below:

1. Bottom Tension Wire can be deleted. Bottom Tension Wire and Bottom Rail are used one vs the other. You do not use both. I do recommend bottom rail on dog parks.

2. Mid rail can be deleted and just install bracing at all terminal and gate posts.

3. Standard spacing on line posts is 10' with the exception of sports fields which sometimes uses 8' centers.

Thank you.

Alesha Daniel

Alesha Daniel

3930 Brunswick Hwy.
Waycross, GA 31503
912-283-3878
office@ttfenceco.com

PO Box 2749
403 Butler Avenue
Tybee Island, GA 31328
(912)786-4573

ADDENDUM NO. 1

Project: Solomon Park Fence Installation for Small and Large Dog Park

Project No. 2026-111

Owner: City of Tybee Island

Proposal Date: October 20, 2026

Time: 2:00 PM

Addendum Date: October 12 , 2026

IT IS INTENDED THAT PROPOSALS SUBMITTED ARE BASED ON THE INCLUSION OF ALL ADDENDA. PLEASE ATTACH ALL ADDENDA TO THE BID DOCUMENTS AND ACKNOWLEDGE RECEIPT OF SAME IN THE DESIGNATED PLACE ON THE PROPOSAL FORM

PART ONE - PROPOSAL DOCUMENTS

- The following changes were made to the ITB documents:
  - Updated Bid Form (Attachment G)
  - Update Drawing (Attachment 1)

PART TWO - PROPOSAL DOCUMENTS

- Attached Sheet

Alesha Daniel

ATTACHMENT G
UPDATED BID SHEET
2026-111: SOLOMON PARK FENCE INSTALLATION FOR SMALL AND LARGE DOG PARKS
BASE BID

ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Furnish and Install 9-Gauge 8-foot high steel chain link fence, complete as specified	1,000	LF	$ 11.00	$ 11,000.00
2	Furnish and Install 9-Gauge 8-foot high, 5-foot wide walk gates, complete as specified	4	Each	$ 600.00	$ 2,400.00
3	Furnish and Install 9-Gauge 8-foot high, 12-foot wide maintenance gates, complete as specified	2	Each	$ 1,200.00	$ 2,400.00
4	Furnish and Install 3-inch diameter terminal end posts, complete as specified	24	Each	$ 200.00	$ 4,800.00
5	Furnish and Install 2-3/8-inch diameter line posts, complete as specified	155	Each	$ 80.00	$ 12,400.00
6	Furnish and Install heavy duty hinges, complete as specified	20	Each	$ 30.00	$ 600.00
7	Furnish and Install privacy slats, complete as specified	4,000	SF	$ 3.00	$ 12,000.00
8	Furnish and Install top rails, complete as specified	1,000	LF	$ 3.00	$ 3,000.00
9	Furnish and Install mid rails, complete as specified	1,000	LF	$ 4.00	$ 4,000.00
10	Furnish and Install bottom rails, complete as specified	1,000	LF	$ 5.80	$ 5,800.00

GRAND TOTAL $Fifty Eight Thousand Four Hundred Dollars----------

_____

_____ **dollars**

Alesha Daniel

TREASURY/IRS AND UMB USE ONLY DRAFT

Form **W-9**
(Rev. January 2026)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, on page 2.

1 Name of entity/individual. An entry is required. (For a sole proprietorship or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

T&T Fencing Company Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 4):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3930 Brunswick Hwy.

Requester's name and address (optional)

6 City, state, and ZIP code

Waycross, Ga. 3153

7 List account number(s) here (optional)

See *Specific Instructions* on page 3.

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). Do not report the employer identification number (EIN) of a sole proprietorship or disregarded entity. For a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	8	–	2	6	2	2	4	2	3

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; and
5. ☐ I am exempt from information reporting as a U.S. digital asset broker within the meaning of Regulations section 1.6045-1(g)(4)(i)(A)(1) (other than a registered investment adviser). I claim exempt status under Regulations section 1.6045-1(c)(3)(i)(B)(12).

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.

Sign Here Signature of U.S. person Alisha Daniel Date 01 / 05 / 2026

Cat. No. 10231X

Form **W-9** (Rev. 1-2026) Created 8/27/25

DRAFT - DO NOT FILE

DRAFT - DO NOT FILE

Ware County

Opportunity in every direction.

Business License 2026

Name: **T & T FENCING CO, INC**

Type of Occupation: **RETAIL TRADE - GENERAL MERCHANDISE STORES**

Owner: **ALESHA M DANIEL**

3930 BRUNSWICK HWY
Location

3930 BRUNSWICK HWY WAYCROSS
GA 31503
Mailing Address

Maga Williams
Authorized Signature

License #: **1072**

Issued Date: **03/03/2026**

Expire Date: **04/15/2027**

Not Transferable
Must be posted in a visible location in the business establishment

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Oakbridge Insurance Agency LLC 601 Mary Street Waycross GA 31501	CONTACT NAME: Will Wilson, Jr CIC PHONE (A/C, No, Ext): 912-490-5524 FAX (A/C, No): E-MAIL ADDRESS: wwilson@oakbridgeinsurance.com
INSURED T&TFENC-01 T & T Fencing Company, Inc 3930 Brunswick Hwy Waycross GA 31503	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Frankenmuth Insurance Company — 13986 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 422165742 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:			6710989	2/1/2026	2/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6710988	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6710989	2/1/2026	2/1/2027	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6710987	2/1/2026	2/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			6710989	2/1/2026	2/1/2027	Policy Limit	100,000

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

CERTIFICATE HOLDER

City of Tybee Island
PO Box 2749
Tybee Island GA 31328

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

016/03) The ACORD name and logo are registered marks of ACORD

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
T & T Fencing Company, Inc
3930 Brunswick Hwy
Waycross, GA 31503

SURETY:
(Name, legal status and principal place of business)
Frankenmuth Insurance Company
1 Mutual Ave
Frankenmuth, MI 48787

OWNER:
(Name, legal status and address)
City of Tybee Island
P.O. Box 2749
Tybee Island, GA 31328

BOND AMOUNT: $ **5** % of the Bid amount **(FIVE PERCENT)**

PROJECT:
(Name, location or address, and Project number, if any)
SOLOMON PARK FENCE INSTALLATION FOR SMALL AND LARGE DOG PARKS
ITB NO. 2026-111

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:29:58 on 05/31/2018 under Order No. 1479157719 which expires on 10/16/2018, and is not for resale.
User Notes:
(3B9ADA2D)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **20th** day of **October, 2026**

(Witness)	(Contractor as Principal) (Seal)
	President (Title)
(Witness)	(Surety) (Seal)
	Attorney-In-Fact (Title)

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:29:58 on 05/31/2018 under Order No. 1479157719 which expires on 10/16/2018, and is not for resale.
User Notes: (3B9ADA2D)

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Dutch A. McNeal, William D. Wilson, Jr., Samuel L. Sports, Danielle Guest, Kimmy Hickox

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

> "**RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2 day of June, 2025.

(Seal)

Frankenmuth Insurance Company

By _____
Andrew H. Knudsen
President, Chief Operating Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Andrew H. Knudsen, to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 2 day of June 2025

_____ (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

I, the undersigned, Chief Executive Officer of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 20th day of October, 2026.

_____
Frederick A. Edmond, Jr.
Chief Executive Officer

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

Item #15.

ATTACHMENT A

CITY OF TYBEE - INSTRUCTIONS TO BIDDER SIGNATURE SHEET

The Bidder certifies that he/she has examined all documents contained in this ITB package, and is familiar with all aspects of the ITB and understands fully all that is required of the successful Bidder. The Bidder further certifies that his/her Bid will not be withdrawn for sixty (60) days from the date on which his bid is submitted to the City.

The Bidder agrees, if awarded this Contract, he/she will:

A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all items indicated thereon as specified in this ITB for the bid amount; or,

B. Enter a contract with City of Tybee Island to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this ITB for the bid amount, and;

T&T Fencing Company Inc. — COMPANY

10/15/2026 — DATE

Aleesha Daniel — SIGNATURE

President — TITLE

912-283-3878 — TELEPHONE NUMBER

MINORITY/FEMALE BUSINESS DEVELOPMENT PROGRAM: City of Tybee Island City Council established goals oriented to increase participation of minority and female owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A minority or women business is defined as a business that is at least 51% owned and managed by minority or women.

A responder that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid as proof of qualifications. Bidder that intends to engage in joint ventures or utilize sub-consultants must submit a report of Minority/Women Business Enterprise participation to Melissa Freeman, P.O. Box 2749, and City of Tybee Island, GA 31328.

African-American\Black____ Asian American____ Hispanic____ Native American____

Alaskan Indian____ Female_X__

ATTACHMENT B

CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CITY OF TYBEE ISLAND has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

160749
Federal Work Authorization User Identification Number

10/28/2008
Date of Authorization

T&T Fencing Company, Inc.
Name of Contractor

Solomon Dog Park
Name of Project

City of Tybee Island
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on October, 15, 2026 in Waycross (city), Georgia (state).

Alesha Daniel
Signature of Authorized Officer or Agent

Alesha Daniel
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 15 DAY OF October, 2026.

ROBERT W WILLIAMS III NOTARY PUBLIC PIERCE COUNTY GA MY COMM. EXPIRES FEB. 22, 2028

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT C

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of _____ (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A.§ 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub- subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

160749
Federal Work Authorization User Identification Number

10/28/2008
Date of Authorization

T&T Fencing Company, Inc.
Name of Subcontractor

Solomon Dog Park
Name of Project

City of Tybee Island
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on October 15, 2026 in Waycross city), Ga. (state).

Alesha Daniel
Signature of Authorized Officer or Agent

Alesha Daniel
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 15 DAY OF October, 2026.

NOTARY PUBLIC

My Commission Expires:

ROBERT W WILLIAMS III NOTARY PUBLIC PIERCE COUNTY, GA EXP FEB. 22, 2028

Item #15.

ATTACHMENT D

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) _____ contract for a public benefit as referenced in O.C.G.A. § 50-36-1, from the CITY OF TYBEE ISLAND, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) X I am a United States citizen.

2) _____ I am a legal permanent resident of the United States.

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: _____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit will be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Waycross (city), Georgia (state).

Alesha Daniel
Signature of Applicant

Alesha Daniel
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE 15 DAY OF October, 2026

ROBERT W WILLIAMS NOTARY PUBLIC PIERCE COUNTY, GA EXP. FEB. 22, 2028

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT E

CITY OF TYBEE ISLAND VENDOR INFORMATION

Vendor Name: T&T Fencing Company, Inc.

Product or Services Provided: Fencing and Gates

Sales Contact Information

Contact: Alesha Daniel Email: ttfenceco@yahoo.com

Phone: 912-283-3878 Fax: 912-284-0511

Address:
3930 Brunswick Hwy. Waycross, Ga. 31503

Accounts Receivable Information

Contact: Kalee Corbitt Email: office@ttfenceco.com

Phone: 912-283-3878 Fax: 912-284-0511

Remittance Address:

Federal Tax Id #: 58-2622423

Attach Copy of W-9 and Current Business License

Provide Copy of Worker's Comp Coverage when providing any service involving labor on City property.
Our terms are net 30

ATTACHMENT F
CERTIFICATION REGARDING DEBARMENT

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below.

1. The certification referred to in this paragraph is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City of Tybee Island may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the City if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered participant," "persons," "lower tier covered transaction," "principal," "bid," and "voluntarily excluded," as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR part 29.

4. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City.

5. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this paragraph. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the City may pursue available remedies, including suspension and/or debarment.

NAME OF COMPANY: T&T Fencing Company, Inc.

COMPANY TAX ID: 58-2622423

NAME OF AUTHORIZED REPRESENTATIVE: Alesha Daniel

TITLE OF AUTHORIZED REPRESENTATIVE: President

SIGNATURE: Alesha Daniel DATE: 10/15/2026

ATTACHMENT G
BID SHEET
2026-111: SOLOMON PARK FENCE INSTALLATION FOR SMALL AND LARGE DOG PARKS

BASE BID

ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Furnish and Install 9-Gauge 8-foot high steel chain link fence, complete as specified	1,000	LF	$ 11.00	$ 11,000.00
2	Furnish and Install 9-Gauge 8-foot high, 5-foot wide walk gates, complete as specified	4	Each	$ 600.00	$ 2,400.00
3	Furnish and Install 9-Gauge 8-foot high, 12-foot wide maintenance gates, complete as specified	2	Each	$ 1200.00	$ 2,400.00
4	Furnish and Install 3-inch diameter terminal end posts, complete as specified	24	Each	$ 200.00	$ 4,800.00
5	Furnish and Install 2-3/8-inch diameter line posts, complete as specified	155 ~~160~~	Each	$ 80.00	$ 12,400.00
6	Furnish and Install heavy duty hinges, complete as specified	20	Each	$ 30.00	$ 600.00
7	Furnish and Install privacy slats, complete as specified	4,000	SF	$ 3.00	$ 12,000.00
8	Furnish and Install top rails, complete as specified	1,000	LF	$ 3.00	$ 3,000.00
9	Furnish and Install mid rails, complete as specified	1,000	LF	$ 4.00	$ 4,000.00
10	Furnish and Install bottom rails, complete as specified	1,000	LF	$ 5.80	$ 5,800.00

GRAND TOTAL $ Fifty Eight Thousand Four Hundred Dollars ----------

_____

_____ **dollars**

ATTACHMENT H

CHECK LIST FOR SUBMITTING BID

Sign below and submit this sheet with BID

NOTE: All of the following items must be submitted with your bid to be considered "responsive". Remember to follow the Instructions in the ITB Documents.

SIGNED ADDENDUMS (IF APPLICABLE)	X
W-9	X
OCCUPATIONAL TAX CERTIFICATE	X
CERTIFICATE OF INSURANCE	X
BID BOND	X

COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE BID:

A. SIGNATURE SHEET	X
B. CONTRACTOR AFFIDAVIT	X
C. SUBCONTRACTOR AFFIDAVIT	X
D. SAVE AFFIDAVIT	X
E. VENDOR INFORMATION	X
F. DEBARMENT CERTIFICATION	X
G. BID SHEET	X
H. CHECK LIST	X

Alesha Daniel
NAME/TILE

T&T Fencing Company, Inc.
COMPANY NAME

3930 Brunswick Hwy.
ADDRESS

Waycross, Ga. 31503
CITY/STATE/ZIP

912-283-3878
PHONE NUMBER

ttfenceco@yahoo.com
EMAIL

Alesha Daniel
SIGNATURE

PO Box 2749
403 Butler Avenue
Tybee Island, GA 31328
(912)786-4573

ADDENDUM NO. 1

Project: Solomon Park Fence Installation for Small and Large Dog Park

Project No. 2026-111

Owner: City of Tybee Island

Proposal Date: October 20, 2026

Time: 2:00 PM

Addendum Date: October 12 , 2026

IT IS INTENDED THAT PROPOSALS SUBMITTED ARE BASED ON THE INCLUSION OF ALL ADDENDA. PLEASE ATTACH ALL ADDENDA TO THE BID DOCUMENTS AND ACKNOWLEDGE RECEIPT OF SAME IN THE DESIGNATED PLACE ON THE PROPOSAL FORM

PART ONE - PROPOSAL DOCUMENTS

- The following changes were made to the ITB documents:
  - Updated Bid Form (Attachment G)
  - Update Drawing (Attachment 1)

PART TWO - PROPOSAL DOCUMENTS

- Attached Sheet

ATTACHMENT G
UPDATED BID SHEET

2026-111: SOLOMON PARK FENCE INSTALLATION FOR SMALL AND LARGE DOG PARKS
BASE BID

ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Furnish and Install 9-Gauge 8-foot high steel chain link fence, complete as specified	1,000	LF	$_____	$_____
2	Furnish and Install 9-Gauge 8-foot high, 5-foot wide walk gates, complete as specified	4	Each	$_____	$_____
3	Furnish and Install 9-Gauge 8-foot high, 12-foot wide maintenance gates, complete as specified	2	Each	$_____	$_____
4	Furnish and Install 3-inch diameter terminal end posts, complete as specified	24	Each	$_____	$_____
5	Furnish and Install 2-3/8-inch diameter line posts, complete as specified	**155**	**Each**	$_____	$_____
6	Furnish and Install heavy duty hinges, complete as specified	**20**	**Each**	$_____	$_____
7	Furnish and Install privacy slats, complete as specified	4,000	SF	$_____	$_____
8	Furnish and Install top rails, complete as specified	1,000	LF	$_____	$_____
9	Furnish and Install mid rails, complete as specified	1,000	LF	$_____	$_____
10	Furnish and Install bottom rails, complete as specified	1,000	LF	$_____	$_____

GRAND TOTAL $_____

_____

_____ **dollars**

Z:\27209\27209.0045\LA\Drawings\Conceptual\27209.0045 - Solomon Ave Linear Park Concept

Approximate 12' Maintenance Gate Location

Approximate 12' Maintenance Gate Location

POLK STREET

FORT AVENUE

SOLOMON AVENUE

LEGEND

- **A** Vehicular Parking
- **B** Bike Racks
- **C** Little Library
- **D** Existing Swale to Remain
- **E** Picnic Tables on Compressed Aggregate (Accessible)
- **F** Accessible 12' Multi-Use Pathway - Compressed Aggregate Material
- **G** Pollinator Wildflower Garden / Savannah Bee Company Collaboration Area
- **H** Natural Earth Berm
- **I** Marsh Overlook
- **J** Local Art Installation
- **K** Bench and Receptacle, TYP.
- **L** Existing Vegetation to Remain, TYP.
- **M** Natural Wooded Pathway
- **N** Boardwalk Over Wetland
- **O** Small Dog Park
- **P** Large Dog Park
- **Q** Disc Golf Course
- **R** Fenced Lay Down Yard / Project Stockpiling Area
- **S** Existing Marsh
- **T** Existing Trees to Remain, TYP.
- Native Wildlife / Habitat Informational Signage
- Site History Signage (Trash Reclamation / Former Railroad Site)

CITY OF TYBEE ISLAND

SOLOMON AVE. LINEAR PARK ILLUSTRATIVE CONCEPT

TYBEE ISLAND, GA

DECEMBER 31, 2025

THOMAS & HUTTON

This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/ developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries, and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

-30 0 15 30 60 120

SCALE: 1" = 30'-0"

Part Two – Questions

1. While reviewing the bid, I noticed 4,000 square feet of privacy slats listed. Could you please provide the corresponding linear footage for these slats?
   The privacy slats will be from the base up to a height of 4 feet. The privacy slats will be around the perimeter of both dog parks, 1,000 linear feet.
2. Line posts: The Scope of Work (LINE POSTS / LINE POST SPACING) requires line posts at a maximum of 6' on center. The Bid Sheet quantity is 100. Our takeoff of the layout at 6' O.C. is about 153 line posts. Should we price the Bid Sheet qty of 100, or the quantity required to meet the 6' O.C. spacing on the layout?
   The bid sheet has been updated to 155 line posts. Please use the updated Attachment G- Bid Sheet which is attached to Addendum #1
3. Gate hinges: the specifications call for 14 hinges; the Bid Sheet lists 20. Which quantity should be used?
   The bid sheet is correct with 20 hinges. There are four (4) double gate posts which require three (3) hinges per post, and four single gates with two (2) hinges per post. Please use the updated Attachment G- Bid Sheet which is attached to Addendum #1
4. Permits: the Scope of Work says the City will pull permits; §2.8 appears to place permit responsibility on the contractor. Who obtains and pays for the fence permit?
   The city shall obtain and pay for the permit
5. Finish: the specs allow hot-dip galvanized or black vinyl/polymer over galvanized. Does the City have a preferred finish for fabric, framework, and gates?
   Either method would be acceptable.
6. Privacy slats: color is TBD in the documents. Does the City have a required color, or should bidders carry an allowance?
   The color of the privacy slats will be a standard color of green or black, no allowance should be needed.
7. Double gates: please confirm locations of the two 12' maintenance doubles on Attachment A (large vs small park / which openings).
   See the location of the double maintenance gates on the updated attachment #1 which is attached to Addendum #1
8. Please confirm whether any addenda have been issued to date.
   Addendum #1 will be issued with answers and clarifications of contractor questions.
9. Fence quantity. The Scope of Services states 1,020 linear feet of 8-foot chain-link fence, while the Bid Sheet (Attachment G) lists 1,000 LF for fabric and rails. Which quantity should we use for bidding?
   Use the 1,000 linear feet as shown in the updated Attachment G - - Bid Sheet

10. Hinge quantity. The specifications call for two hinges per walk gate and three per maintenance gate, which totals 14 for four walk gates and two maintenance gates. The Bid Sheet lists 20. Which quantity is correct?
    The bid sheet is correct with 20 hinges. There are four (4) double gate posts which require three (3) hinges per post, and four single gates with two (2) hinges per post. Please use the updated Attachment G- Bid Sheet which is attached to Addendum #1
11. Gate hardware. What latch, self-closing, and drop rod hardware is required for the vestibule walk gates and the double maintenance gates?
    A lockable slide bolt latch shall be used for all gates
12. Coating. The specifications allow hot-dip galvanized or black vinyl-coated fabric and framework. Does the City prefer one finish, and should bidders state which finish is included?
    Either method would be acceptable and bidder should state which one they are using
13. Privacy slats. Is a slat color required or preferred, or may the bidder propose one for City approval?
    The color of the privacy slats will be a standard color of green or black
14. Posts and rails. What minimum wall thickness or pipe schedule is required for the 3-inch terminal posts, 2-3/8-inch line posts, and 1-5/8-inch rails?
    Heavy duty posts shall be used for all posts, with a wall thickness of 0.154 iinches
15. Permits. The Scope of Services says the City will obtain all permits, while Section 2.8 makes the contractor responsible for approvals. Who will pull and pay for the fence permit?
    The city shall obtain and pay for the permit
16. Bid due time. The ITB states 2:00 PM on October 20, 2026, while the bid webpage shows 11:59 PM. Can you confirm that 2:00 PM local time is the deadline?
    Bids are due by 2:00 PM
17. Vestibule size. The unleashing area is described as "fifteen (15) feet wide and twenty (25) feet in length." Is the length 20 or 25 feet?
    The length is 25 feet
18. Layout. Will the City provide staking or surveyed fence lines for the dog park perimeters and vestibules before installation?
    The city will layout the perimeter of the dog park
19. Subcontractor Affidavit. If we do not plan to use subcontractors, should Attachment C be marked "N/A" and returned?
    Yes
20. Schedule. Section 2.31 requires completion within 90 days from the Notice of Award, while Section 2.19 prohibits starting work before the Notice to Proceed. Does the 90-day period start at award even if the Notice to Proceed comes later
    Notice to proceed will comes after the pre-construction meeting

Bond Number: SUR0003328

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
T & T Fencing Company, Inc
3930 Brunswick Hwy
Waycross, GA 31503

SURETY:
(Name, legal status and principal place of business)
Frankenmuth Insurance Company
1 Mutual Ave
Frankenmuth, MI 48787

OWNER:
(Name, legal status and address)
City of Tybee Island
P.O. Box 2749
Tybee Island, GA 31328

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: **November 4, 2026**

Amount: **$58,400.00 - Fifty-Eight Thousand Four Hundred Dollars and 0/100's**
Description:
(Name and location)
SOLOMON PARK FENCE INSTALLATION FOR SMALL AND LARGE DOG PARKS
ITB NO. 2026-111

BOND
Date: November 5, 2026
(Not earlier than Construction Contract Date)
Amount: **$58,400.00 - Fifty-Eight Thousand Four Hundred Dollars and 0/100's**

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
T & T Fencing Company, Inc

Signature: Alesha Daniel
Name and Title: **Alesha Daniel, President**

SURETY
Company: *(Corporate Seal)*
Frankenmuth Insurance Company

Signature: Will Wilson, Jr CIC
Will Wilson, Jr CIC (Nov 6, 2026 07:56:26 EST)
Name and Title: **William David Wilson, Jr, Attorney-In-Fact**

FRANKENMUTH INSURANCE COMPANY CORPORATE SEAL 1868 MICHIGAN

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**
Oakbridge Insurance Agency, LLC
24 Oglethorpe Professional Blvd
4th Floor
Savannah, GA 31406
P: (912) 490-5524

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Bond Number: SUR0003328

AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
T & T Fencing Company, Inc
3930 Brunswick Hwy
Waycross, GA 31503

SURETY:
(Name, legal status and principal place of business)
Frankenmuth Insurance Company
1 Mutual Ave
Frankenmuth, MI 48787

OWNER:
(Name, legal status and address)
City of Tybee Island
P.O. Box 2749
Tybee Island, GA 31328

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: **November 4, 2026**

Amount: **$58,400.00 - Fifty-Eight Thousand Four Hundred Dollars and 0/100's**
Description:
(Name and location)
SOLOMON PARK FENCE INSTALLATION FOR SMALL AND LARGE DOG PARKS
ITB NO. 2026-111

BOND
Date: November 5, 2026
(Not earlier than Construction Contract Date)
Amount: **$58,400.00 - Fifty-Eight Thousand Four Hundred Dollars and 0/100's**

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
T & T Fencing Company, Inc

Signature: Alesha Daniel
Name and Title: **Alesha Daniel, President**

SURETY
Company: *(Corporate Seal)*
Frankenmuth Insurance Company

Signature: Will Wilson, Jr CIC
Will Wilson, Jr CIC (Nov 6, 2026 07:56:36 EST)
Name and Title: **William David Wilson, Jr, Attorney-In-Fact**

FRANKENMUTH INSURANCE COMPANY CORPORATE SEAL 7868 MICHIGAN

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**
Oakbridge Insurance Agency, LLC
24 Oglethorpe Professional Blvd
4th Floor
Savannah, GA 31406
P: (912) 490-5524

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- **.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- **.2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Dutch A. McNeal, William D. Wilson, Jr., Samuel L. Sports, Danielle Guest, Kimmy Hickox

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

> "**RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2 day of June, 2025.

(Seal)

Frankenmuth Insurance Company

By _____
Andrew H. Knudsen
President, Chief Operating Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Andrew H. Knudsen, to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 2 day of June 2025

_____ (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

I, the undersigned, Chief Executive Officer of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 5th day of November, 2026.

_____
Frederick A. Edmond, Jr.
Chief Executive Officer

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

Item #15.

T & T Fencing Company, Inc - Electronic P&P Bond for City of Tybee Island & POA

Final Audit Report 2026-11-06

Created:	2026-11-06
By:	Will Wilson, Jr CIC (wwilson@oakbridgeinsurance.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIF6JuA_HIyeSsgINdh2vywTKN-zpXM2

"T & T Fencing Company, Inc - Electronic P&P Bond for City of Tybee Island & POA" History

Document created by Will Wilson, Jr CIC (wwilson@oakbridgeinsurance.com)
2026-11-06 - 12:54:46 PM GMT

Document emailed to Alesha Daniel (ttfenceco@yahoo.com) for signature
2026-11-06 - 12:54:58 PM GMT

Document emailed to Will Wilson, Jr CIC (wwilson@oakbridgeinsurance.com) for signature
2026-11-06 - 12:54:58 PM GMT

Email viewed by Will Wilson, Jr CIC (wwilson@oakbridgeinsurance.com)
2026-11-06 - 12:56:19 PM GMT

Document e-signed by Will Wilson, Jr CIC (wwilson@oakbridgeinsurance.com)
Signature Date: 2026-11-06 - 12:56:36 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Email viewed by Alesha Daniel (ttfenceco@yahoo.com)
2026-11-06 - 1:49:51 PM GMT

Document e-signed by Alesha Daniel (ttfenceco@yahoo.com)
Signature Date: 2026-11-06 - 1:53:43 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-11-06 - 1:53:43 PM GMT

File Attachments for Item:

16. Purchase of Marsh Property Located Between Solomon Avenue and Oak Avenue

City of Tybee Island

Memorandum

To: City of Tybee Island City Council
From: Bret Bell, City Manager
Date: November 3, 2026
Re: Purchase of Marsh Property

Title
Purchase of Marsh Property Located Between Solomon Avenue and Oak Avenue

Action
Approval of purchase agreement with Edward Losey in the amount of $8,000 for a roughly 2.3-acre marsh property between Solomon and Oak avenues.

Background
The City of Tybee Island owns property at Polk Street and Solomon Avenue that it is developing into a public park, including the potential addition of scenic overlook structures providing views of the adjacent tidal marsh.

That roughly 2.3-acre tidal marsh is privately owned. As the City began discussions with the State to permit the overlooks, it determined it was in the City's best interest to acquire the parcel for public property.

Facts and Findings
1. Edward Losey owns property at 0 Oak Avenue, which consists of roughly 2.3 acres of undevelopable tidal marsh.
2. The property is adjacent to City-owned land at Polk and Solomon that will be developed into a public park.
3. The City has several drainage canals and ditches that empty into water surrounding the property.
4. The City has negotiated purchase of the property from Mr. Losey in the amount of $8,000.
5. Closing shall be held on or before December 11, 2026.

Funding
Funding in the amount of $8,000 is available in the FY27 Budget from the City Manager's Contingency.

Recommendation
Approval of purchase agreement with Edward Losey in the amount of $8,000 for a roughly 2.3-acre marsh property between Solomon and Oak avenues.

Real Estate Purchase Agreement

This real estate purchase agreement (the "Agreement") is entered into this _____ day of November 2026, by and among **Edward H. Losey**, as seller (hereinafter referred to as "Seller"), and **City of Tybee Island, Georgia**, as purchaser (hereinafter referred to as "Purchaser") and Ellis Painter as escrow agent (hereinafter referred to as "Escrow Agent"). For and in consideration of the sum of ten dollars, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. PURCHASE AND SALE

1.1 Upon the terms and conditions hereinafter set forth, Seller agrees to sell and Purchaser agrees to purchase the real property and improvements and fixtures thereon commonly known as 0 Live Oak Ave., Tybee Island, GA 31328 with Chatham County, Georgia tax parcel identification number 40026 05001, together with all rights, privileges, and easements of any nature appurtenant to same (hereinafter, all of the foregoing are collectively referred to as the "Property"). The legal description of the Property is attached hereto as Exhibit "A".

2. EARNEST MONEY

2.1 Purchaser shall pay to the Escrow Agent an earnest money deposit of One Thousand Dollars ($1,000.00) upon full execution and delivery of this Agreement by the parties hereto. Said sum shall be held by Escrow Agent in its real estate escrow account and applied or disbursed in accordance with the terms of this Agreement. All sums deposited from time to time with Escrow Agent under this Agreement as earnest money are hereinafter referred to as "Earnest Money".

3. PURCHASE PRICE

3.1 The purchase price for the Property to be paid by Purchaser to Seller at the closing and consummation of the purchase and sale of the Property as contemplated herein (hereinafter referred to as the "Closing" and the date of such Closing hereinafter referred to as the "Closing Date") shall be Eight Thousand Dollars ($8,000.00) (hereinafter referred to as the "Purchase Price").

3.2 The Purchase Price shall be paid at Closing by immediately available funds, less a credit for the Earnest Money which Escrow Agent shall pay to the settlement or closing agent immediately prior to the Closing for disbursement at Closing; provided, however, that the amount of the Purchase Price shall be adjusted to reflect the prorations between Purchaser and Seller as provided for below in this Agreement.

4. SURVEY

4.1 Purchaser may have a new survey prepared of the Property at Purchaser's own expense by a registered land surveyor or civil engineer licensed to do business in the State of Georgia (hereinafter referred to as the "Survey").

5. CLOSING

5.1 The Closing shall be held on or before December 11, 2026. The exact time and place of Closing and the Closing Date shall be selected by Purchaser by notice to Seller not less than ten (10) days prior to the Closing Date. If no such selection is timely made, the Closing shall be held at 2:00 p.m. on the last possible business date for closing under this Agreement at or through the escrow of the offices of Ellis Painter, 24 Oglethorpe Professional Blvd., 2nd Floor, Savannah, Georgia 31406, Attn: Dana F. Braun, or at such other place as Purchaser and Seller may agree upon in writing.

5.2 Purchaser shall pay all closing costs incident to the transaction contemplated herein; provided, however, that Seller shall pay its Seller's attorney's fees, if any.

6. CONVEYANCE OF TITLE

6.1 At the Closing, Seller shall convey to Purchaser the Property by limited warranty deed subject only to taxes not yet due and payable, and the Permitted Exceptions as defined in Section 7 below (the "Permitted Exceptions").

6.2 At the Closing Seller shall execute and deliver a settlement statement and such other documents as Purchaser may reasonably require to effect or complete the transaction contemplated by this Agreement and/or to obtain an owner's (and if applicable, a lender's) policy of title insurance, including but not limited to owner's affidavits, tax affidavits or certificates, gap indemnity agreements and other documents reasonably and customarily required by the title company to induce the title company to issue its policy of title insurance, with extended coverage, to Purchaser, or required by the settlement agent to close the transaction without tax withholding or with such tax withholding as may be required under applicable law.

7. TITLE EXAMINATION

7.1 Purchaser shall have fifteen (15) days after the effective date of this Agreement to search title to the Property and to furnish Seller with a written statement of any title objections disclosed by such search or by the Survey (if the Survey is then available) affecting Seller's ability to convey the Property via limited warranty deed a, or such other matters or objections affecting or relating to the title which are objectionable to Purchaser in its discretion. Thereafter, Purchaser may re-examine title to the Property and may have the Survey completed or updated at any time and from time to time up to and through the Closing Date and may give Seller written notice of any new title objections or matters disclosed thereby. Seller shall have until the Closing Date to satisfy all title objections, and if Seller fails to so satisfy such objections, then, at the option of Purchaser, evidenced by written notice to Seller, Purchaser may elect (i) to terminate this Agreement and receive the return of all Earnest Money, or (ii) to close, in which event Purchaser shall receive the deed required herein from Seller and shall accept title to the Property subject to any matters not timely objected to by Purchaser or which are timely objected to but are not satisfied or cured by Seller prior to Closing, subject to the lease and tenant referenced in Section 16 below, (the "Permitted Title Exceptions"). The Closing Date hereof will be adjourned as necessary to comply with this paragraph. Notwithstanding anything to the contrary, however, Permitted Title Exceptions shall not include, and Purchaser shall not have any obligation to object to, any mortgages, security deeds or liens affecting the Property which are dischargeable by the payment of money, and if Closing occurs, all of the same shall be paid in full at Closing out of the Purchase Price to fully discharge, cancel and release the Property from the same.

8. PRORATIONS

8.1 At the Closing, all ad valorem property taxes, water and sewer charges and assessments of any kind on the Property for the year of the Closing shall be prorated between Purchaser and Seller as of midnight of the day prior to Closing.

9. INSPECTION

9.1 Purchaser shall have the privilege at any time during the term of this Agreement to go upon the Property with Purchaser's agents, representatives or designees to inspect, examine and survey the Property. Purchaser indemnifies and holds Seller harmless from and against loss or damage Seller may incur and any and all liens that may arise as a result of Purchaser's activities or the activities of Purchaser's agents, representatives or designees on the Property and against any and all claims for death or injury to persons or properties arising out of or connected with Purchaser's (or its agents, representatives or designees) going upon the Property pursuant to the provisions of this paragraph or otherwise, and against all costs, expenses and liabilities occurring in or in connection with any such claim or proceeding brought thereon, including, without limitation, court costs and reasonable attorneys' fees; provided, however, that Purchaser shall not be responsible for any loss, damage, claim or other matter arising from Seller's own negligence or willful misconduct or from any fact or condition revealed or discovered by or through Purchaser's inspections. This indemnity shall survive the Closing or any termination of this Agreement.

9.2 Purchaser shall have fifteen days (15) days after the effective date of this Agreement (hereinafter referred to as the "Inspection Period") to determine whether the Property is suitable for Purchaser's intended use or whether the condition of the Property is acceptable to Purchaser. In the event Purchaser determines, in its sole discretion, that the Property is not suitable for Purchaser's intended use or the condition of the Property is not acceptable, then Purchaser may terminate this Agreement by giving written notice to Seller or its attorney on or before the last day of the Inspection Period, in which event all Earnest Money paid hereunder shall be promptly refunded to Purchaser and the parties to this Agreement shall be relieved of all rights and obligations hereunder (other than any liability or indemnity that by the express terms hereof survives any termination of this Agreement).

10. NOTICES

10.1 All notices, demands, and deliveries of surveys and any and all other communications that may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, or sent by overnight commercial courier or by registered or certified mail, return receipt requested, or by e-mail to the addresses set out below or at such other address as specified by written notice and delivered in accordance herewith:

SELLER: Edward H. Losey
4215 W. McIntosh Road
Griffin, GA 30223-6273
E-mail:

PURCHASER: City of Tybee Island, Georgia
P.O. Box 2749
Tybee Island, GA 31328
E-mail:

With copy to: Edward M. Hughes
City Attorney
24 Oglethorpe Professional Blvd.
Savannah, GA 31406
E-mail: bhughes@ellispainter.com

ESCROW AGENT: Ellis Painter
Attn: Dana F. Braun
24 Oglethorpe Professional Blvd.
Savannah, GA 31406
E-mail: dbraun@ellispainter.com

For purposes of this Agreement, the time of actual delivery, as evidenced by a signed receipt therefor, if made in person, or one day after deposit in the ordinary course of business, if by overnight commercial courier, or the date of postmark, if by mail, or upon acknowledgement of receipt or actual receipt if made by e-mail, shall be deemed the date of any notice, demand or delivery. Rejection or other refusal to accept or acknowledge or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice, demand or delivery. By giving at least five (5) days prior written notice thereof to all other parties hereto, a party hereto may from time to time and at any time change its mailing address hereunder.

11. CASUALTY AND CONDEMNATION

11.1 Risk of Loss. Until the Closing, all risk of loss of, or damage to, or destruction of, the Property (whether by fire, flood, tornado, or other casualty, or by the exercise of the power of eminent domain, or otherwise) shall belong to and be borne by Seller.

11.2 Casualty and Condemnation. If prior to the Closing any portion of the Property is (i) damaged or destroyed by fire or other casualty, or (ii) subject to a bona fide threat of condemnation by a body having the power of eminent domain or condemnation, or sale in lieu thereof, Purchaser shall have the right, by giving Seller notice within ten (10) days after receipt of notice from Seller of such occurrence (with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full ten (10) day period) to elect to: (i) terminate this Agreement, and both parties shall be relieved and released of and from any and all further liability hereunder (other than any liability or indemnity that by the express terms hereof survives any termination of this Agreement), and all amounts paid by Purchaser as Earnest Money shall be returned to Purchaser; or (ii) close the sale contemplated herein. If Purchaser elects not to terminate, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any property damaged, or destroyed by casualty, or taken by eminent domain, condemnation, or under threat of being so taken, shall be effected without reduction in the Purchase Price, and Seller shall, at the Closing, assign, transfer and set over unto Purchaser all of Seller's right, title and interest in and to any insurance proceeds or any awards received, paid or payable for such damage, destruction or taking.

12. SELLER'S AGREEMENTS

12.1 No Conveyances. From and after the date of this Agreement to the date and time of Closing, Seller shall not, without the prior written consent of Purchaser, convey any portion of the Property or any rights therein, nor enter into any conveyance, lease, security document, easement or other agreement or amendment to agreement granting to any person or entity any rights with respect to the Property or any part thereof, or any interest whatsoever therein, or any option thereto, and any such conveyance or other agreement entered into in violation of this shall be null and void and of no force or effect. Nothing contained herein shall prevent Seller from entering into back up sales contracts for the Property.

12.2 Seller Warranties. Seller warrants, represents and agrees that: (a) Seller is the sole owner of the Property, and except for the Purchaser, there are no persons or entities other than Seller in possession of the Property or to whom Seller has granted any right to use, possess or occupy any part of the Property, whether under a lease, license or other arrangements; (b) no assessments have been made against the Property which are unpaid (except ad valorem taxes for the current year not yet due and payable), whether or not they have become liens; and (c) there is no pending, or to Seller's knowledge threatened, litigation, eminent domain, condemnation or similar proceedings concerning the Property.

12.3 No Other Representations and Warranties. Except as provided for in this Agreement, the exhibits or schedules attached hereto or incorporated herein by reference, or any document delivered by Seller at Closing, Seller has not made, and Purchaser agrees that Seller has not made, any express or implied warranties or representations concerning the Property.

13. REAL ESTATE COMMISSION

13.1 Purchaser and Seller represent and warrant each to the other that they have not discussed this Agreement or the subject matter hereof with, and have not engaged in any fashion or any connection with this transaction the services of, any real estate or other broker, agent or salesman, so as to create any legal right in any such broker, agent or salesman to claim a commission or similar fee with respect to the purchase and sale of the Property contemplated by this Agreement. Purchaser and Seller each hereby indemnifies the other against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and sale of the Property contemplated by this Agreement. The provisions of this paragraph shall survive the Closing or any termination of this Agreement.

14. ASSIGNMENT

14.1 Neither party may assign this Agreement without the written consent of the other, which consent shall not be unreasonably withheld or delayed, except that Purchaser may assign this Agreement in whole or in part to a relative or affiliate of Purchaser or to an entity which is directly or indirectly owned or controlled by Purchaser, provided, however, that in each such instance, the assignor shall remain jointly and severally liable hereunder with the assignee.

15. DEFAULT

15.1 Purchaser's Default. In the event of default by Purchaser in the terms of this Agreement, which event of default is not cured on or before the expiration of five days after Purchaser's receipt of written notice of default from Seller, the Earnest Money (or the sum of one hundred dollars, if greater than the amount of the Earnest Money) shall be paid to Seller as full liquidated damages for such failure to close and as Seller's sole remedy. It is hereby agreed that Seller's damages in the event of a default by Purchaser hereunder are uncertain and impossible to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages pursuant to applicable Georgia law, the parties acknowledging the difficulty of ascertaining Seller's damages in such circumstances, whereupon neither party hereto shall have any further rights, claims or liabilities under this Agreement, except for the provisions which are made to survive the termination of this Agreement.

15.2 Seller's Default. In the event of default by Seller in the terms of this Agreement, which event of default is not cured on or before the expiration of five days after Seller's receipt of written notice of default from Purchaser, then the Earnest Money shall be refunded promptly to Purchaser, and Purchaser shall have all rights and remedies available at law or in equity for Seller's breach, including, but not limited to, the right to seek specific performance of this Agreement.

15.3 Attorneys Fees. In any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other party such attorneys' fees, investigation costs, and other legal expenses and court costs actually incurred by such party in such action or proceeding as the court may find to be reasonable.

16. POSSESSION

16.1 At Closing, Seller shall deliver sole possession of the Property to Purchaser free of any leases, licenses or the right of any person or entity (other than Purchaser) to possess or occupy the Property, except as may otherwise be agreed to in a separate written agreement signed by Purchaser and Seller.

17. MISCELLANEOUS

17.1 This Agreement shall be construed and interpreted under the laws of the State of Georgia.

17.2 No failure of Purchaser or Seller to exercise any power given either party hereunder or to insist upon strict compliance by either party of its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Any condition or right of termination or rescission granted by this Agreement to either Purchaser or Seller may be waived in writing by the party for whose benefit such condition or right was granted.

17.3 Time is of the essence in complying with the terms, conditions and agreements of this Agreement. All of the covenants, warranties, representations and agreements in this contract shall survive Closing and shall run with the land and extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

17.4 This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between parties and not expressly stated herein, shall be of any force or effect.

17.5 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and permitted assigns. This agreement may be executed in any number of identical counterparts, each of which may be executed and then delivered by facsimile or email transmission, in which case an executed counterpart so delivered shall have the force and effect of an executed original for all purposes.

17.6 Except as otherwise expressly provided for in this Agreement, any amendment to this Agreement shall not be binding upon Purchaser and Seller unless such amendment is in writing duly executed by both Purchaser and Seller. The Escrow Agent need not be a party to amendments to this Agreement, provided such amendments do not materially affect or impair their rights or duties hereunder.

18. **ESCROW AGENT**

18.1 Escrow Agent has executed this Agreement for the purpose of acknowledging receipt of the Earnest Money and agreeing to hold and disburse the Earnest Money pursuant to the terms of the Agreement.

18.2 In performing any of its duties hereunder, the Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for willful default or breach of trust, and it shall accordingly not incur any such liability with respect (i) to any action taken or omitted in good faith upon advice of its counsel, (ii) to any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement, or (iii) to the failure of the financial institution with which the Earnest Money is deposited. The Escrow Agent is hereby specifically authorized to refuse to act except upon the written consent of Seller and Purchaser. Seller and Purchaser hereby agree to indemnify and hold harmless the Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and counsel fees and disbursements, which may be imposed upon the Escrow Agent or incurred by the Escrow Agent in connection with its acceptance or the performance of its duties hereunder, including any litigation arising from this Agreement or involving the subject matter hereof. In the event of a dispute between Seller and Purchaser sufficient in the discretion of the Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands under this Agreement, together with such legal pleading as its deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. Any such legal action may be brought in such court as the Escrow Agent shall determine to have jurisdiction thereof, including but not limited to a state or federal court in Chatham County, Georgia. Seller and Purchaser shall bear all costs and expenses of any such legal proceedings.

IN WITNESS WHEREOF, Seller, Purchaser and Escrow Agent have caused this instrument to be executed under seal as of the day and year first above written.

SELLER:

_____

Edward H. Losey
Execution Date: November __, 2026

PURCHASER:

_____
City of Tybee Island, Georgia

Execution Date: November __, 2026

ACKNOWLEDGMENT AND AGREEMENT OF ESCROW AGENT

The undersigned Escrow Agent hereby acknowledges receipt of a fully executed copy of the above and foregoing Agreement, together with the Earnest Money provided for therein, and agrees to hold and make payment of such Earnest Money in accordance with the provisions of the above and foregoing Agreement, this _____ day of November, 2026.

ESCROW AGENT:

Ellis Painter

By: _____
Dana F. Braun
Title: Partner

Exhibit "A"
Legal Description

Item #16.

All those certain lots, tracts or parcels of land situate, lying and being on the Island of Great Tybee, in Chatham County, Georgia, and known and described on the map of the Town of Tybee Island (formerly known as Savannah Beach), Georgia, recorded in Map Book 2, Pages 8 and 9, and on Plat of Leigh Gignilliat dated February 16, 1969, recorded in Plat Recor T, Folio 70, both references being to the records of the Clerk of Superior Court of Chatham County, Georgia, as Lots One (1), Two (2) and Three (3) in Block 1; and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9) in Block 2; all in Garden Ward, lying continuous and as a whole being bounded on the North by the Old Central of Georgia right of way, on the East by Polk Street, on the South be Live Oak Lane and on the West by McKenzie Avenue.

Also, all right, title, interest, claims and demand the Grantor may have in and to those portions of the streets and right of way abutting the above described property.

File Attachments for Item:

17. Resolution 2026-18 — Regarding an Off-Season Canine Beach Access Pilot Program

RESOLUTION NO. 2026 - 18

A RESOLUTION REGARDING AN OFF-SEASON CANINE BEACH ACCESS PILOT PROGRAM

WHEREAS, the City of Tybee Island ("City") is a duly organized municipality within the State of Georgia; and

WHEREAS, Section 12-1(a)(4) of the City's Code of Ordinances presently prohibits dogs and other pets on municipal beaches and structures erected thereon, subject to access required by applicable law for service animals; and

WHEREAS, many residents and visitors to the City have beloved dogs that they would like to have on the beach in a limited capacity; and

WHEREAS, many of the other beach communities in this area and along the Southeastern United States seaboard permit dogs on their beach under various programs; and

WHEREAS, Mayor and Council have considered whether a narrow, temporary exception to the prohibition of dogs on Tybee's beach should be created to allow permitted dogs on a limited portion of the south-end beach during the off-season to assess viability of a more permanent program consistent with other beach communities; and

WHEREAS, the City's beaches are public recreational and environmental resources that support residents, visitors, migratory and nesting shorebirds, sea turtles, and other wildlife and therefore require clear rules addressing sanitation, animal control, public safety, habitat protection, and conflicts among beach users; and

WHEREAS, a one-season, permit-based pilot program may allow the City to collect data concerning compliance, complaints, waste, wildlife interaction, staffing impacts, public safety, and program costs before considering any future policy change; and

WHEREAS, the City further finds that the pilot can be administered fairly and safely through precise geographic boundaries, controlled access points, a per-dog permit, objective eligibility standards, leash and waste requirements, wildlife protections, consistent enforcement, and meaningful civil penalties and permit suspension and revocation penalties; and

WHEREAS, the City believes implementation of the Off-Season Canine Beach Access Pilot Program is necessary to fairly and objectively assess potential revisions to rules regarding beach access for dogs and other pets.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF TYBEE ISLAND CITY COUNCIL, in open meeting duly assembled, that the City will suspend enforcement of Ordinance 12-1(a)(4) with respect to dogs on the beach in accordance with the Off-Season Canine Beach Access Pilot Program ("Pilot Program") set forth in Exhibit A attached hereto and incorporated herein. The suspension of enforcement of Ordinance 12-1-(a)(4) will only apply to the location, time period and animals meeting the requirements as set forth in the Pilot Program. Ordinance 12-1(a)(4) will continue to be fully enforced as to all other beach areas, animals and time periods beyond those set forth in the Pilot Program. Upon expiration of the Pilot Program, the suspension as to enforcement Ordinance 12-1(a)(4) will cease and the ordinance will be fully enforced as currently written.

BE IT SO RESOLVED this _____ day of _____, 2026.

CITY OF TYBEE ISLAND, GEORGIA

By: _____
Brian West, Mayor

ATTEST:

By: _____
Fabian Mann, Clerk of Council

Proposed Off-Season Canine Beach Access Pilot Program

Current Ordinance

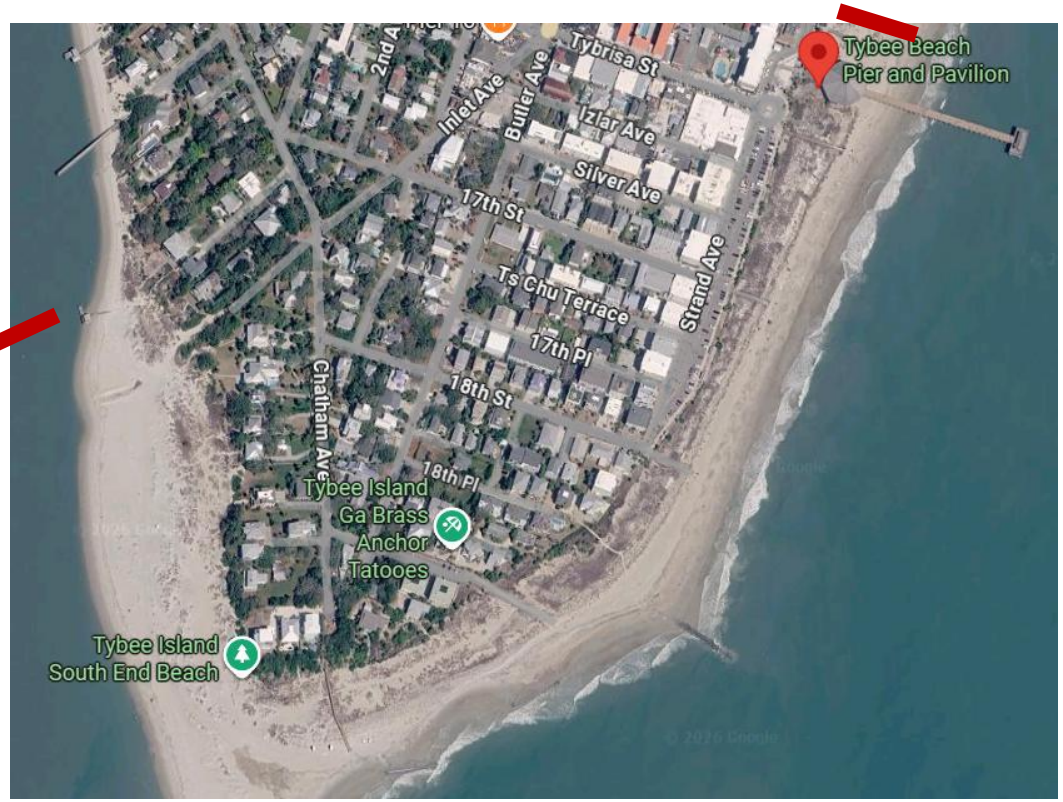
Sec. 12-1 – Use of municipal beaches and facilities.

(4)Pets. It shall be unlawful for any person who owns, is in control of, or is in charge of, any dog or other pet, to allow or take that dog or other pet upon the beaches or structures erected thereon. This does not include properly certified guide dogs, or similar animals assisting the blind, deaf, or other physically handicapped persons.

Proposed Pilot Program

*Dates:
November 15, 2026 — February 2027
Hours: Dawn to Dusk
Location: Pier to Inlet Avenue
Cost: No Charge for Pilot Program
Registration Required

*Should beach renourishment commence, the program will be suspended in the area.



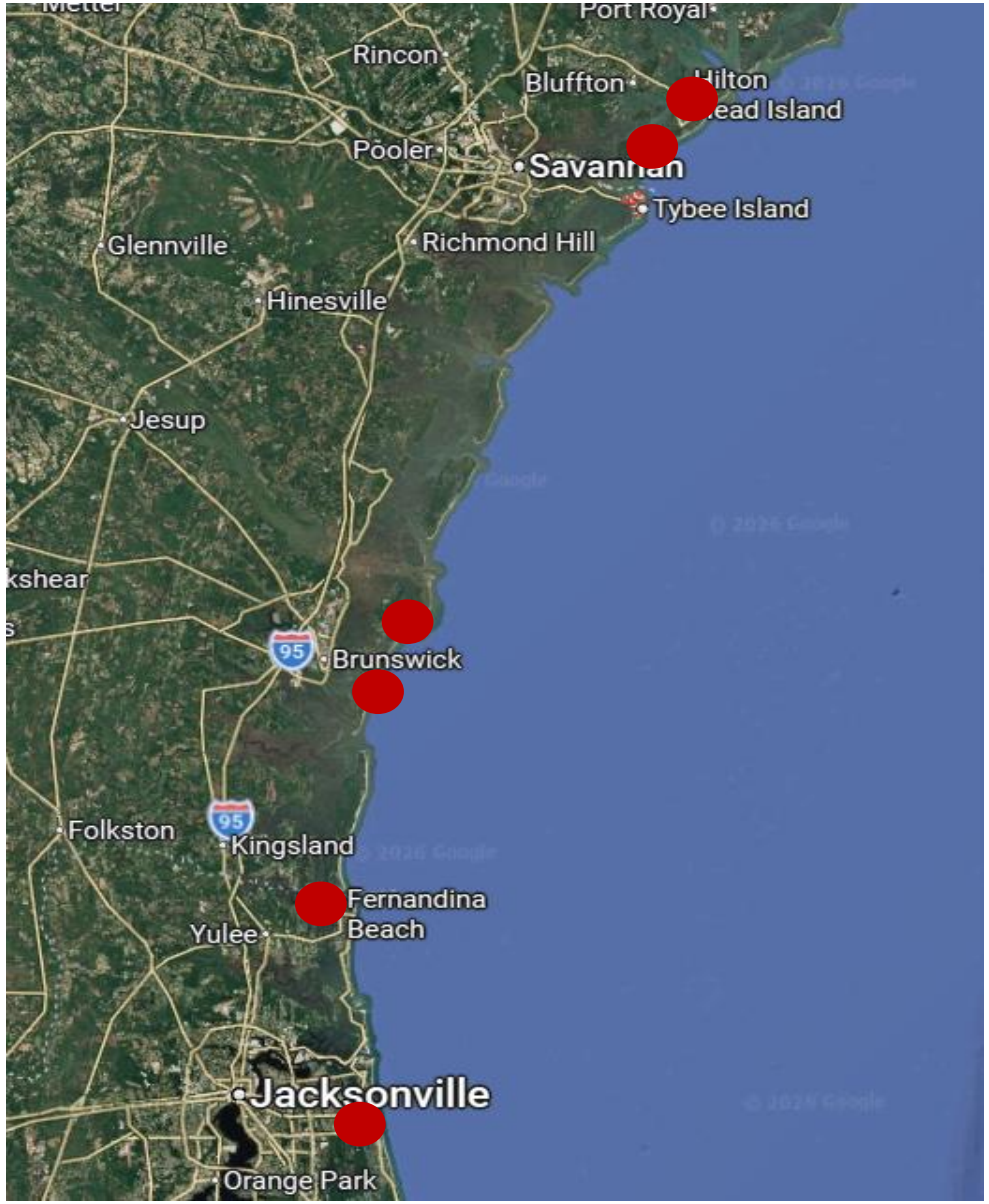
Rules

- Valid permit required
- Dogs must remain on leash at all times
- Handler must be in control of dog at all times
- 1 dog per handler
- Handlers must possess waste bags
- No aggressive or uncontrolled behavior
- No approaching wildlife
- No entry into dunes or vegetated habitat
- Dogs can only access through crossovers
- Self-certify rabies vaccination

Needed Resources

- Installation of waste stations at crossovers
- Temporary signage
  - Information posted at dog parks
- Development of virtual permit through parking app
- Code Compliance monitoring
- Public Communication
- Special web page

Communities that Allow Dogs on Beach



Communities that Allow Dogs on Beach

Hilton Head Island

- Oct. 1 – March 31: Any time of day
- April 1 – Sept. 30: Before 10a and after 5p
- Dog Rules: https://hiltonheadislandsc.gov/our_island/beach/animals_on_the_beach.php

Folly Beach

- Dogs allowed on beach Oct. 1 to April 30: Any time of day
- Dogs not allowed on beach May 1 to Sept. 30 from 10AM-6PM
- Dog Rules: https://cityoffollybeach.com/rules_regulations/index.php

Daufuskie Island

- Oct. 1 – March 31: Any time of day
- April 1 – Sept. 30: Before 10a and after 5p
- Dog Rules: https://www.daufuskieisland.com/bring-fido-to-daufuskie/

Golden Isles

- *St. Simons*
  - Labor Day to Memorial Day: Any time of day
  - Summer: Before 9a and after 6p
- *Jekyll Island*
  - Allowed year-round with leash
- Golden Isles Dog Rules: https://www.goldenisles.com/things-to-do/activities/beaches/pet-friendly/

Fernandina Beach/Amelia Island

- Allowed year-round on a leash in both Fernandina Beach and Nassau County
- Fernandina Dog Rules: https://fbfl.us/m/faq?cat=47
- Nassau Dog Rules: https://www.nassaucountyfl.com/472/Beach-Front-Parks

Jacksonville Beach

- Oct. 1 – March 31: Any time of day on leash
- April 1 – Sept. 30: Allowed before 9a and after 5p
- Dog Rules: https://jacksonvillebeach.org/232/City-Animal-Ordinances

Benefits

- Supports off-season tourism
- Helps local businesses
- Improves quality of life for dog owners
- Makes better use of public beach space
- Encourages community interaction
- Promotes healthy outdoor recreation

Measure Success and Impacts

- Citations
- Revenue
- Survey of business owners
- Survey of public sentiment
- DPW tracking of dog waste
- Campground occupancy last year vs. this year
- Incidents: wildlife, aggressive dog, etc.
- Impact on operations