



Where Community Connects

STOCKBRIDGE CITY COUNCIL

Mayor

Anthony Ford

Mayor Pro Tem Elton Alexander

Councilwoman LaKeisha Gantt

Councilman Alphonso Thomas

Councilwoman Yolanda Barber

Councilman John Blount

CITY MANAGER

Randy Knighton

CITY CLERK

Vanessa Holiday

CITY TREASURER

John Wiggins

DEPUTY CLERK

Randi Rainey

CITY ATTORNEY

Jeremy Berry, City Attorney

Quinton Washington, City Attorney

**Council Meeting
Agenda
March 30, 2021 6:00 PM**



Stockbridge City Hall

4640 N. Henry Blvd.

Stockbridge, GA 30281

Website: www.cityofstockbridge.com

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

TUESDAY, MARCH 30, 2021 6:00 PM

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilman Alphonso Thomas

Administration

Randy Knighton, City Manager
Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
John Wiggins, City Treasurer
Jeremy Berry, City Attorney
Quinton Washington, City Attorney

ZOOM INFORMATION-

<https://us02web.zoom.us/j/85104211930?pwd=ZjBIR3B1WkQ4Qmc3ZUcwbnpLdjgzQT09>
Passcode: 911422

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

REVIEW OF THE MINUTES FOR: 2/8/2021 and 2/23/2021

- 1 Draft Minutes of 02/08/2021
- 2 Draft Minutes of 02/23/2021

PUBLIC COMMENTS-All public comments must be submitted to the Clerk no later than one hour prior to the meeting. The Public Comment Form can be found on the City's webpage on the City Clerk's page at:
<https://stockbridge.seamlessdocs.com/f/20pkdz4mo7xb> and the form must include

your name, phone, and email contact information. Comments are limited to (3) three minutes and will be read by the Clerk during the meeting, respecting all members of the elected body, officials, and staff. Comments including defamation, unruliness and/or swearing will not be accepted.

INFORMATIONAL

OLD BUSINESS

- 3 Council Consideration to approve Rezoning Case #RZ-2020-02.
Applicant Neil Koelbl requests the rezoning of certain property from RA (Residential-Agricultural District) to R-3 (Single-Family Residential District) to allow for the development of a single-family residential subdivision. The property is located in Land Lot 29 of District 7 within the Stockbridge City Limits, along the southeast corner of Brannan Road and North Salem Drive. It contains 73.71 total acres, which previously consisted of five parcels. The Planning Commission approved the recombination of the five parcels to form just one parcel at its last meeting on December 17, 2020. This occurred via Recombination Plat Case #RC-2020-03, which had the same applicant as this rezoning case. For the record, the parcels were as follows:

- 732 Brannan Road—Parcel #088-02049000
- 664 Brannan Road—Parcel #088-02050000
- 618 Brannan Road—Parcel #088-02051000
- Large parcel on Brannan Road—Parcel #088-02049005
- Small parcel on North Salem Drive—Parcel #088-02045000

- Presented by: Linda Logan

NEW BUSINESS

- 4 Council Consideration to approve TSW Architectural and Design Concepts Project No. 17 for Interior Renovations of the Ted Strickland Community Center in the amount of \$26,750 Funding Source: General Funds - Presented by: Decius Aaron, Kira Harris- Braggs
- 5 Council Consideration to amend the FY2021 Operating Budget to approve the City's Organizational Chart, Pay & Classification and approve the Job Description for the Police Chief position - Presented by: Randy Knighton, Renee Wheeler
- 6 Council Consideration to approve a Resolution to authorize engaging certain consultants and entry upon private property for survey, inspection and appraisal purposes. - Presented by: Quinton Washington
- 7 REQUEST FOR PROPOSAL (RFP) NUMBER: 2021-0002P, CITYWIDE DEMOLITION SERVICES - Presented by: Lindell Miller, Decius Aaron
- 8 REQUEST FOR PROPOSAL (RFP) NUMBER 2020-0026 – Annual On-Call Water and Sewer Emergency, Operational Repair, Maintenance and Construction - Presented by: Lindell Miller, Decius Aaron

- 9 REQUEST FOR PROPOSAL (RFP) NUMBER 2020-0025 – City of Stockbridge Janitorial Maintenance Services - Presented by: Lindell Miller, Decius Aaron
- 10 REQUEST FOR PROPOSAL (RFP) NUMBER: 2021-0027, PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES

MAYOR'S COMMENTS (Mayor Anthony Ford)

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS- CITY OFFICES ARE CLOSED DUE TO COVID-19 PRECAUTIONS As a COVID precaution, City offices are closed to the public until further notice. Staff is operating under telework protocol. Please contact the City's webpage cityofstockbridge.com to contact each department for service and information. **HOLIDAY CLOSING** All City offices will be closed Friday, April 2, 2021 in observance of Good Friday. **UPCOMING MEETINGS & ANNOUNCEMENTS** Meeting will be held via Zoom until further notice. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates. • City Council Meeting at 6:00 p.m. Via Zoom – 2nd Monday of each month. • Main Street Advisory Board Meeting, at 9:00 a.m. Via Zoom - 2nd Friday of each month • Downtown Development Authority Meeting, at 6:00 p.m. Via Zoom - 3rd Tuesday of each month • Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month • Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month • City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each month unless otherwise noted.

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ADJOURNMENT



COUNCIL MEETING SUMMARY MINUTES

MONDAY, FEBRUARY 8, 2021 6:00 P.M.

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilman Alphonso Thomas

Administration

Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Michael Williams, City Attorney

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

The meeting was called to order by Mayor Ford.

Invocation by Mayor Pro Tem Alexander.

Pledge of Allegiance was recited all in unison.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present for the roll call.

Mayor Pro Tem Alexander motioned to amend the Agenda to add Bonding for Public Safety, Startup for the City's Police Department following Sheriff's Presentation; Second by Councilwoman Barber. The motion passed 5-0.

Mayor Pro Tem Alexander motioned to adopt the Minutes for the following meetings: Second by Councilwoman Gantt. The motion passed 5-0.

1. 12/14/2020
2. 12/22/2020
3. 12/29/2020

PUBLIC COMMENTS

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CEREMONIAL

Mayor Ford read the following proclamations:

Proclamation - Zeta Phi Beta Sorority, Incorporated

Proclamation – Black History Month

PRESENTATION

Newly elected Henry County Sheriff, Reginald Scandrett thanked the Mayor & Council for the opportunity to address the citizens of Stockbridge, noting while it is historic that he is the first African American Sheriff for Henry County, he is more than that, he is qualified for the position. Sheriff Scandrett noted he intends to build relationships between law enforcement and the community; noted he intends to address community concerns and enact community policing, with the emphasis on building the bridge between law enforcement and the community.

Mayor Ford thanked Sheriff Scandrett and wished him many years of great success and looks forward to continued dialogue and working together.

Councilman Blount thanked Sheriff Scandrett for coming, noting he has seen him reach across the aisles and across races, as a beacon of light; and wished the Sheriff much success in carrying out his vision for the County.

Councilwoman Barber thanked Sheriff Scandrett for his comments and asked the Sheriff to explain the difference between the Sheriff's Office and the Henry County Police Department, noting often citizens are unaware, and asked how the Sheriff's office would work together with the Henry County Police to bring about a positive impact on the community.

Sheriff Scandrett noted simply put, the Police deal with crime and the Sheriff deals with the person; noting the importance of working together and that he intends to look at the issues and concerns plaguing Stockbridge, noting if it existed before, that day is changing for the better.

Mayor Pro Tem Alexander thanked Sheriff Scandrett for accepting the invitation to attend the meeting and asked the Sheriff to speak to the growth of the County, manpower and equipment needs for success.

Sheriff Scandrett noted the Sheriff's office needs 21st century ways of doing things and must have 21st century equipment to operate effectively.

Councilman Thomas thanked Sheriff Scandrett for coming, noting the recent 10th Annual African American History Celebration where Sheriff Scandrett was recognized with the Visionary Award, not because he is an African American, but for his 21st Century Vision, encouragement, and motivation; asked that he remain focused and wished the Sheriff much success.

Sheriff Scandrett thanked Councilman Thomas and noted he has been sworn and elected to do a job for the 240,000 residents in Henry County who are waiting on us to take our rightful position and represent them in the right way, and stating he is honored to serve.

Councilwoman Gantt thanked Sheriff Scandrett and welcomed him to the position of Sheriff and looks forward to working with him.

Mayor Ford conveyed his appreciation to the Sheriff and thanked him for his presentation.

NEW BUSINESS

4. Council Consideration to approve \$3,000,000.00 bonding for the initial startup of the City of Stockbridge Police Dept. & Equipment.

Mayor Pro Tem Alexander expressed the importance of the City of Stockbridge being the largest populated city in Henry County and not having a police department, and those Henry County cities with smaller jurisdictions do; and noted the City will vote tonight on historic bonding of projects, including public safety.

Mayor Pro Tem Alexander motioned to approve moving forward with bonding \$3 million for the start-up cost of a Stockbridge Police Department.

Councilman Blount called for a Point of Order and noted this was supposed to be a discussion item only and expressed his concerns with the City Manager possibly not knowing about a possible vote. Councilman Blount also noted there should be proper discussion with appropriate funding for a police department.

Mr. Knighton noted while there have been previous discussions with regarding to implementing a police department, there needs to be a thorough discussion with direction from Council including Ed Wall, Financial Advisor and Doug Selby, Bond Counsel to discuss bonding.

Councilman Blount inquired on the initial impact with the General Fund and expenditures and expressed the City would be obligated to pay the interest rates on the bonds.

Mr. Knighton noted if the bonds are expended, it would come out of the General Fund for 15 years.

Mr. Wall noted SPLOST IV and V will fund the Amphitheater and Trail Project and a large portion will be carried by the General Fund, there will be a \$970,000 increase in the General Fund with capitalizing the interest with bonding, with the first payment occurring in August 2022 and the first full freight will be in fiscal year 2023 noting he was asked to run the numbers for \$3 million to add police equipment, vehicles and furnishing for the new precinct and noted there would be a need to borrow a term equal to the useful life of the equipment where 7 years would be the useful life of equipment and with a 7-year term and \$3 million bond, that would add another \$535,000 to the General Fund until another source of revenue comes in.

Councilman Thomas confirmed the prior 10-year discussions of the City's desire to add police services to the City, noting the need for the City of Stockbridge to provide public safety for our citizens.

Councilwoman Barber expressed her support for the bonding and start-up of a police department.

Councilwoman Gantt noted she is in favor of the bonding and referenced the feasibility study which noted if there is no city tax implemented the City would be operating in the red and would like to know the actual cost for a start-up and expressed there should be a whole plan laid out.

Mayor Ford noted having a police department would be a great thing for the City considering there have been several issues with the SDS (Service Delivery Strategies) Agreement with the County; and noted his concern would be speaking with citizens and letting them know there could be a property tax implemented.

Mayor Pro Tem Alexander motioned to approve moving forward with bonding \$3 million for the start-up cost of a Stockbridge Police Department; second by Councilwoman Barber. The motion passed 3-1-1 (Councilman Blount Opposed, Councilwoman Gantt Abstained).

5. Amphitheater Project Update

Presented by Randy Knighton – City Manager, Kirk Voelkel, Amphitheater Construction Project Mgr. - H J Russell, Carl Trevathan - City Project Manager - Keck & Wood and Heather Hubbell, TSW – Architect

Mr. Voelkel proceeded with a video presentation of the Amphitheater construction progress noting the projected completion to be near the end of May 2021.

6. Council Consideration to approve Amphitheater Change Order in the amount of \$ 2,371,922.77 Funding Source: Bond and SPLOST V.

Presented by Randy Knighton – City Manager, Kirk Voelkel, Amphitheater Construction Project Mgr. - H J Russell, Carl Trevathan - City Project Manager - Keck & Wood

Mr. Knighton noted the Change Order references the main parking areas and enhanced landscaping designs around the detention ponds, noting the prior issue with unsuitable soil which had to be addressed causing the plan to change from one detention pond to three detention ponds.

Councilman Blount inquired if there would be buffering to help with noise and asked if there would be police presence to monitor Lee St. and Bryant St.

Mr. Knighton noted there are landscape plans to enhance Lee St. and E. Atlanta Rd. to help with the flow of traffic and it would be imperative to have police presence at certain intersection points.

Councilwoman Barber inquired about line item #31 that mentioned a fee of 4% (\$91,000) and does not give a description.

Mr. Trevathan noted that is the contractor's profit.

Councilwoman Barber inquired on a total cost of completion of Amphitheater with another set of numbers for contingencies which would be around \$3.3 million.

Mr. Knighton noted \$7 million was allocated to bond and around \$3 million for road enhancements and staff is trying to put the figures together for the overall amount to bond.

Councilwoman Barber expressed the Amphitheater project was approved before being elected and noted when she came on board, the first thing she wanted to see was the contract where she learned the initial \$15.6 million only covered the structure of the building and wanted to know how much more will it cost to complete the project.

Councilwoman Gantt noted there were discussions with the City Manager and City Attorney about the new change order where the changes came about after the project was bid out.

Mayor Pro Tem Alexander motioned to approve Amphitheater Change Order in the amount of \$ 2,371,922.77 Funding Source: Bond and SPLOST V: Second by Councilwoman Gantt. The motion passed 5-0.

7. Council Consideration to approve the Stockbridge Public Facilities Authority Taxable Revenue Bond (Public Amphitheater Project), to be issued in the amount of \$7,000,000, and the use of SPLOST V revenues to pay all or a portion of the bond debt service. Presented by Randy Knighton, City Manager and Ed Wall, Financial Advisor.

Mr. Wall noted there are three (3) bond issues: Amphitheater Project, Cultural Arts Center, and the Trails Projects. Mr. Wall noted an additional \$3 million was added to the Cultural Arts Center for police equipment, \$5 million was allocated to the Amphitheater using the General Fund and \$6.3 million was allocated from SPLOST IV. Mr. Wall also noted Keck & Wood submitted a line item for the total construction of the Amphitheater which would need a total of \$19,875,300 for completion with \$200,000 for contingencies. Mr. Wall expressed with the \$18,125,000 (\$5 million from General Fund, \$6.3 from SPLOST IV and \$6,825,000 from PFA Bond), that leaves a shortage of \$1,750,300. Mr. Wall noted there is \$3 million in SPLOST IV SunTrust bank account for roadwork, the City could use the funds from the SPLOST IV account which would leave \$1,249,700 for road work. Mr. Wall mentioned if there is more money needed for road work, there is \$4,590,458 in SPLOST V to allocate towards road work. Mr. Wall noted there was \$20,525,905 in SPLOST IV project list which would be collected over a 4-year period starting April 1, 2021. Mr. Wall noted there was \$9,836,695 for Civic Projects and Buildings from SPLOST and will be used for the Amphitheater and Cultural Arts Center; the Cultural Arts Center will cost \$14 million, \$2,836,000 will be funded with SPLOST V. Mr. Wall noted the annual payments for the bond debt service will be made from SPLOST V, the General Fund will only be responsible for operations and maintenance cost, the Capital cost will be fully funded with all other revenue sources. Mr. Wall expressed there will need to be a bond issuance for \$11,163,305 and will be paid from the General Fund and will be a 15-year bond at 2.25% with annual payments of \$975,000; while the bond for the Amphitheater and Trails will have a 4-year bond payable

from SPLOST IV. Mr. Wall noted the General Fund will need to have \$1,77,000 annually and the \$3 million for police equipment will be advertised over a 7-year period and will add \$535,000 to it. Mr. Wall concluded Series 2021A Bond will have a 4-year maturity and interest rate of 1.32% which will fund the Amphitheater and a portion of the Cultural Arts Center; Series 2021B Bond will have a 4-year maturity and an interest rate of 1.04% with trails being tax exempt; and, Series 2021C Bond will have a 15-year maturity with an interest rate of 2.34% to fund the Cultural Arts Center and add police which would have a 7-year maturity and interest rate of 2.25%.

Councilman Blount inquired on how the City could sustain itself with current budget and loss of revenue.

Mr. Wall mentioned there would likely need to be a property tax.

Mayor Pro Tem Alexander expressed its best to move forward.

Councilman Thomas called for the vote.

Councilwoman Gantt noted her concerns with where the numbers are coming from and expressed bond interest rates are normally low and recommended tabling the item.

Councilman Blount motioned to approve the Stockbridge Public Facilities Authority Taxable Revenue Bond (Public Amphitheater Project), to be issued in the amount of \$7,000,000, and the use of SPLOST V revenues to pay all or a portion of the bond debt service; with the subsequent motion for the 2021A Bond in the amount of \$9,910,000 included the \$7 million for the Amphitheater and \$2.8 million of the Cultural Arts Center plus issuance costs: Second by Councilwoman Gantt. The motion passed 5-0.

8. Council Consideration to approve the Stockbridge Public Facilities Authority Revenue Bond (Cultural Arts Center and Trails Project), to be issued in the amount of \$3,940,000 on a tax-exempt basis, and the use of SPLOST V revenues to pay all or a portion of the bond debt service; and the Stockbridge Public Facilities Authority Revenue Bond (Cultural Arts Center Project), to be issued in the amount of \$11,640,000 on a tax-exempt basis. Presented by Randy Knighton, City Manager and Ed Wall, Financial Advisor.

Councilman Blount motioned to Table: Second by Councilwoman Gantt. The motion failed 2-3 (Mayor Pro Tem Alexander,

Councilwoman Barber and Councilman Thomas Opposed).

Mayor Pro Tem Alexander motioned to approve Series 2021A bond issue with a 4-year maturity at an interest rate of 1.32% to fund the Amphitheater and a small portion of the Cultural Arts Center in the amount of \$9,910,000.00: Second by Councilman Thomas. The motion passed 4-1 (Councilman Blount Opposed).

Mayor Pro Tem Alexander motioned to approve Series 2021B bond issue with a 4-year maturity at an interest rate of 1.04% to fund a portion of the Trails in the amount of \$1,030,000.00: Second by Councilwoman Gantt. The motion passed 5-0.

Mayor Pro Tem Alexander motioned to approve Series 2021C bond issue with a 15-year maturity at an interest rate of 2.34% to fund a portion of the Cultural Arts Center and Police Capital Equipment in the amount of \$14,830,000.00: Second by Councilman Thomas. The motion passed 3-1-1 (Councilman Blount Opposed, Councilwoman Gantt Abstained).

Councilman Thomas reminded Council in-house permitting could have brought in revenues annually of \$400-500,000.

9. Council Consideration to appoint a member to the Main Street Advisory Board.
Presented by Kira Harris-Braggs, Main Street Program Manager

Kira Harris-Braggs, Main Street Program Manager noted this would fulfill the position for a business owner or operator outside the Main Street district and would like to nominate Rocio Camacho for the position for a two-year term.

Councilman Thomas motioned to appoint Rocio Camacho to the Main Street Advisory Board to serve a two-year term: Second by Mayor Pro Tem Alexander. The motion passed 5-0.

COMMENTS FROM THE MAYOR

Mayor Ford reminded the public that we are still amid a pandemic and noted the Free Testing at Heritage Senior Center in McDonough Mon-Thu from 9am – 3pm and Sat 9am to noon, and to call 800-847-4262 for an appointment or visit the Department of Health's website for information; referenced the number to call for the Phase I vaccination 762-888-8180 and noted the 2nd shots will start tomorrow at 8:30am at the Atlanta Motor Speedway and next Tuesday 1st vaccination shots will be administered at J P Moseley Recreation Center in Stockbridge for Phase I which includes Healthcare Providers, Long Term Care Providers, EMS or Police,

Firefighter, Correction Facility Workers, Age 65+ or their Caregivers and noted additional information regarding COVID, testing and vaccinations can be found on the City's website;.

Councilman Thomas noted he had received the vaccination and videoed the event.

Mayor Ford thanked Councilman Thomas for an outstanding African American History Program; and noted the passing of Mr. Eugene Edward, former president of the Henry County NAACP and longtime Stockbridge resident, and asked for continued prayers for the Edwards family.

CITY OFFICES ARE CLOSED DUE TO COVID-19 PRECAUTIONS

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UPCOMING MEETINGS & ANNOUNCEMENTS

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- City Council Meeting at 6:00 p.m. Via Zoom – 2nd Monday of each month.
- Main Street Advisory Board Meeting, at 9:00 a.m. Via Zoom - 2nd Friday of each month
- Downtown Development Authority Meeting, at 6:00 p.m. Via Zoom - 3rd Tuesday of each month
- Youth Council Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month
- Youth Council Meeting, at 6:30 p.m. Via Zoom - 3rd Wednesday of each month
- Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month
- City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each month unless otherwise noted.

UPCOMING PUBLIC HEARING

March 8, 2021 6:00 p.m. REZONING CASE # RZ-2020-02

UPCOMING COUNCIL INITIATIVES

Join Mayor Pro Tem Elton Alexander for the 5th Annual Women's History Month Celebration taking place virtually, March 7, 2021. For more information, please contact Zenovia Pearson at 404-565-5109.

Mayor Pro Tem Alexander motioned to adjourn: Second by Councilwoman Gantt. The motion passed 4-0 (Blount was not present for the vote).



WORK SESSION MEETING SUMMARY MINUTES

TUESDAY, FEBRUARY 23, 2021 6:00 P.M.

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilman Alphonso Thomas

Administration

Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton Washington, City Attorney
Jeremy Berry, City Attorney

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

The meeting was called to order by Mayor Ford.

Invocation by Councilman Blount.

Pledge of Allegiance was recited all in unison.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present.

Councilman Blount motioned to amend the Agenda to Convene into Executive Session following Item #5 for the purpose of Litigation and Personnel matters pertaining to Litigation for BBQ Masters: Second by Councilwoman Gantt. The motion passed 4-0-1 (Mayor Pro Tem Alexander abstained).

Review of the Minutes for the following meetings: No Action

1. 1/11/2021
2. 1/15/2021
3. 1/26/2021

PUBLIC COMMENTS

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None

Mr. Knighton called for a motion to approve the appointment of the City's new legal representation.

Mayor Pro Tem Alexander motioned to approve Bell & Washington LLP as the City's Legal Counsel: Second by Councilwoman Gantt. The motion passed 5-0.

NEW BUSINESS

4. Council Consideration to approve FY2022 LMIG List.
Presented by Decius Aaron, Public Works Director

Decius Aaron, Public Works Director noted this is the first list from a revised road evaluation that was completed in 2018 which includes two (2) major roads, Davidson Pkwy and Old Atlanta Rd. Mr. Aaron noted this will be the first time resurfacing 2 roads for: Carriage Lake which was annexed in 2017, Willow Springs Ln, Stagecoach, Monarch Villages and will also include every road for the Legends.

Mr. Knighton added an analysis is determined with which roads are picked.

Councilman Blount motioned to approve FY2022 LMIG List: Second by Councilwoman Gantt. The motion passed 5-0.

DISCUSSION

5. Proposed Aquatic Center.
Presented by Randy Knighton, City Manager

Randy Knighton, City Manager noted there was a discussion about a location for the approve aquatic center for \$25 million. Mr. Knighton noted a list of assessment from a consultant was hired to determine the location and the Bridges of Jodeco was the preferred location with the developer of the site has deciding to donate the land. Mr. Knighton expressed Mayor Ford provided a letter to the Chair Harrell of the County in support of the aquatic center which would be in the City Limits of Stockbridge and maintained by the City. Mr. Knighton noted there will be a County meeting held on March 9th to discuss proposed location and once the location is determined a plan will be put into place.

Mayor Ford added in the letter sent to the County it mentions a joint agreement and looks of hoping to have an IGA (Intergovernmental Agreement) with the County.

Mayor Pro Tem Alexander motioned to approve Resolution in support of the Henry County Aquatic Center location at the Bridges of Jodeco with an IGA between the City and Henry County to be negotiated: Second by Councilwoman Barber. The motion passed 5-0.

EXECUTIVE SESSION

Councilman Blount motion to convene Executive Session: Second by

Councilwoman Gantt. The motion passed 5-0.

Councilwoman motioned to adjourn Executive Session: Second by Councilwoman Barber. The motion passed 4-0 (Mayor Pro Tem Alexander was not present for the vote).

Councilwoman Gantt motioned to reconvene the meeting: Councilman Thomas. The motion passed 4-0 (Mayor Pro Tem Alexander was not present for the vote).

Mayor Pro Tem Alexander joined the meeting.

Councilman Blount motioned to approve a \$7,000 3-month contract to retain former City Attorney Michael Williams for legal counsel as it relates to the BBQ Masters litigation: Second by Councilwoman Gantt. The motion passed 3-0-1 (Councilwoman Barber opposed). (Mayor Pro Tem Alexander did not participate in the vote).

Councilwoman Gantt motioned to confirm Brecca Johnson as the Community Development Director: Second by Councilman Thomas. The motion passed 5-0.

COMMENTS FROM THE MAYOR

Mayor Ford referenced the devastation in the State of Texas with regard to the tragedy from the loss of power and noted the Henry County Post 516, Henry County Government, and the Cities of Henry County have partnered to ship a truckload of bottled water in support of our fellow Texans; reminded everyone of your constitutional right to vote, and noted Early Voting is taking place right now at various locations including the Merle Manders Conference Center with an EPLOST referendum item on the ballot for Henry County Schools and calling for \$325 million dollars for capital school projects, technology improvements, transportation and fine arts; noted advanced voting underway (please visit the City's website or the contact the Elections Office for dates, times and locations for voting); noted we are still in the midst of a pandemic and to continue with social distancing, wearing your masks and washing your hands and noted the focus is now being placed on vaccinations and urged citizens who are having problems getting through to please keep trying; noted Henry County began rotating locations throughout the County where 600+ First Doses were issued last week at the Merle Manders Conference Center and 600+ First Doses were issued at the J P Moseley Recreation Center today and next First Doses will be issued next Tuesday, March 2nd at the Locust Grove Senior Center beginning at 8:30am, and again at the same location on March 9th, then returning to the Merle Manders Conference Center on March 16th for Second Doses, JP Moseley on March 23rd and Locust Grove on March 30th; and asked that you call 762-888-8180 from 8am -5pm Wednesday - Friday to reserve your vaccination, and noted the vaccinations are still being issued in Phase1A: which includes Healthcare Providers, Long Term

Care Providers, EMS or Police, Firefighter, Correction Facility Workers, Age 65+ or their Caregivers and noted vaccinations are also being issued by CVC and Walgreens; noted testing is still taking place daily at the Heritage Senior Center in McDonough and more COVID information can be found on the City's webpage.

Councilman Blount asked for prayers for Commissioner Gary Barham and his family who is in critical condition relating to COVID.

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- Main Street Advisory Board Meeting, at 9:00 a.m. Via Zoom - 2nd Friday of each month
- Downtown Development Authority Meeting, at 6:00 p.m. Via Zoom - 3rd Tuesday of each month
- Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month
- Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month
- City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each month unless otherwise noted.

UPCOMING PUBLIC HEARING

February 25, 2021 6:30 p.m. & March 8, 2021 6:00 p.m. Rezoning Case # RZ-2020-02

UPCOMING COUNCIL INITIATIVES

Join Councilwoman Thomas on Saturday, February 27th at 4pm for the African American History Celebration Virtual Awards Ceremony. Please visit the City's Facebook Page and Website for the Virtual Link.

Join Councilwoman Barber for the Community Blood Drive Saturday, March 6, 2021 from 10am to 4pm at the Ted Strickland Community Center. For more information, please contact Zenovia Pearson at 404-565-5109.

Join Mayor Pro Tem Elton Alexander for the 5th Annual Women's History Month Celebration taking place virtually, March 7, 2021 at 3:00 p.m. For more information, please contact Zenovia Pearson at 404-565-5109.

Councilwoman Gantt motioned to adjourn: Second by Councilman Blount. The motion passed 5-0.

December 9, 2020

VIA EMAIL

Linda M. Logan, Senior Planner
Planning and Zoning Division
Community Development Department
City of Stockbridge
Municipal Court Building
4602 North Henry Boulevard
Stockbridge, GA 30281

Re: Neil Koelbl for Brannon Road Rezoning Application

Dear Linda:

As legal counsel for the Neil Koelbl in connection with the above referenced rezoning, I am hereby submitting to you the following items as amendments to the submitted application:

1. Updated Site Plan dated December 4, 2020;
2. Notice of Preservation of Constitutional Allegations;
3. Revised Proposed Conditions; and
4. Surrounding Area Development Map.

Please advise if you need full size copies of any of the attached.

Sincerely,



Michèle L. Battle

NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF CONSTITUTIONAL RIGHTS

The portions of the City of Stockbridge Zoning Ordinance, facially and as applied to the Subject Property, which restrict or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the City of Stockbridge Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal by the City of Stockbridge City Council to amend the land use and/or rezone the Subject Property to the classification as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

A refusal to allow the land use amendment and/or rezoning in questions would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the land use amendment and/or rezoning in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A. Section 36-66/1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

The existing land use designation and/or zoning classification on the Subject Property is unconstitutional as it applies to the Subject Property. This notice is being given to comply with the provisions of O.C.G.A. Section 36-11-1 to afford the County an opportunity to revise the Property to a constitutional classification. If action is not taken by the County to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the County on notice that it may elect to file a claim in the Superior Court of Fulton County demanding just and adequate compensation under Georgia law for the taking of the Subject Property, diminution of value of the Subject Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

Brannan Road Tract (RZ-2020-02)
Proposed Zoning Conditions

1. The requested rezoning shall not be approved until the applicant's requested recombination of the five parcels (Recombination Plat Case #RC-2020-03) is approved by the Planning Commission. This is because the applicant has requested the rezoning of all five parcels together, in contemplation of developing a subdivision.
2. The applicant or developer must submit a subdivision application for review and approval by the Planning Commission after the rezoning of the property is approved. An official subdivision plat must be approved by the City and recorded with Henry County Government before any land disturbance permit may be issued to develop the subdivision.
3. The developer shall seek and obtain a Development Agreement with the City of Stockbridge at the appropriate time, to be determined by the City, for the development of the proposed subdivision. Such Development Agreement shall list the approved Zoning Conditions from the RZ-2020-02 rezoning case, as well as any other mutually-agreed-upon requirements.
4. A maximum of 147 lots and 147 single-family detached homes shall be constructed on the property.
5. The subdivision shall be developed in accordance with the submitted revised site plan that was received by the City of Stockbridge Department of Community Development, entitled "Brannan Road Tract", comprising Sheet #1.1, as was prepared by Moore Bas Consulting on **November 5, 2020**. Said plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. In the event that the Recommended Conditions of Zoning cause the approved site plan to be substantially different, the applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.
6. The developer shall construct an offsite sanitary sewer line extension to the property, at the developer's expense, in cooperation with the Henry County Water and Sewer Authority. This may require that the developer acquire any needed easements, also at the developer's expense."
7. A fence (non-chain link) shall be constructed along the northern boundary of the property. (I would recommend including vinyl-coated chain link as an option – I think this would be better than a wooden privacy fence long-term)
8. **A minimum of 20% of the site shall be preserved as open space.** The existing floodplain area, pond, and other open space areas shall be preserved, and they shall include

walking paths that are constructed of pervious materials. The open space area near the existing pond shall include a minimum of the following: One children's playground, central mail kiosk with vehicle pull-off area, two grills or fire pits and two picnic tables.

9. A landscaping plan shall be submitted and shall comply with the requirements of the City's Landscaping, Buffers and Tree Protection Ordinance.
10. Sidewalks shall be installed along at least one side of each internal subdivision street.
11. A homeowner's association shall be established, or a property management company shall be secured, for the purpose of maintaining all common areas of the site.
12. The existing real estate leases pertaining to the cell tower on the property shall be honored for the duration of the leasing periods, per the existing leasing agreements. (Neil – you should review this condition as it may not be in your favor regarding honoring existing lease agreements – if the lease is to transfer to you at closing, this will need to be re-worded)
13. The zoning of the property may revert back to 'RA', or to some other zoning district, if the Mayor and City Council chooses after a period of twelve months if no land disturbance permit has been obtained by the developer for the development of the subdivision as a whole. (Neil – you should review this condition and make sure you are okay with this.)
14. Each home shall have a minimum two-car garage.
15. The homes shall consist entirely of a combination of two or more of the following on all sides: Brick, stone, stucco, and cement fiberboard. Vinyl based products are only permissible in the soffits, eaves, and fascia.
16. Any disturbed areas of residential lots shall be sodded except where landscaping is present or installed.
17. All homes shall have a minimum of 2,000 square feet of heated space.
18. There shall be a minimum 30-foot-wide buffer around the perimeter of the property boundary with the exception of areas required for access or utility connections.
19. All lots backing up to Brannan Road shall have a minimum lot area of 15,000 square feet.
20. Subdivision entrance to Brannan Road shall be boulevard style with monument signage located outside of the public right-of-way. Signage shall incorporate a water feature in its design.

HIGHLANDS AT
EAGLES LANDING
ZONING: RM
MIN. LOT WIDTH: 95'
MIN. LOT AREA: 13,000 SF
FINAL PLATTED: 1999

THE SUMMIT AT
EAGLES LANDING
ZONING: RM
MIN. LOT WIDTH: 65'
MIN. LOT AREA: 7,200 SF
FINAL PLATTED: 2000

CLARK MEADOWS
SUBDIVISION
ZONING: PD
MIN. LOT WIDTH: 60'
MIN. LOT AREA: 7,260 SF
LOTS FRONTING BRANNAN
ROAD: 75' WIDE (15,000 SF)
FINAL PLATTED: 2007

SUBJECT PROPERTY
PROPOSED ZONING: R3
MIN. LOT WIDTH: 75'
MIN. LOT AREA: 12,000 SF
LOTS FRONTING BRANNAN
ROAD: 75' WIDE (15,000 SF)

MOSS POINTE
SUBDIVISION
ZONING: R2
MIN. LOT WIDTH: 100'
MIN. LOT AREA: 18,000 SF
FINAL PLATTED: 2001

CROWN WALK
SUBDIVISION
ZONING: R2
MIN. LOT WIDTH: 125'
MIN. LOT AREA: 30,000 SF
LARGER LOTS IN ORDER
TO ACCOMMODATE
SEPTIC
FINAL PLATTED: 1997



January 8, 2021

RE: A Proposed Rezoning Project at Brannan Road – Henry County, City of Stockbridge Parcel ID# 088-02045000, 088-02049000, 088-02049005, 088-02050000 & 088-02051000

Dear Property Owner:

We would like for you to join our Zoom Video Meeting Thursday, January 21, 2021 from 6:00pm – 7:30pm to discuss the proposed rezoning of the properties located at Brannan Road – Henry County, City of Stockbridge Parcel ID# 088-02045000, 088-02049000, 088-02049005, 088-02050000 & 088-02051000 from RA to R-3 for the development of a 147 units single family detached residential subdivision.

Below are the meeting instructions. There are multiple ways for you to join the meeting, including via your computer, tablet, or cell phone, with or without video. If you are unable to make it, but would like to learn more, please contact our office at (404) 601-7616 ext. 2 or email us at bdc@battlelawpc.com and we'll send you a summary of the meeting.

You are invited to a Zoom meeting.

When: Jan 21, 2021 06:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/join/register/tZMpc-mvqzwuGNKYpXY34IyXfRh4WW4XIj2W>

After registering, you will receive a confirmation email containing information about joining the meeting.

Please contact our offices if you have any questions regarding the meeting.

Sincerely,



Michèle L. Battle



Zoom Step by Step Instructions

Go to <https://otago.zoom.us/join> and Enter the Meeting ID that you have been provided with in the appropriate field and click “Join” (the meeting ID will be a 9 digit or 10 digit number)

If joining from a mobile Device

If you are joining from a mobile device (Android smartphone/tablet, Apple iPhone/iPad) then it will simply prompt you to download the Zoom Cloud Meeting app from the App/Play Store.

If joining from a computer

When entering a Zoom meeting for the first time from a computer you may need to download a small application file. This process is easy to complete on all commonly used browsers. Google Chrome should automatically download the file.

Just before Entering the meeting you will be prompted to enter a display name. This name is simply to identify you in the meeting.

Join Audio via Computer

You will then be prompted how you wish to join your audio. If you wish to join audio via the telephone, follow the instructions further down, otherwise simply select Join Computer by Audio

Join Audio via Telephone

Dial in as using the number provided, however after entering the Meeting ID, you will be prompted to enter your Participant ID/Password. Simply enter this number followed by # and the video audio will then be synchronized.

Raising Your Hand

As the non-speaker if you wish to ask a question or make a point during the meeting it's good protocol to use the “Raise Hand” facility.

If the tool bar is not showing at the bottom of the Zoom window, place your cursor over the Zoom window so it appears and select the “Participants” icon.

A window listing other participants will appear, there is also a “Raise Hand” icon, click the icon to make it known to the Host that you would like to raise your hand.

If you wish to lower your hand, click the “Lower Hand” icon that will have replaced the “Raise Hand” icon.

Leave Meeting

To leave a meeting from Zoom on your desktop, select “End Meeting” then “Leave Meeting.”

PRESENTATION FOR
REZONING CASE
#RZ-2020-02:
From 'RA' to 'R-3' For A
Proposed Subdivision
At Brannan Road and
North Salem Drive

Presented To:

Planning Commission—02/25/21
Mayor & City Council—03/08/21

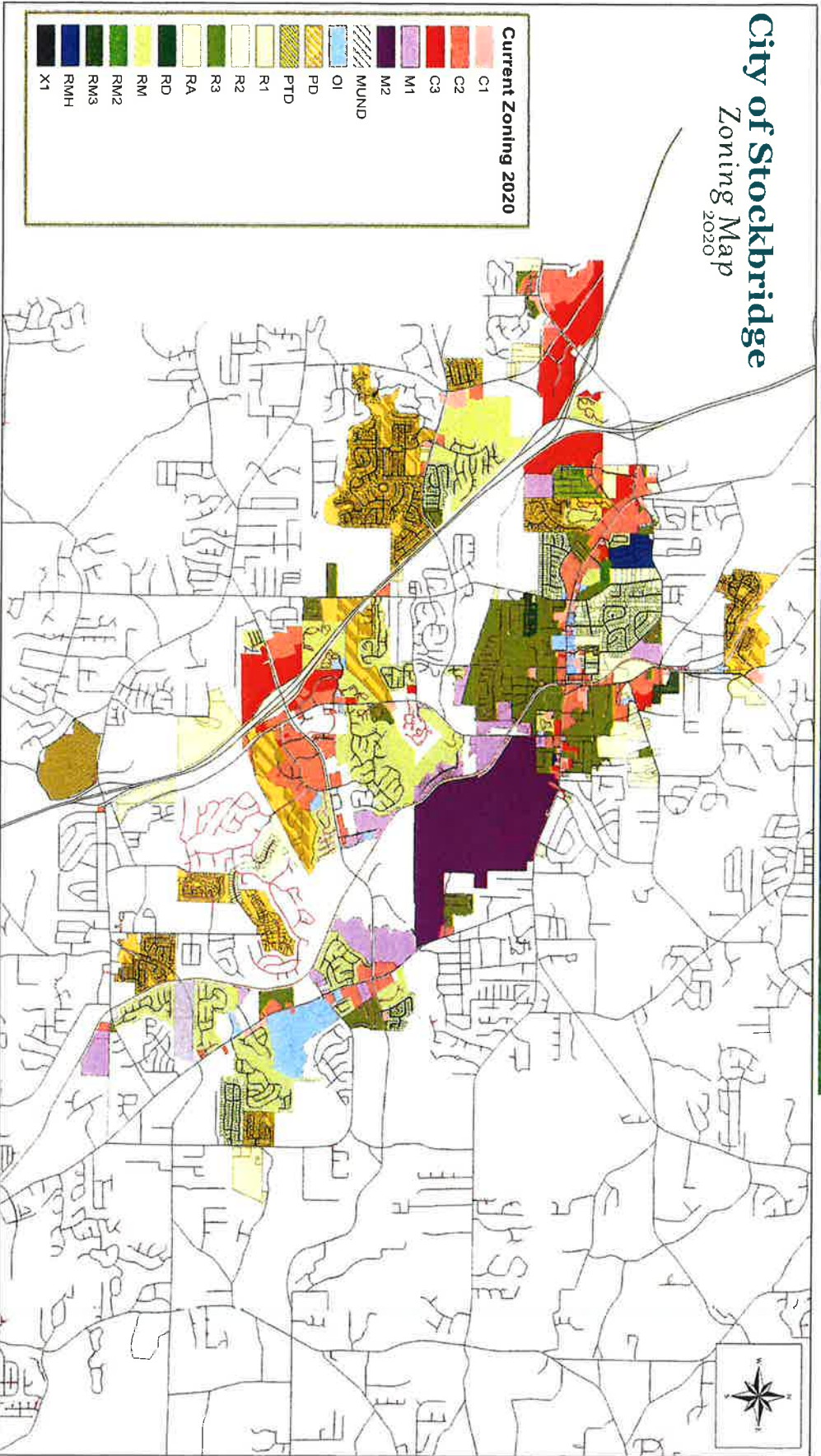
By:

City of Stockbridge Community Development
Department, Planning and Zoning Division
Linda M. Logan, Senior Planner

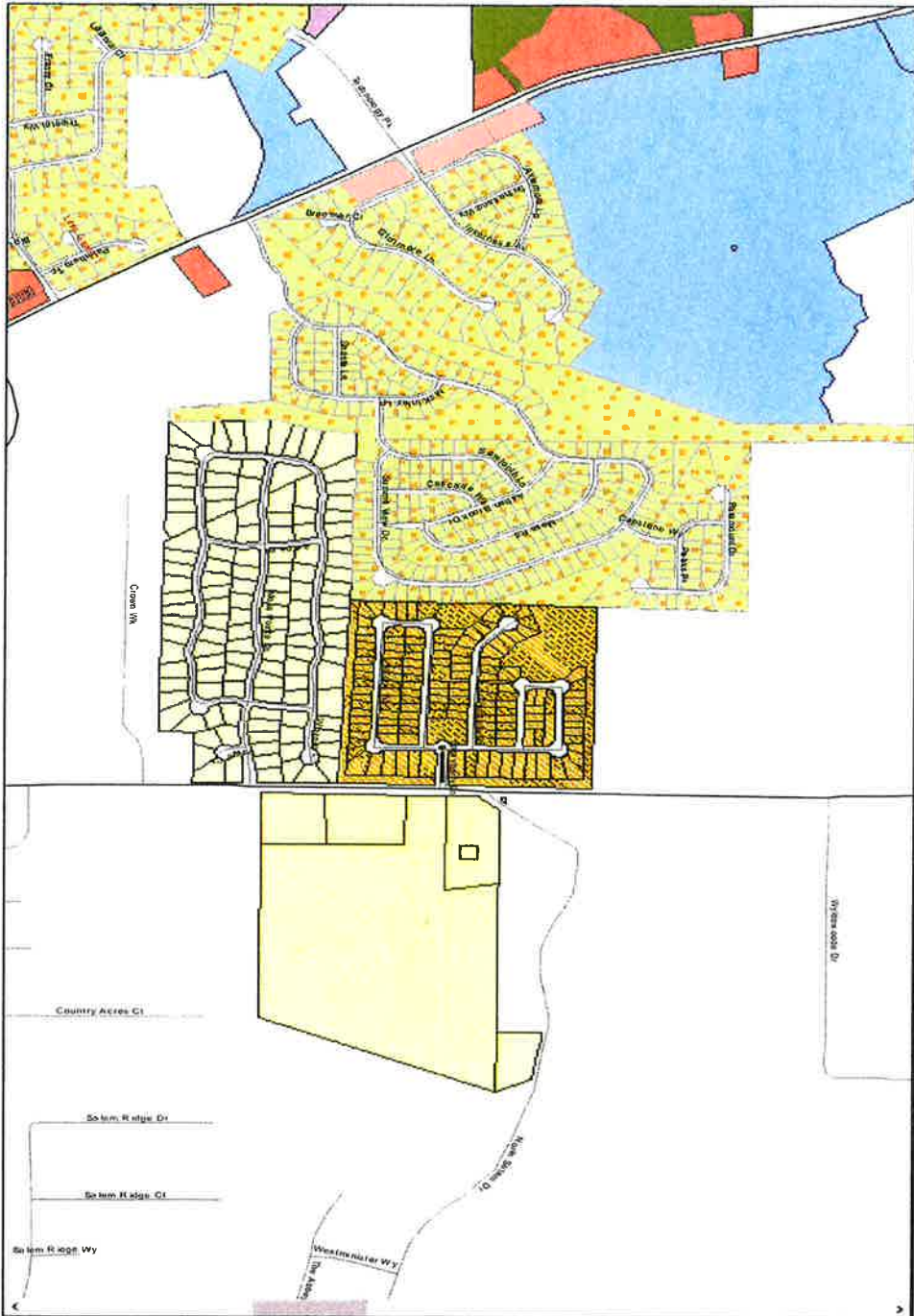


CITY'S 2020 ZONING MAP (With Legend)

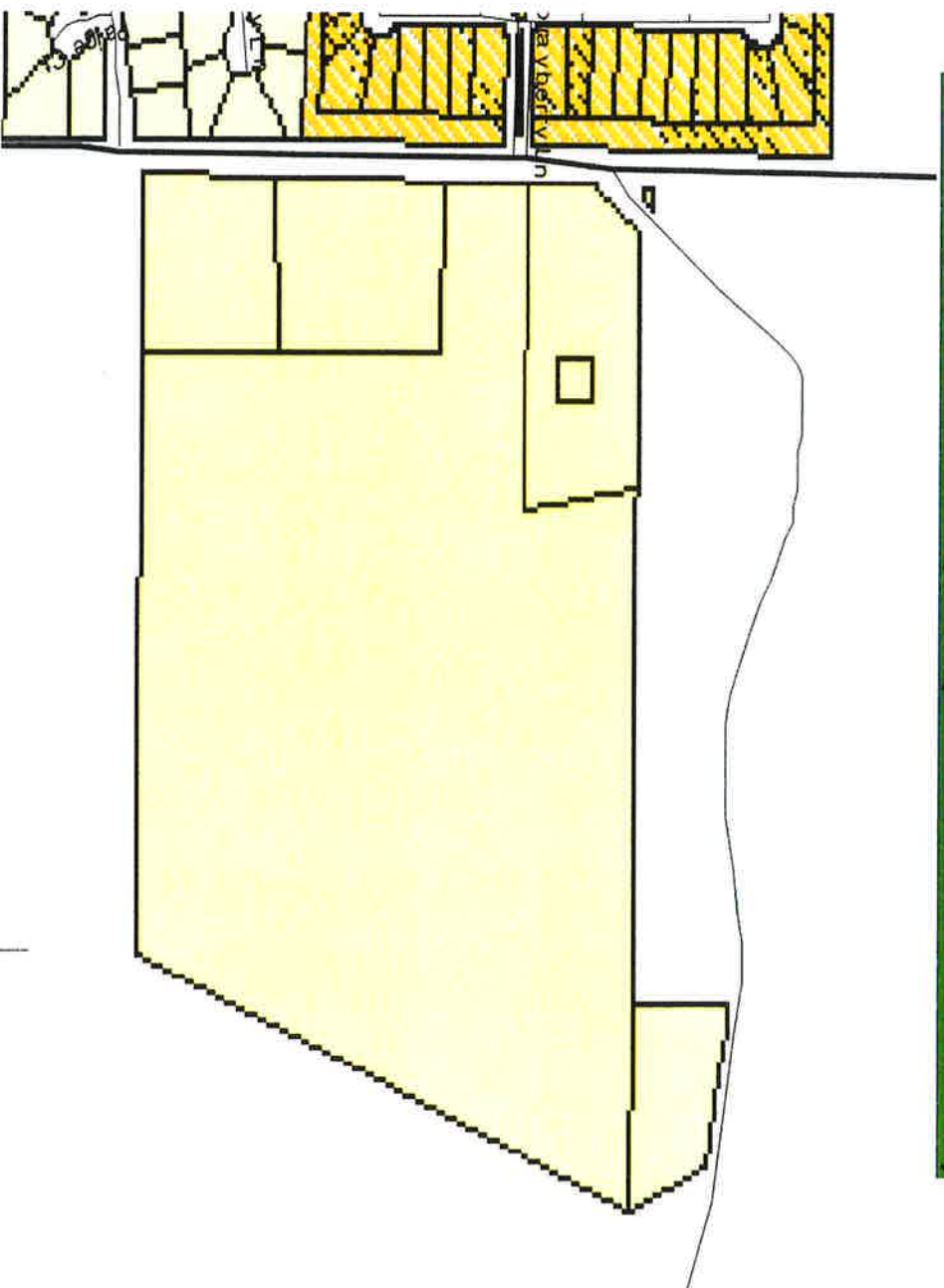
City of Stockbridge
Zoning Map
2020



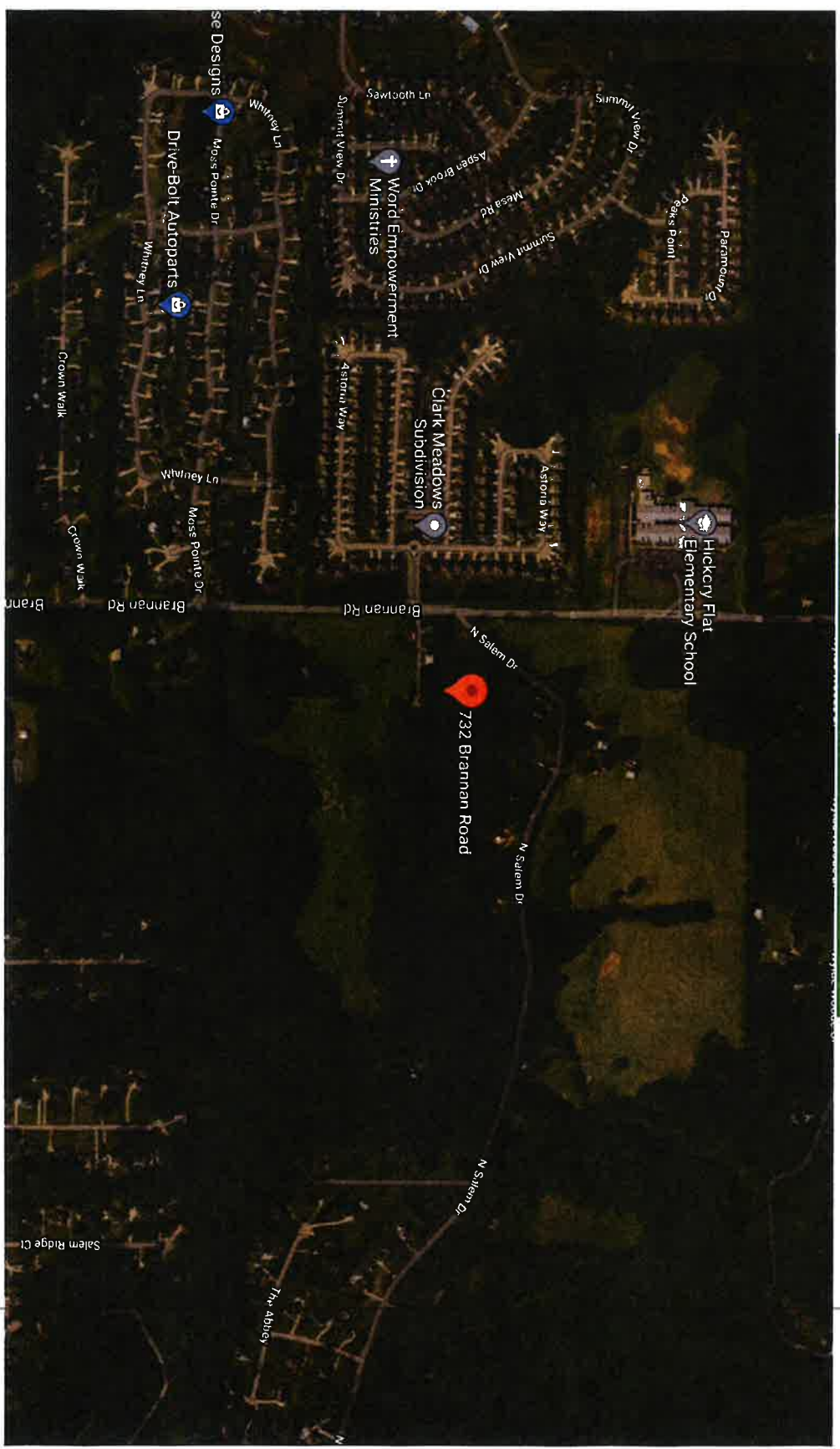
VICINITY ZONING MAP



PARCEL ZONING MAP (All 5 parcels are zoned 'RA')



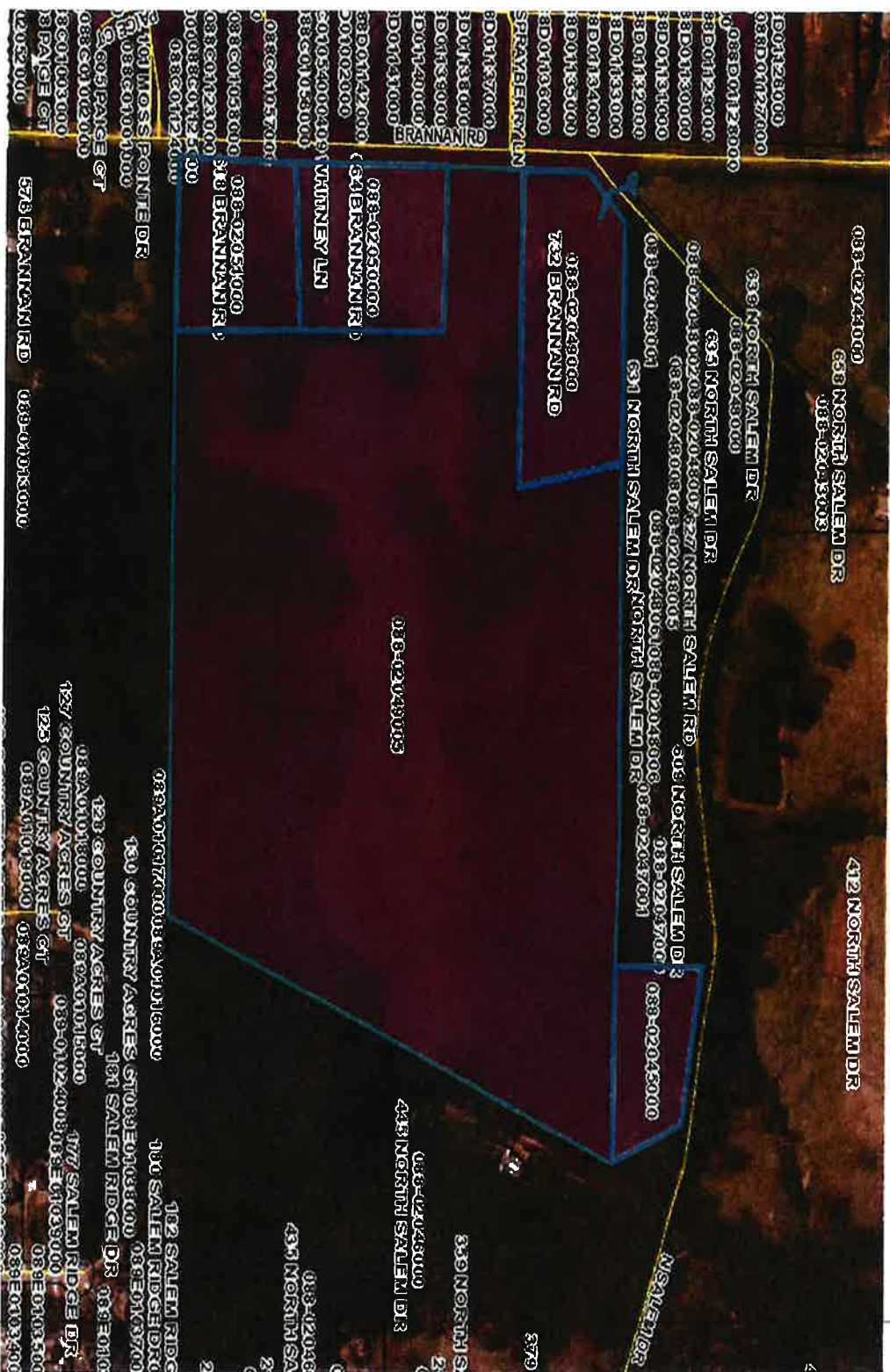
AERIAL PHOTO OF VICINITY



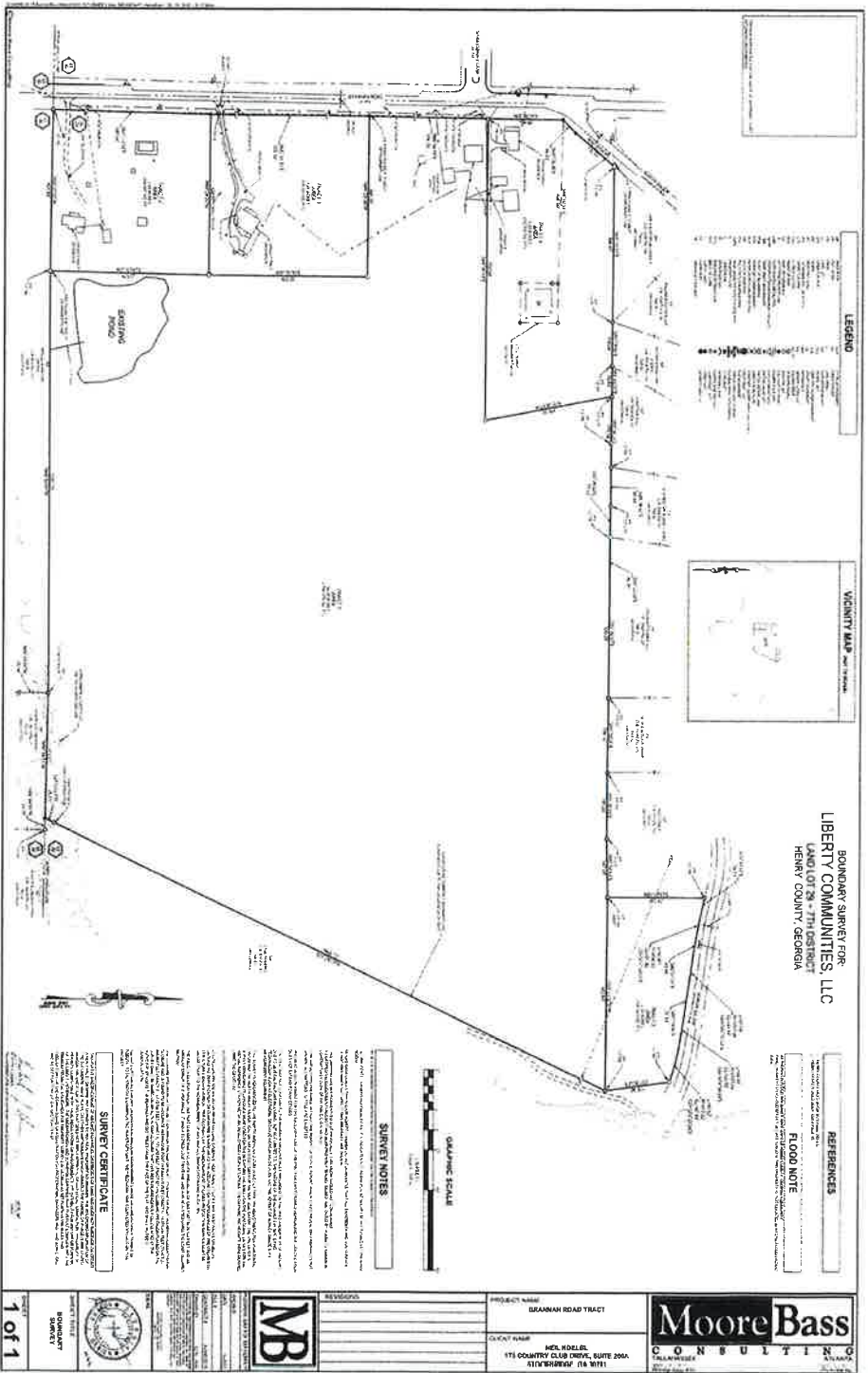
AERIAL PHOTO OF NEIGHBORHOOD



RECENTLY-COMBINED SITE PARCELS



SITE SURVEY



AERIAL PHOTO OF SURROUNDING SUBDIVISIONS (from the Applicant)



SURROUNDING LAND USES AND ZONING

LOCATION	EXISTING LAND USE	EXISTING ZONING
Property to the North	Scattered single-family houses and minor farm uses	Outside of the City
Property to the Southeast	Country Acres Subdivision	Outside of the City
Property to the East	Scattered single-family houses and vacant land	Outside of the City
Property to the West	Clark Meadows Subdivision (formerly Sprayberry Station) and vacant land	PD (Planned Development)
Property to the Southwest	Moss Pointe Subdivision and vacant land	R-2 (Single-Family Residential)

REZONING REQUEST

APPLICANT: Neil Koelbl.

AGENT: Moore Bass Consulting.

DEVELOPER: Liberty Communities, LLC

ATTORNEY: Battle Law.

TRAFFIC ENGINEER: Marc Acampora, PE, LLC

REQUEST: Rezone the subject property (including the five parcels of land which were combined on 12/17/20 via Recombination Case #RC-2020-03) from 'RA' (Residential-Agricultural) to 'R-3' (Single-Family Residential) to allow for the development of a proposed subdivision, to be named "The Reserve at Hickory Hills."

THE FIVE PREVIOUSLY-COMBINED PARCELS INCLUDED:

1. Parcel #088-02049000 (732 Brannan Road)
2. Parcel #088-02050000 (664 Brannan Road)
3. Parcel #088-02051000 (618 Brannan Road)
4. Parcel #088-02049005 (large parcel on Brannan Road)
5. Parcel #088-02045000 (small parcel on North Salem Drive)

SIGN POSTINGS: Rezoning signs were first posted on October 26, 2020. Due to deferrals, overlay strips with new meeting dates were later posted on November 16 & 12, 2020 and again on February 1, 2021.

TWO PRIVATE COMMUNITY MEETINGS— Were held by the applicant on January 21, 2021 and February 18, 2021. These were not official City meetings.

EXISTING CONDITIONS

PROPERTY LOCATION: East side of Brannan Road and south side of North Salem Drive.

SURROUNDING LAND USES: Rural residential, minor agricultural uses, several subdivisions, and vacant land. Two subdivisions are located across from the subject property, on the west side of Brannan Road: Clark Meadows Subdivision and Moss Pointe Subdivision.

SURROUNDING ZONING: Clark Meadows Subdivision is zoned 'PD' (including 'R-2' and 'R-3' sections) and Moss Pointe Subdivision is zoned 'R-2'. The 'RA' district borders the subject property to the north.

FUTURE LAND USE DESIGNATION: 'Low-Density Residential', which allows a density of 1.25 to 2.0 dwelling units per acre.

ZONING HISTORY: No previous rezoning cases were found. The property at 732 Brannan Road was annexed into the City in 2004, including the existing cell tower.

'R-3' DISTRICT PURPOSE AND REQUIREMENTS: Allows smaller lots as part of a planned development on public sewer. Minimum lot requirements: 12,000 square feet and 75 feet wide. Minimum house size: 1,050 square feet.

PROPERTY CHARACTERISTICS: Has 73.71 total acres. Features a floodplain area near the center and a small pond. The adjacent North Salem Drive to the north is very narrow and curvy.

EXISTING USES: Rural residential, minor agricultural uses, a cell tower (at 732 Brannan Road), and vacant land. The cell tower was built in 2000 by Sprintcom, and AT&T co-locates its equipment on the tower.

VIEW OF SIGN POSTED ON NORTH SALEM DRIVE (02/01/21)



VIEW OF SIGN POSTED AT 732 BRANNAN ROAD (02/01/21)



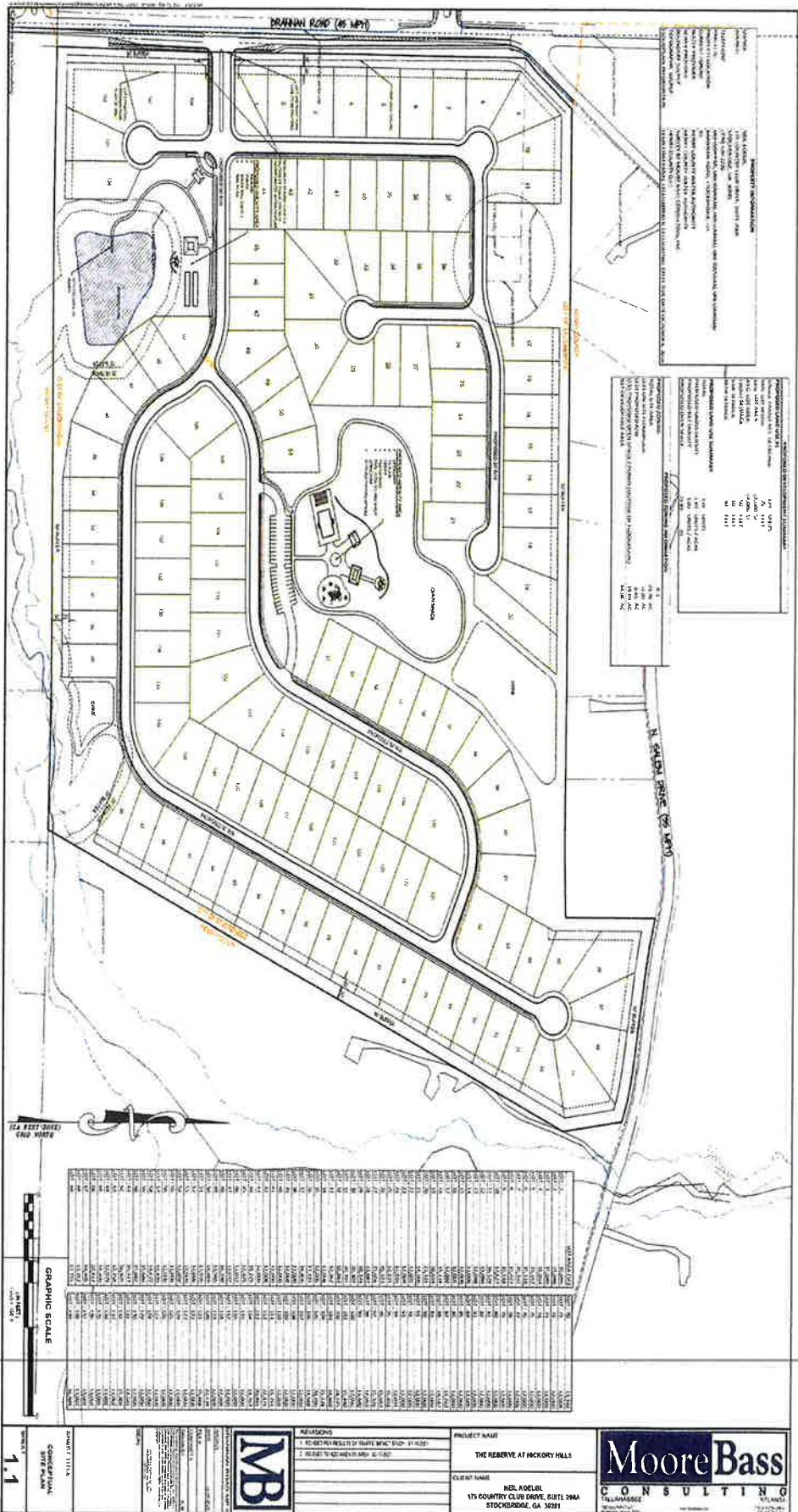
VIEW OF SILO NEAR 732 BRANNAN ROAD



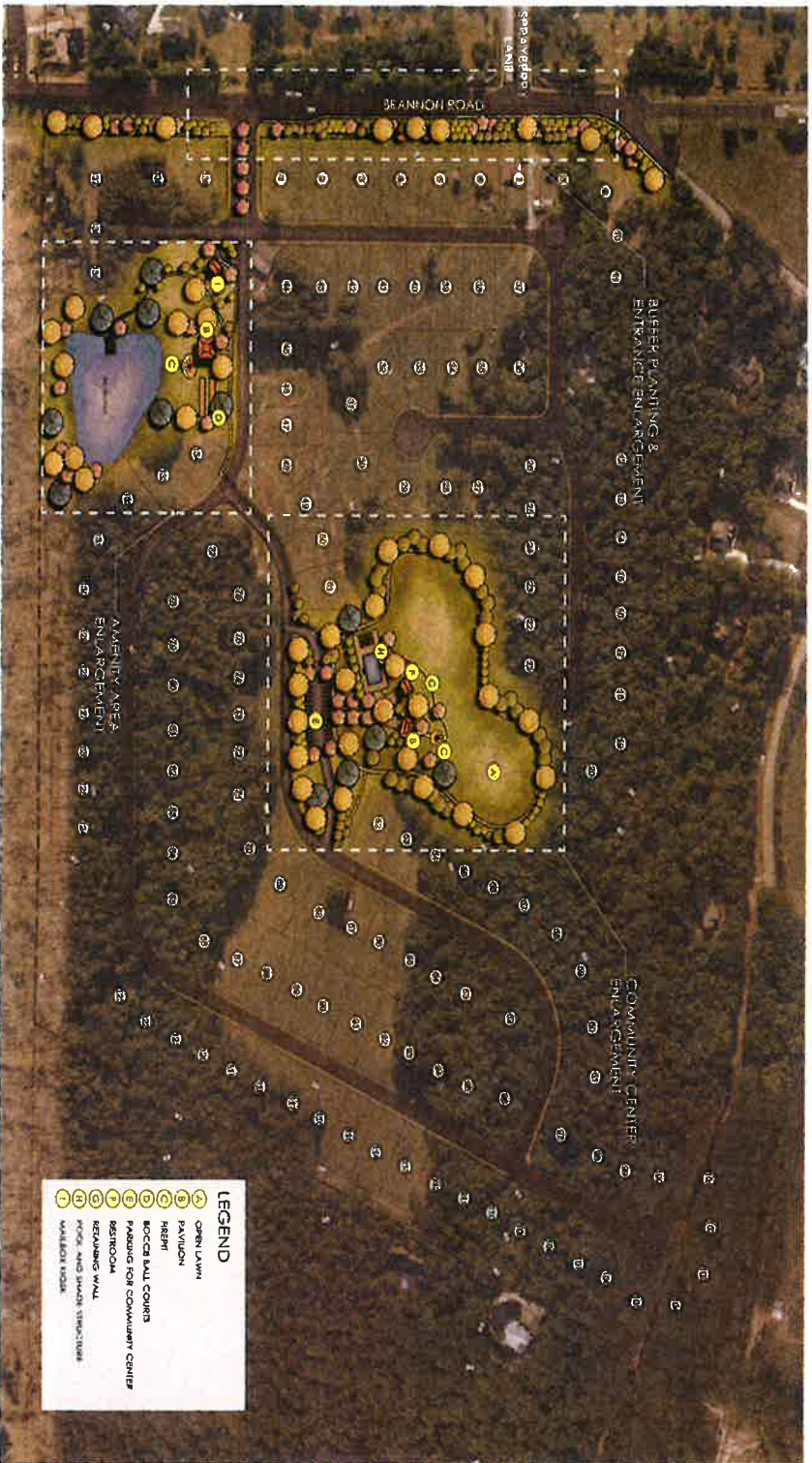
VIEW OF SIGN POSTED AT 618 BRANNAN ROAD (02/01/21)



PROPOSED SITE PLAN



AMENITY AREA LOCATIONS



THE RESERVE AT HICKORY HILLS CONCEPT PLAN

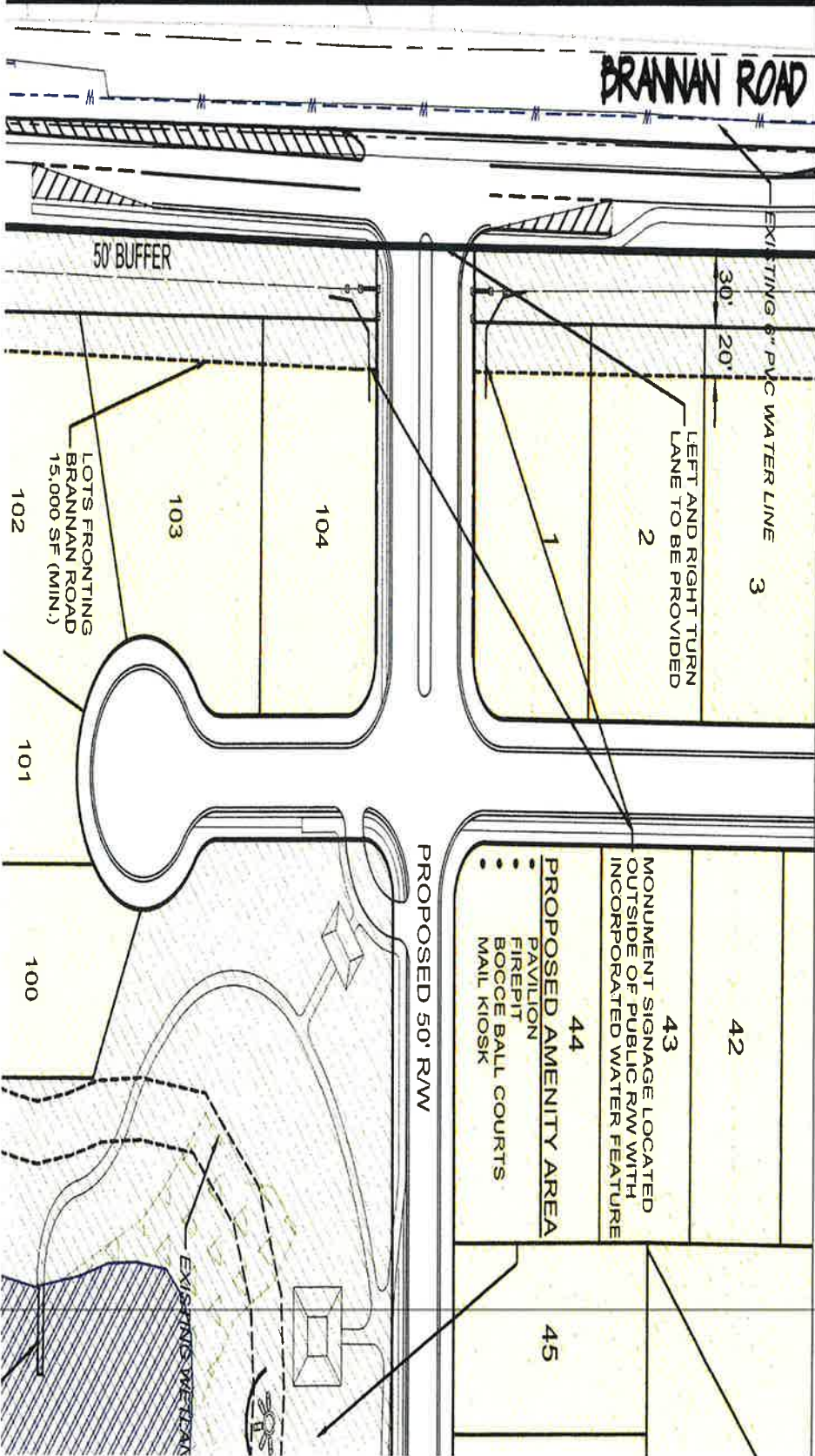
FORESITE



FEB 16, 2021

LIBERTY
COMMUNITIES

ENTRANCE AREA DETAILS



PROPOSED SUBDIVISION FACTS—Page One

SITE DESIGN:

1. Access to the subdivision would be located south of Sprayberry Drive.
2. The entrance would be boulevard-style. It would include a monument sign and a water feature.
3. Acceleration and deceleration lanes would be provided at the entrance.
4. Trees would be planted along Brannan Road.
5. The eleven lots fronting onto Brannan Road would all have a minimum of 15,000 square feet in order to make them comparable to the lots within the Clark Meadows Subdivision across the street which have frontage on Brannan Road.
6. The existing cell tower, pond, and open space area would remain.
7. A homeowners' association (HOA) would maintain the common areas, amenities, and landscaping along Brannan Road.
8. A 50-foot-wide buffer would surround the property.
9. A fence would be installed at the northern property line.

UTILITIES: Henry County water service is available, but the developer would be required to extend a sewer line to serve the site, which might also require that easements be obtained.

SITE PLAN DATA

PROPOSED DEVELOPMENT SUMMARY

PROPOSED LAND USE #1

SINGLE-FAMILY RES. DETACHED	139	UNITS
MIN. LOT WIDTH:	75	FEET
MIN. LOT AREA:	12,000	SF
AVG. LOT AREA:	14,086	SF
FRONT SETBACK:	50	FEET
SIDE SETBACK:	10	FEET
REAR SETBACK:	40	FEET

PROPOSED LAND USE SUMMARY:

TOTAL:	139	UNITS
PROPOSED GROSS DENSITY:	1.89	UNITS / ACRE
PROPOSED NET DENSITY:	3.09	UNITS / ACRE
PROPOSED OPEN SPACE:	19.89	AC

PROPOSED ZONING INFORMATION

PROPOSED ZONING:	R-3
TOTAL SITE AREA	73.70 AC.
LESS ON-SITE FLOODPLAIN	-0.20 AC.
LESS PROPOSED R/W	-8.85 AC.
LESS PROPOSED OPEN SPACE / PONDS (OUTSIDE OF FLOODPLAIN)	-19.69 AC.
NET DEVELOPABLE AREA	44.96 AC.

PROPOSED SUBDIVISION FACTS—Page Two

SITE FEATURES: The site has 73.71 acres. Only 44.96 acres would be developable due to the existing pond, floodplain, and other open space areas. A cell tower is present.

SITE ACCESS: The site would be accessed from a boulevard-style street off Brannan Road, south of Sprayberry Drive. Acceleration and deceleration lanes would be provided to facilitate turning movements. Sidewalks and tree plantings would also be provided at the entrance.

PROJECT SIZE:

1. Numbers of lots and homes-- 139 lots and 139 homes.

2. Overall density-- 1.89 dwelling units per acre. Net density--3.09 units per acre.

3. Home Sizes-- The applicant is proposing to build 2,000-square foot homes, even though the 'R-3' district allows homes that are about half of that size (1,050 square feet).

LOT SIZES:

1. Average lot size-- 14,086 square feet.

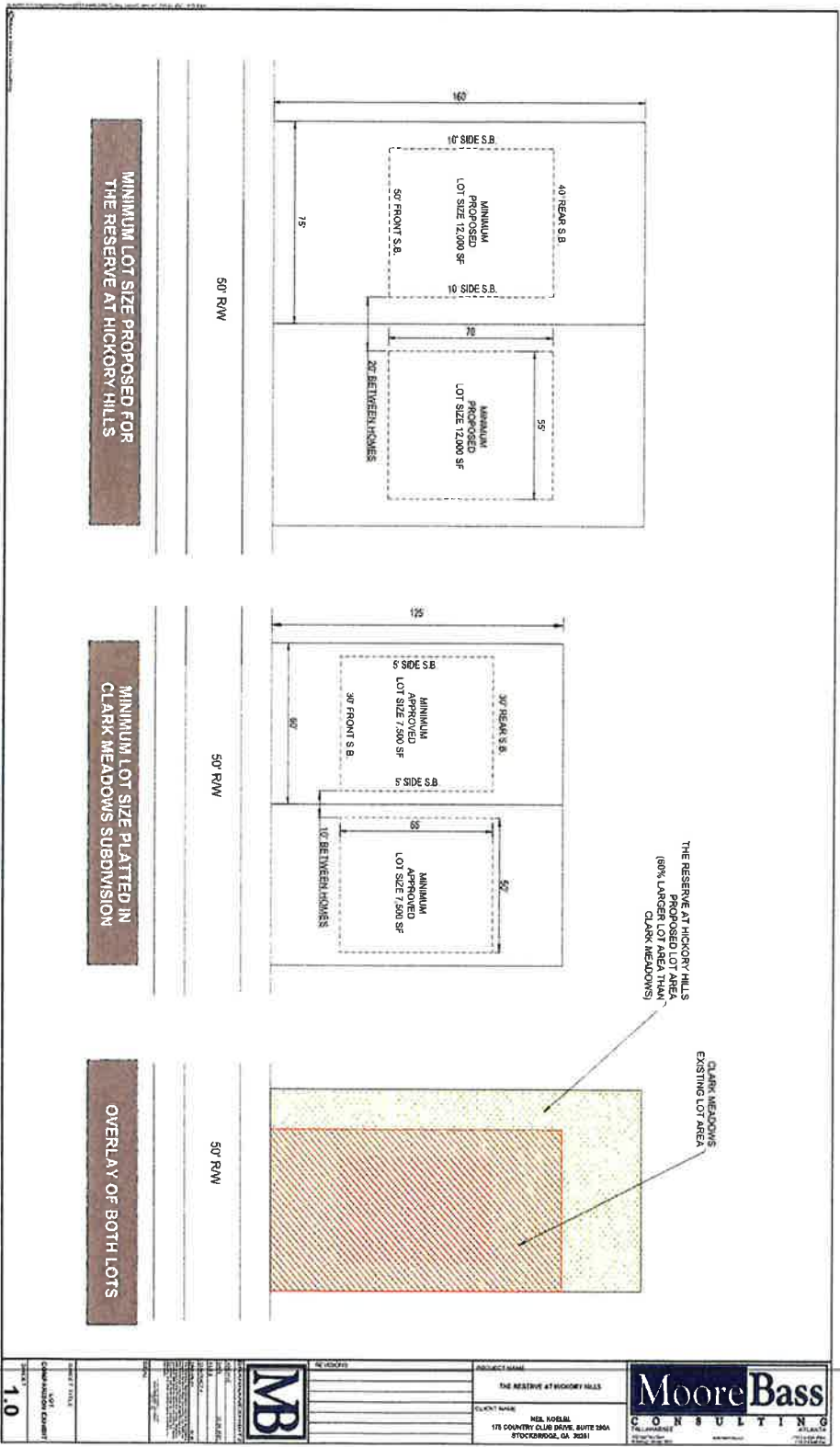
2. Some lots-- Would have the minimum requirement of 12,000 square feet.

3. About half of the lots-- Would have between 15,000 and 20,000 square feet.

4. Eleven lots adjacent to Brannan Road-- Would have at least 15,000 square feet. This would mirror the lot sizes of the lots within the Clark Meadows Subdivision that are adjacent to Brannan Road.

5. All lots-- Would be at least 75 feet wide and would have the following yard setbacks: 50 feet in the front, 10 feet at the side, and 40 feet in the rear.

LOT SIZE COMPARISON DIAGRAMS



PROPOSED SUBDIVISION FACTS – Page Three

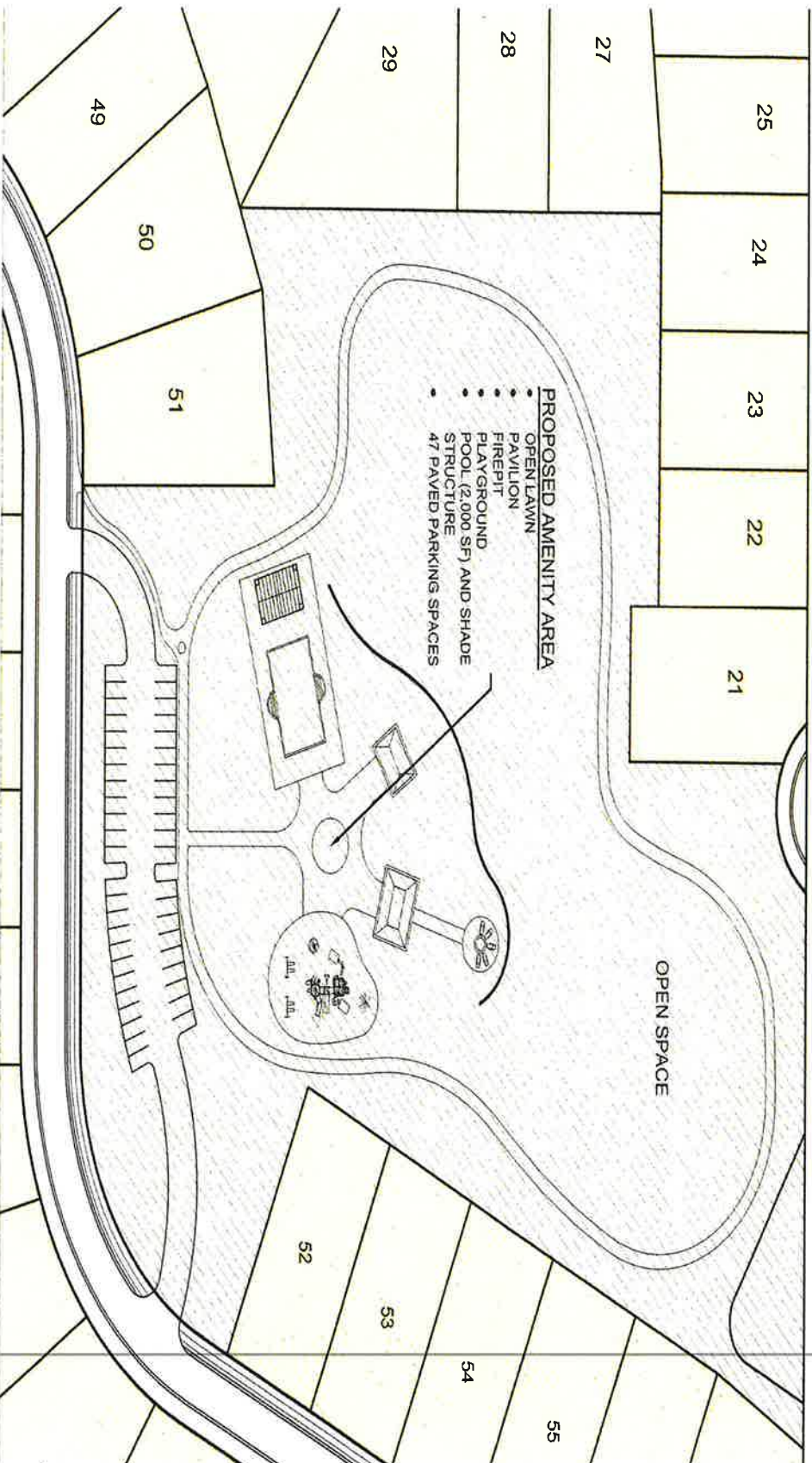
AMENITIES:

1. A community center amenity area would be located near the center of the site. It would include a swimming pool with a shade structure, a pavilion, an open lawn area, a walking trail, a playground, and a fire pit; plus a parking lot with 47 parking spaces.
2. A pond amenity area would be provided at the southwest corner of the site, near the existing pond. It would include a walking trail, a pavilion, bocce ball courts, a fire pit, and a mail kiosk.

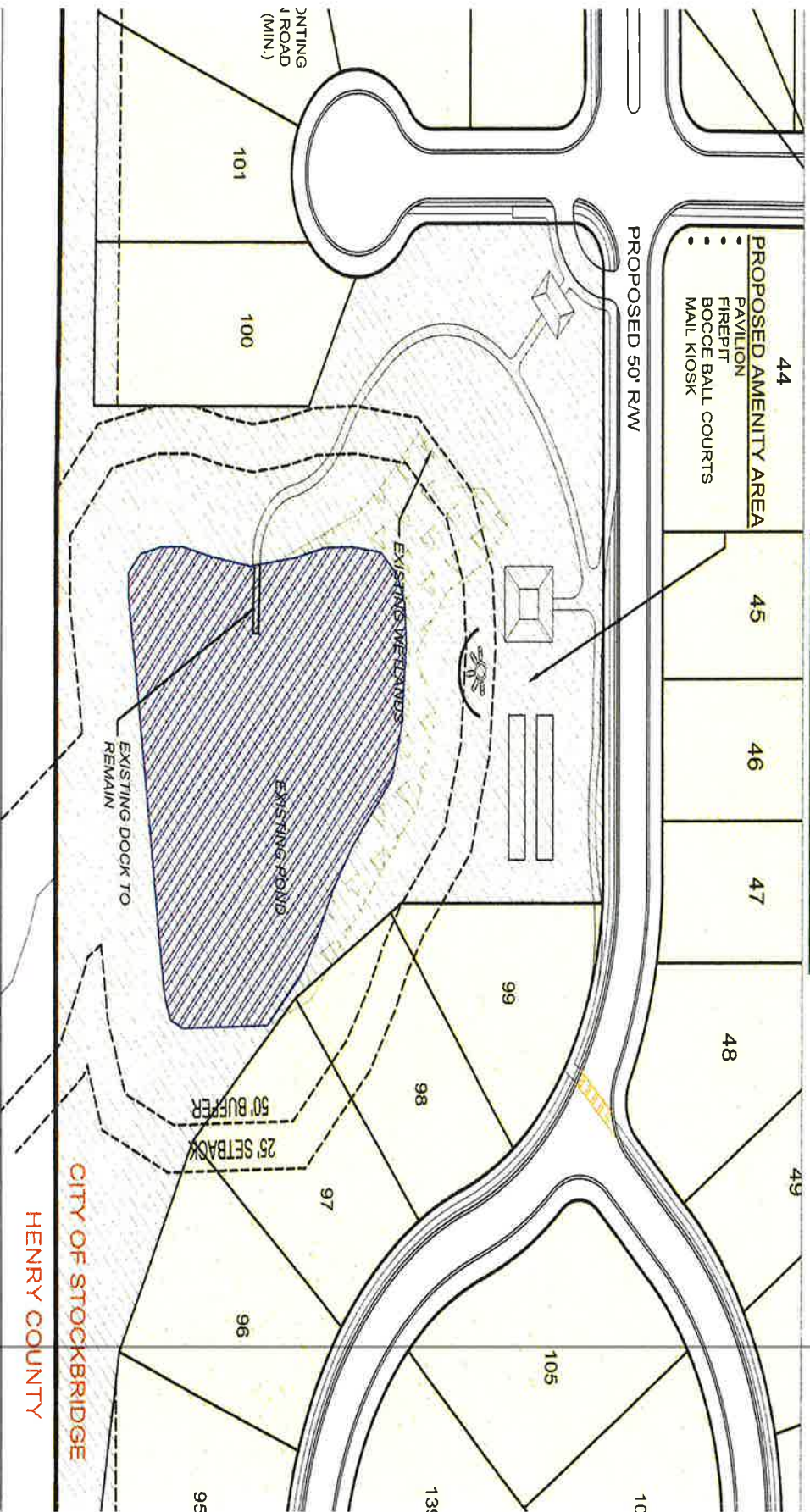
HOMES:

1. A total of 139 homes would be built.
2. All homes would have a minimum of 2,000 square feet. This would be much larger than the minimum of 1,050 square feet which the R-3 district requires.
3. All homes would have brick on all four sides.

COMMUNITY CENTER AREA AMENITIES



POND AREA AMENITIES

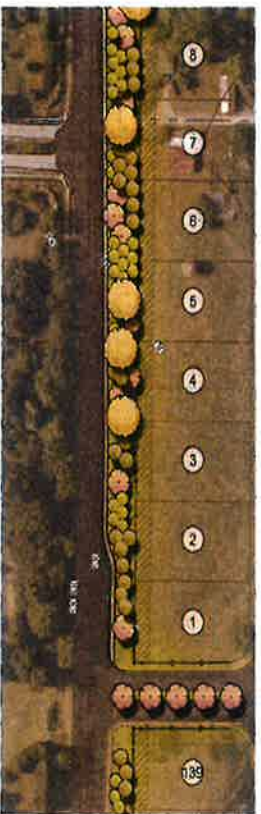


AMENITY ENLARGEMENTS



COMMUNITY CENTER ENLARGEMENT

SCALE: 1" = 60'



BUFFER PLANTING & ENTRANCE ENLARGEMENT

SCALE: 1" = 60'

THE RESERVE AT HICKORY HILLS CONCEPTS



ENTRANCE SIGN



AMENITY AREA ENLARGEMENT

SCALE: 1" = 60'



BALD CYPRESS



CHERRY LAUREL



CRYPTOMERIA



EASTERN RED CEDAR

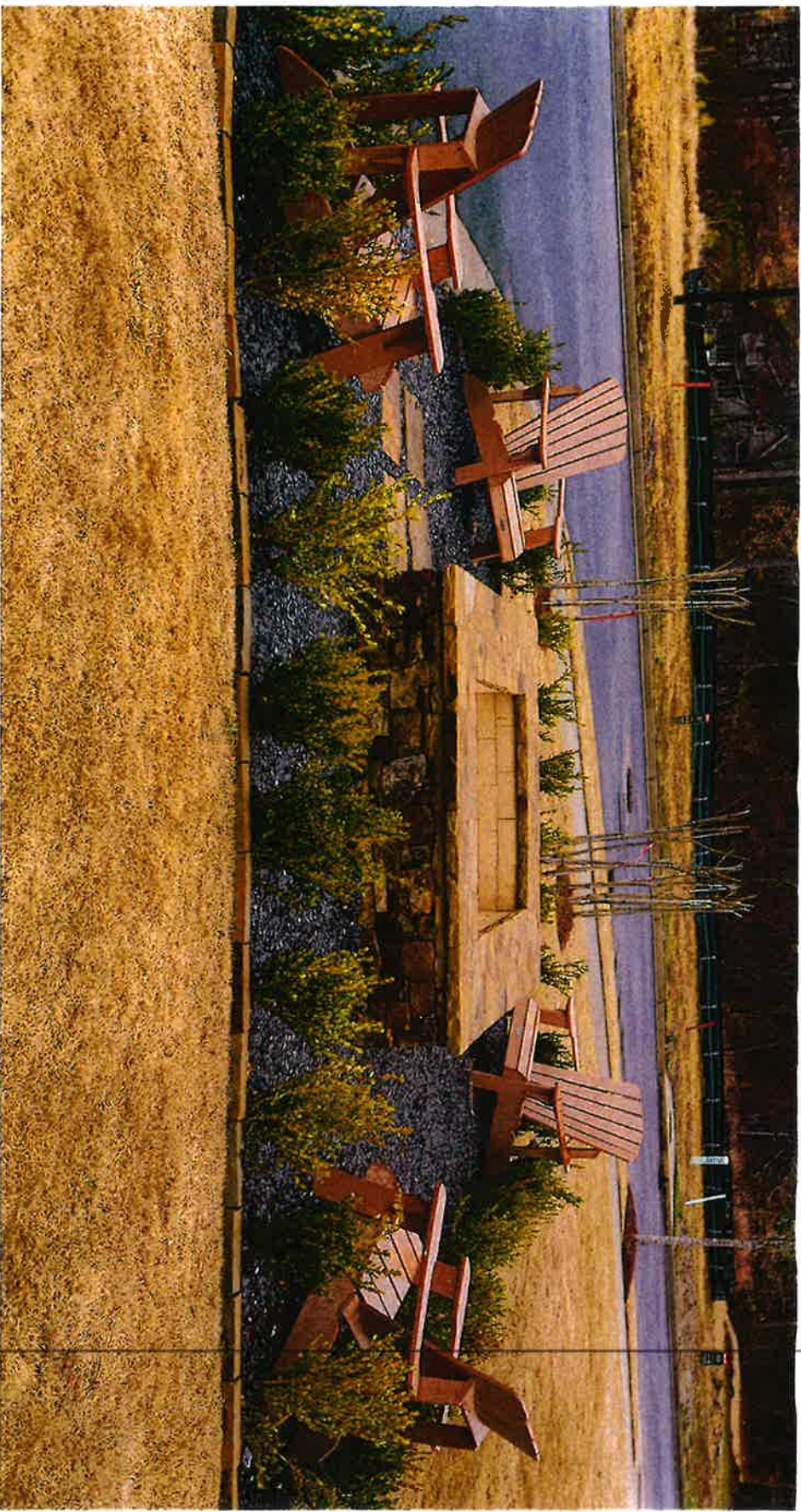


MAGNOLIA

EXAMPLE OF PLAYGROUND TO BE INSTALLED



EXAMPLE OF FIREPITS TO BE INSTALLED



EXAMPLE OF BOCCCE BALL COURTS TO BE INSTALLED



2

TRAFFIC IMPACT STUDY—TITLE PAGE OF REPORT

Traffic Impact Study

Proposed Brannan Road Subdivision
City of Stockbridge, Georgia

study prepared for:

Mr. Neil Koelbl
175 Country Club Drive, Suite 200A
Stockbridge, Georgia 30281

January 20, 2021



MARK R. AGANNOLO, PE, LLC
TRAFFIC ENGINEERING
838 Myrtle Street NE
Atlanta, Georgia 30308
Phone (404) 537-1723
www.markaganollo.com

TRAFFIC IMPACT STUDY—METHODODOGY AND FINDINGS

METHODOLOGY

1. The study was based on the originally-proposed 147 new homes.
2. Traffic counts were taken on January 7, 2021 at the proposed subdivision entrance, during the morning and afternoon peak hours.
3. Intersection analyses were made at 1) Brannan Road and North Salem Drive; and 2) Brannan Road and Sprayberry Drive.
4. Adjustment factors were used to account for the coronavirus pandemic and school not being open.
5. Consideration was made of county and state requirements, planned transportation improvements in the vicinity, and travel pattern changes in the foreseeable future due to the pandemic.

KEY FINDINGS

1. Existing traffic operations in the vicinity are “excellent”, including intersection turning movements.
2. Traffic volume growth in the vicinity has been minimal, and this is expected to continue.
3. The subdivision is expected to generate 109 new morning peak hour trips, 147 afternoon peak hour trips, and 1,482 total daily trips.
4. Only minor traffic increases and intersection delays are expected due to the proposed subdivision.
5. Henry County and Georgia DOT would require that acceleration and deceleration lanes be installed at the subdivision's entrance to facilitate turning movements.
6. No other traffic improvements are needed now or in the near future after the subdivision is built.

STAFF ANALYSIS—Page One

SUITABILITY OF THE PROPOSED SUBDIVISION:

1. It is unlikely that the property would develop into additional rural residential or agricultural uses due to its location.
2. A subdivision would be a reasonable use of the property due to the proximity of several other subdivisions adjacent to and surrounding the property.
3. The subdivision would meet the density requirements of the property's future land use designation.

SUITABILITY OF THE REQUESTED 'R-3' DISTRICT:

1. The applicant would be able to develop the proposed subdivision under 'R-3' if he extends a public sewer line to the subject property, in accordance with the requirements of the Henry County Water and Sewer Authority.
2. The 'R-3' district would allow the proposed subdivision to have lots sizes that are comparable to the lot sizes in the Clark Meadows and Moss Pointe Subdivisions, which have sewer lines.

STAFF ANALYSIS—Page Two

SUITABILITY OF THE PROPOSED SITE PLAN

1. The subdivision would have a traditional design.
2. No secondary access would be provided at North Salem Drive, thereby eliminating possible safety hazards due to the narrow and curvy characteristics of the road.
3. The existing pond would be preserved and would be used as a focal point for several amenities.
4. The applicant is proposing to build many larger lots and larger homes than are required by the 'R-3' District.
 - a. About half of the lots would have more than the minimum required size of 12,000 square feet.
 - b. Eleven lots along Brannan Road would have at least 15,000 square feet. This would make it compatible with the lots in the Clark Meadows Subdivision along Brannan Road.
 - c. All of the homes would have at least 2,000 square feet, making them almost double the size of what the 'R-3' District requires (1,050 square feet).

IMPACTS ON ADJACENT PROPERTIES—A fence should be installed along the northern side of the property as a protection against the adjacent rural residential and agricultural uses.

STAFF ANALYSIS—Page Three

IMPACTS ON PUBLIC SCHOOLS—A letter from Henry County Schools' McDonough District Office (10/5/20) stated that projections for additional classroom spaces would be based on two new students per residence and 25 students per classroom. For the proposed 139 homes, eleven new classrooms would be needed to serve an estimated 278 new students. However, the cost of the new classrooms would likely be offset by the additional school taxes that the subdivision residents would pay.

IMPACTS ON ADJACENT STREETS:

1. The applicant's traffic impact study projects excellent traffic operations within the vicinity of the proposed subdivision and at the intersections of Brannan Road with North Salem Drive and Sprayberry Drive.
2. The installation of turn lanes at the subdivision's entrance would be required by Henry County and the Georgia DOT.
3. To facilitate pedestrian movements, sidewalks should be installed on at least one side of each internal street.

IMPACTS ON UTILITIES—A letter from the Henry County Water Authority (8/5/20) cited the sufficiency of water to the site, but said that a sewer line extension to the site would be required.

STAFF RECOMMENDATIONS—Page One

The Planning and Zoning Staff recommends the **APPROVAL** of the requested 'R-3' zoning, subject to the following **ZONING CONDITIONS**:

1. REGARDING THE SITE PLAN -- The subdivision shall be developed in accordance with the submitted revised site plan that was received by the City of Stockbridge Department of Community Development, entitled "Conceptual Site Plan / Brannan Road Tract", comprising Sheet #1.1, which was prepared by Moore Bass Consulting on December 4, 2020 which comprises the second revision on February 17, 2021 (after the first revision was prepared on January 15, 2021). Said plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. In the event that the Recommended Conditions of Zoning cause the approved site plan to be substantially different, the applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.

2. REGARDING SUBDIVISION DESIGN:

- a. The developer shall construct an offsite sanitary sewer line extension to the property, at the developer's expense, in cooperation with the Henry County Water and Sewer Authority. This may require that the developer acquire any needed easements, also at the developer's expense."
- b. The subdivision entrance from Brannan Road shall be located south of Sprayberry Drive. It shall be boulevard-style with monument signage located outside of the public right-of-way. Such signage shall incorporate a water feature in its design.
- c. The developer shall construct acceleration/deceleration lanes and sidewalks at the entrance to the subdivision, in compliance with Henry County and Georgia DOT specifications.

STAFF RECOMMENDATIONS—Page Two

- d. The developer shall comply with all requirements of the City's Subdivision Ordinance.
- e. A maximum of 139 lots and 139 single-family detached homes shall be constructed on the property.
- f. All lots that are located adjacent to Brannan Road shall have at least 15,000 square feet.
- g. A homeowner's association shall be established, or a property management company shall be secured, for the purpose of maintaining all common areas of the site.

3. REGARDING LANDSCAPE DESIGN:

- a. A fence (wooden or vinyl-coated chain link) shall be constructed along the northern boundary of the property.
- b. A minimum of 20 percent (20%) of the site shall be preserved as open space. The existing floodplain area, pond, and other open space areas shall be preserved, and they shall include walking paths that are constructed of pervious materials.
- c. The subdivision shall contain both a community center amenity area near the center of the site and a pond amenity center which encompasses the existing pond.
- d. The proposed community center amenity area shall include a minimum of the following amenities: a 2,000-square-foot swimming pool with a shade structure, a pavilion, an open lawn, a walking trail, a playground, and a fire pit; plus a parking lot with 47 parking spaces.
- e. The proposed pond amenity area shall include a minimum of the following amenities: a walking trail, a pavilion, bocce ball courts (or a similar type of active recreational facility), a fire pit, and a central mail kiosk with a vehicle pull-off area.

STAFF RECOMMENDATIONS—Page Three

- f. The proposed amenities shall be installed or constructed after 50 percent of the dwelling units have been constructed, and before any land disturbance permits are issued for the development of additional lots.
- g. The developer shall provide a minimum 50-foot-wide buffer around the perimeter of the property boundary, with the exception of areas that are required for access or utility connections.
- h. The developer shall provide a landscaping plan which shall comply with the requirements of the City's Landscaping, Buffers and Tree Protection Ordinance.
- i. Sidewalks that are at least four (4) feet wide shall be installed along at least one side of each internal subdivision street.
- j. All disturbed areas of the residential lots shall be sodded, except for areas where landscaping is present or is installed.

4. REGARDING ARCHITECTURAL DESIGN:

- a. All homes shall have a two-car garage, at a minimum.
- b. All homes shall have a minimum of 2,000 square feet of heated space.
- c. All homes shall have brick exteriors on all four sides.
- d. All homes shall have exteriors which further comply with the Architectural Standards of City Ordinance #OR18-452.

STAFF RECOMMENDATIONS—Page Four

5. REGARDING PROCEDURAL MATTERS:

- a. The applicant or developer shall submit a subdivision application for review and approval by the Planning Commission after the rezoning of the property is approved.
- b. An official subdivision plat shall be approved by the City and recorded with the Henry County Superior Court before any land disturbance or building permits may be issued by the City to develop the subdivision.
- c. In compliance with Section 12.12.003(A) of the City's Zoning Code ("Expiration of Approvals"), the zoning classification of the property may revert back to 'RA', or to some other zoning classification after a period of eighteen (18) months, if the Mayor and City Council chooses, if "substantial progress" has not been achieved in the construction of the subdivision, whereby the first inspection is carried out.

[END]



Rezoning Application

THANK YOU FOR YOUR INTEREST IN THE CITY OF STOCKBRIDGE, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS THAT ARE NEEDED FOR REZONING APPLICATIONS TO BE HEARD BY THE CITY OF STOCKBRIDGE PLANNING COMMISSION AND / OR THE STOCKBRIDGE CITY COUNCIL.

PLEASE NOTE: ALL FEES ARE NON-REFUNDABLE. THERE ARE NO EXCEPTIONS.

PLEASE CALL THE CITY OF STOCKBRIDGE PLANNING AND ZONING DIVISION OFFICE OF THE COMMUNITY DEVELOPMENT DEPARTMENT TO SCHEDULE AN APPOINTMENT.

NO PRE-APPLICATION MEETING WILL BE CONDUCTED WITHOUT AN APPOINTMENT.

SHOULD YOU NEED FURTHER ASSISTANCE, PLEASE FEEL FREE TO CONTACT OUR OFFICE
BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY
AT (770) 389-7900.

THE LOCATION OF ALL CITY OF STOCKBRIDGE PLANNING COMMISSION AND CITY COUNCIL
MEETINGS IS:

**STOCKBRIDGE CITY HALL
SECOND FLOOR
4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GEORGIA 30281**



City of Stockbridge Planning and Zoning Division,
Community Development Department
Zoning Application Checklist

PLEASE COMPLETE THIS FORM WHEN ACCEPTING ALL REZONING APPLICATIONS. ATTACH
 THE CHECKLIST TO THE APPLICATION AND SIGN.

ALL DOCUMENTS ARE REQUIRED IN ORDER TO ACCEPT APPLICATION.

REQUIRED ITEMS	COPIES	PROCEDURE	CHECK/ INITIAL
Pre-Application Review Form (Meeting Notes)	1	Must be obtained from a current planner, prior to submitting your application (by appointment only).	
Application Form	1	1. Signed and notarized by owner. 2. In lieu of owner's signature, applicant has signed and notarized a copy of a "Contract", "Power of Attorney" or "Lease"	PP
Applicant Disclosure Form	1	Required for all property owners, applicants, and agents filed with an application and must be notarized	PP
Letter of Ownership	1	Letter stating that the owner is aware of the zoning request and owns the property in question	
Letter of Intent	1	Must clearly state the proposed use and development intent	PP
Site Plans (24 x 36) And (11 x 17)	1 20	Must show minimum details: Buildings, setbacks, buffers, road frontage, correct scale, north arrow, present zoning classification, topographic information to show elevation and drainage, location and extent of required buffers and proposed lot layout. Subject to the discretion of the Planning & Zoning Director	PP
Survey Plat (8 ½ x 11) Or (11 x 17)	1	Subject Property, prepared and sealed within the last five years by a professional engineer, landscape architect or land surveyor registered in the State of Georgia. Said survey plat shall: 1) indicate the complete boundaries of the subject property and all buildings and structures existing therein; 2) Include a notation as to whether or not any portion of the subject property is within the boundaries of the 100 year floodplain; and 3) Include a notation as to the total acreage or square footage of the subject property	PP
Letter from the Henry County Water and Sewerage Authority	1	This letter must accompany the application at the time of submittal.	PP
Form from the Health Department	1	This letter must accompany the application at the time of submittal (Only needed if property is not on sewer)	N/A
Form from the Henry County School Board	1	This letter must be available and accompany application at the time of submittal (Only needed for residential rezoning applications)	PP

Procedures

A pre-application meeting with one of the staff planners before submission of any application is required. A scheduled appointment is required. *(No opinions or guidance can be given over the phone).* Staff will review the request and discuss all necessary code requirements that affect the request. Staff may also need to consult other county departments before accepting the application. The request will then be advertised in the *Henry Daily Herald* and a sign posted at least 15 days prior to the scheduled public meeting date (see the enclosed schedule).

No application will be accepted unless all necessary documentation is complete, and a pre-application meeting has been held (There will be no exceptions.)

The Planning Commission meets on the 4th Thursday of each month to hear zoning requests. Upon recommendation by the Planning Commission, the request will then go before the City Council for their next available month's agenda, subject to the Planning and Zoning Division Office's determination.

Notes

Section 12.00.03 of the ULDC outlines the Expiration of Approvals (Zoning Reversions)

A. Amendment of the Official Zoning Map (rezoning)

1. After an approval has been granted for an amendment to the Official Zoning Map to create or extend any zoning district, the applicant, agent or property owner has eighteen (18) months in which to make substantial progress in developing the property.
2. Substantial progress shall mean the point of construction at which time the first inspection is carried out.
3. If no substantial construction or alteration of the property or other affirmative action to develop the property has occurred within eighteen (18) months of the granting of an application for rezoning, the Zoning Advisory Board may review the situation and report its findings with recommendations to the Board of Commissioners who may, at a public hearing, change the zoning category to its prior or other appropriate zoning district classification.

Contacts

City of Stockbridge Planning and Zoning Division,
Community Development Department
4640 North Henry Boulevard
Stockbridge, GA 30281
tel. (770) 389-7900

Henry County Water and Sewer Authority
1695 Highway 20 West
McDonough, GA 30253
tel. (770) 957-6659

Henry County Fire Department
664 Industrial Boulevard
McDonough, GA 30253
tel. (770) 288-6600

Henry County Environmental Compliance
and Plan Review
140 Henry Parkway
McDonough, GA 30253
tel. (770) 288-6064

City of Stockbridge Building Services Division,
Community Development Department
4602 North Henry Boulevard
Stockbridge, GA 30281
tel. (678) 833-3314

Henry County Health Department
Environmental Health Section
137 Henry Parkway
McDonough, GA 30253
tel. (770) 954-2078

Henry County Police Department
100 Henry Parkway
McDonough, GA 30253
tel. (770) 288-8200

Henry County Board of Education
33 North Zach Hinton Parkway
McDonough, GA 30253
tel. (770) 957-6601



DATE _____

REQUEST/ITEMS DISCUSSED:

NORTH: _____ SOUTH: _____ EAST: _____ WEST: _____

Per my conversation w/ C. Moore and Linda Hogan
this application may be submitted while
waiting on Pre-App meeting and letter
from Gordon. RD



**City of Stockbridge Planning and Zoning Division,
Community Development Department
Rezoning Request Application**

Name of Applicant Neil Koelbl Phone: 404-925-9103 Date: 9/30/2020
 Address Applicant: 175 Country Club Drive, Suite 200A Fax _____ Pager/Cell # _____
 City: Stockbridge State: GA Zip: 30281 E-mail: _____
 Name of Agent Moore Bass Consulting, Inc./Steve Moore Phone: 770-914-9394 Date: 9/30/2020
 Address Agent: 1350 Keys Ferry Court Fax _____ Pager/Cell # _____
 City: McDonough State: GA Zip: 30253 E-mail: smoore@moorebass.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT OF THE
OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS

The property will be POSTED with a City of
Stockbridge Planning and Zoning Sign. The sign must
remain on the subject property for no less than fifteen
days prior to either Planning Commission or City
Council meeting(s). The applicant or property owner
shall not remove or alter the sign for any reason. PP

Request from RA to _____
 (Current Zoning)
R-3
 (Requested Zoning)

For the Purpose of Single Family Residential
 (Type of Development)

Address of Property: Brannan Road Nearest intersection to the property: N. Salem Road
 (Street Address)
73.70

Size of Tract: 71.03 acre(s), Land Lot Number(s): 29 District(s): 7th

Gross Density: 2.08 units per acre Net Density: 3.15 units per acre

Property Tax Parcel Number: 088-02049000 (Required) 088-02049005, 088-0205000, 08802051000
& 088-02045000

Witness' Signature: _____

Signature of Applicant/s: _____

Printed Name of Witness: Drew Drake

Printed Name of Applicant/s: Neil Koelbl

Notary: _____

Signature of Agent: _____



NOTARY STAMP:
(For Office Use Only)

Total Amount Paid \$ _____ Cash _____ Check # _____ Received by: _____ (FEES ARE NON-REFUNDABLE)

Application checked by: _____ Date: _____ Map Number(s): _____

Pre-application meeting: _____ Date: _____

Recommendation of Planning Commission: _____

City Council Decision: _____

Community Development Director's Signature: _____ Date: _____



Applicant Campaign Disclosure Form

(Must be completed by the applicant, the property owner, and the agent. Use as many forms as needed.)

Has the applicant* made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City of Stockbridge Planning Commission or the Stockbridge City Council, who will consider the application?

Yes _____ No XX

If Yes, the applicant and the attorney representing the applicant must file the following information with the Henry County Board of Commissioners within ten (10) days after this application is first filed:

Name of Planning Commissioner or City Council Member	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Planning Commissioner or City Council Member

We certify that the foregoing information is true and correct, this 5th day of October, 2020

Jeff C Hammock / Clark Family Investments LP
Applicant's Name - Printed

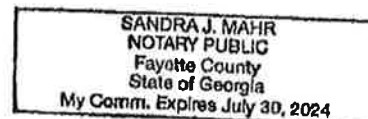
[Signature]
Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 5th day of October, 2020.

Sandra J. Mahr
Notary Public



* Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning.



Applicant Campaign Disclosure Form

(Must be completed by the applicant, the property owner, and the agent. Use as many forms as needed.)

Has the applicant* made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City of Stockbridge Planning Commission or the Stockbridge City Council, who will consider the application?

Yes _____ No XX

If Yes, the applicant and the attorney representing the applicant must file the following information with the Henry County Board of Commissioners within ten (10) days after this application is first filed:

Name of Planning Commissioner or City Council Member	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Planning Commissioner or City Council Member

I/We certify that the foregoing information is true and correct, this 2nd day of October, 2020

Stephen D. Moore

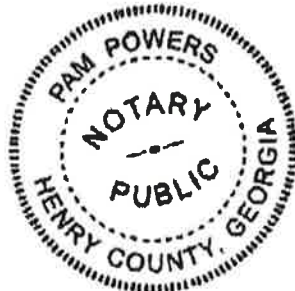
Applicant's Name - Printed

Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 2nd day of October, 2020



Notary Public

*Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning.

October 5, 2020

City of Stockbridge, City Hall
4640 North Henry Boulevard,
Second Floor
Stockbridge, GA 30281

RE: Brannan Road – Henry County, City of Stockbridge Parcel ID# 088-02045000, 08802051000,
088-0205000, 088-02049005 & 088-2049000
Letter of Ownership

To Whom It May Concern:

This letter is being written to confirm that I am the owner of the above referenced property. Further, I am aware of the proposed request to rezone the property and do authorize Moore Bass Consulting and /or their agents, to represent this request on my behalf.

If you have any questions concerning the above or if any additional information is required, please do not hesitate to call me at (706)570-8550.

Sincerely,



Clark Family Investments LP



Land Use Planning • Engineering Design • Environmental Permitting • Landscape Architecture • Surveying

October 5, 2020

City of Stockbridge, City Hall
4640 North Henry Boulevard,
Second Floor
Stockbridge, GA 30281

RE: Brannan Road – Henry County, City of Stockbridge Parcel ID# 088-02045000, 08802051000,
088-0205000, 088-02049005 & 088-2049000
Letter of Ownership

To Whom It May Concern,

This document is intended to serve as the Letter of Intent for the rezoning request on the above-referenced property, located on the east side of Brannan Road near its intersection with N. Salem Road in unincorporated Henry County, Georgia.

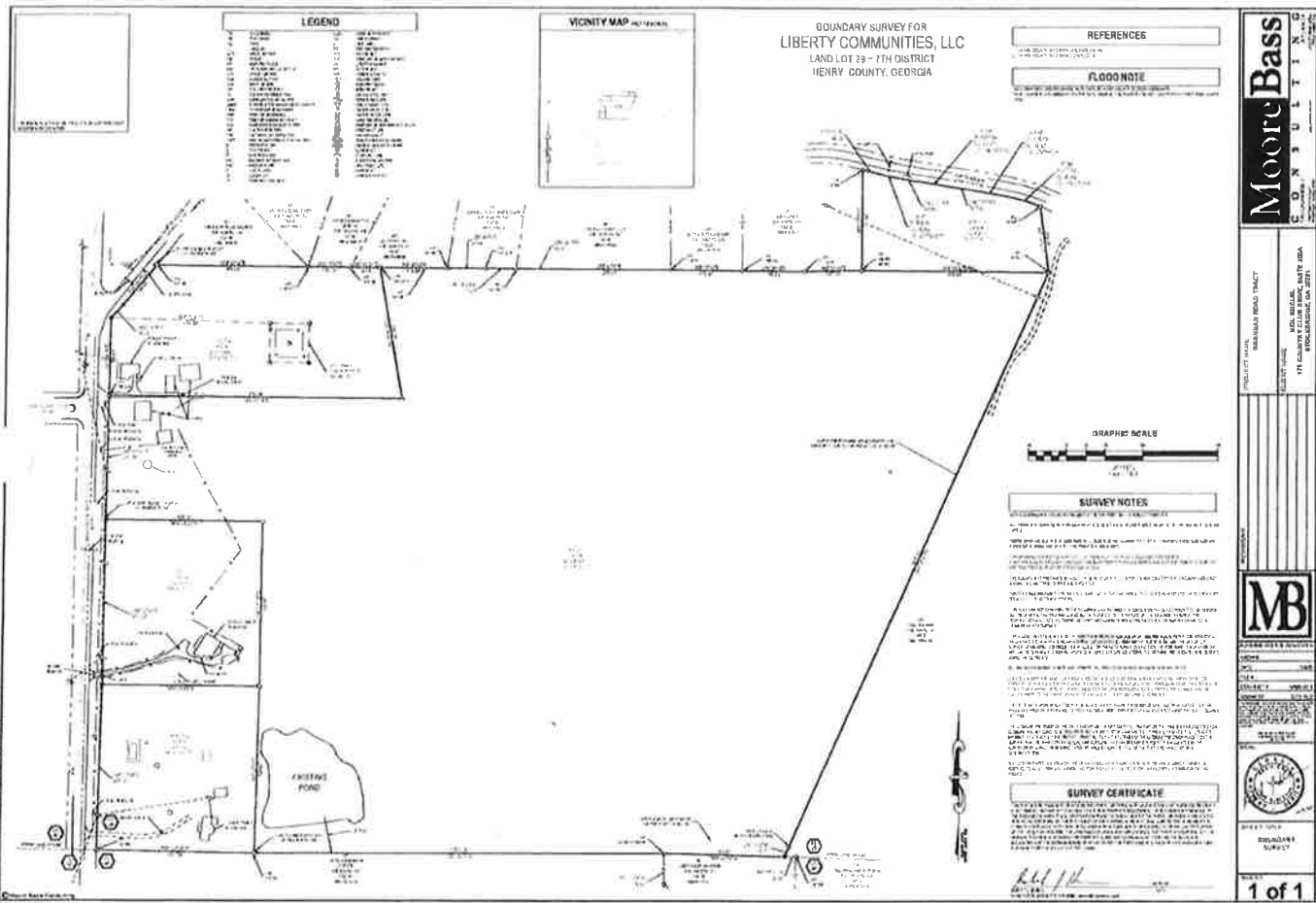
The subject property consists of approximately 70 +/- acres of land. The proposed intent is to rezone the property from RA and R-3. The purpose of the rezoning request is to development the property as a single-family residential community served by public water and public sewer service. The current site plan proposes 156 total dwelling units.

If you have any questions concerning the above or if any additional information is required, please do not hesitate to call me at (770) 914-9394.

Sincerely,

A handwritten signature in black ink, appearing to be 'SDM', followed by a horizontal line.

Moore Bass Consulting, Inc.
Stephen D. Moore

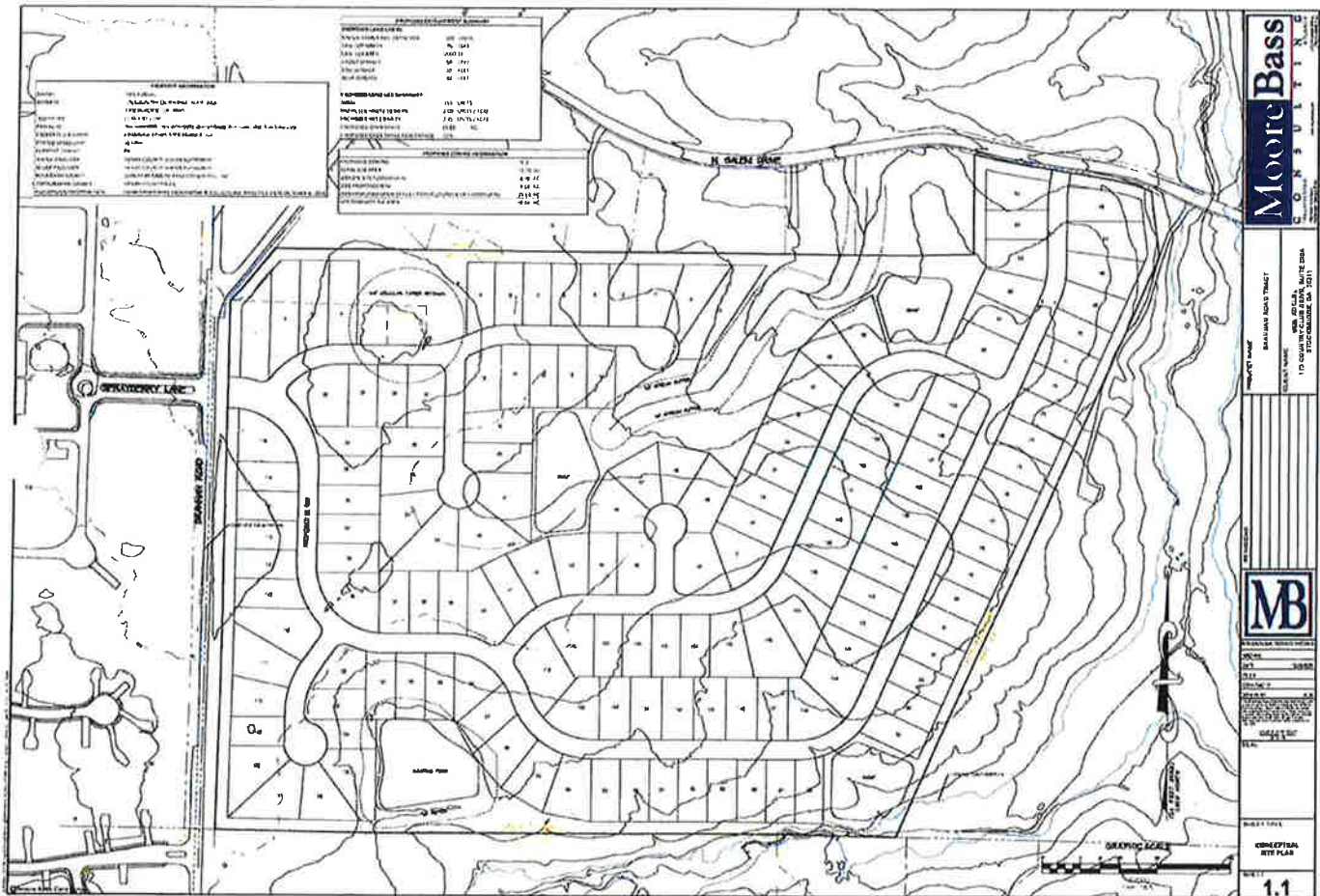


Moore Bass
CONSULTING

PROJECT NAME: BRANHAM ROAD TRACT
CLIENT NAME: MOORE BASS
1715 CHERRY STREET, SUITE 100
ANNISTON, AL 36810

MB

APPROPRIATE SIGNATURE
DATE
SCALE
SHEET NO. 1 of 1



CITY OF STOCKBRIDGE PLANNING AND ZONING 2019 FEE SCHEDULE

Rezoning Application Fee Schedule								
Acreage	Single-Family Residential		Multi-Family Residential		Commercial - Industrial		DRI	
Acreage Numbers	Single-Family Residential Base Fee	Plus Acreage Tariff (per acre)	Multi-Family Residential Base Fee	Plus Acreage Tariff (per acre)	Commercial - Industrial Base Fee	Plus Acreage Tariff (per acre)	DRI Pre-Application: (no zoning action)	DRI Application (Zoning Action)
0-5	\$ 250.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 750.00	\$ 50.00	\$ 100.00	add'l \$400
5.001-10.00	\$ 500.00	\$ 50.00	\$ 750.00	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 100.00	add'l \$400
10.001-20.00	\$ 750.00	\$ 50.00	\$ 1,250.00	\$ 50.00	\$ 1,500.00	\$ 50.00	\$ 100.00	add'l \$400
20.001-50.00	\$ 1,250.00	\$ 25.00	\$ 1,500.00	\$ 25.00	\$ 2,000.00	\$ 25.00	\$ 100.00	add'l \$400
50.001-100.00	\$ 1,750.00	\$ 25.00	\$ 2,250.00	\$ 25.00	\$ 3,500.00	\$ 25.00	\$ 100.00	add'l \$400
100.001+	\$ 3,000.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 3,500.00	\$ 25.00	\$ 100.00	add'l \$400

FEE CATEGORY-APPLICATIONS	FEE
Administrative Waiver	\$300
Annexations	\$300
Application Tabling Fee	\$300
Concept Plan Review	\$50
Combination Plat	\$150
Comprehensive Plan Amendment	\$300
Conditional Use	\$500 (Plus \$5 per acre)
Planning Commission Address List	\$25
Sign Permit Review Fee - Zoning	\$50
Special Use Permit	\$300
Temporary Permit for Special Event	\$50
ULDC Text Amendment	\$300
Variance and appeals	\$500
WCF Administrative Review	\$50
WCF Conditional Use Application	\$7,000
Zoning Certification Letter	\$150
Zoning Modification to Zoning conditions: Major (More than 10 acres)	\$300
Zoning Modification to Zoning conditions: Minor (Less than 10 acres)	\$300 (Plus \$25 per acre)
Zoning Verification	\$50

Map Request	
A-Size (8 1/2 x11)	\$5
B-Size (11x17)	\$10
C-Size (17x22)	\$15
D-Size (22x34)	\$20
E-Size (36x44)	\$25
CD's	\$3

City of Stockbridge Rezoning Fee Calculation

Site Area (ac.) 73.71
Proposed Zoning R-3

Single-family (50.0001-100.00) \$1,750.00

Per acre tariff \$25.00
x 73.71 ac
\$1,832.50

Total \$3,582.50

ATT



MICHÈLE L. BATTLE, ESQ.
President
mlb@battlelawpc.com

December 9, 2020

VIA EMAIL

Linda M. Logan, Senior Planner
Planning and Zoning Division
Community Development Department
City of Stockbridge
Municipal Court Building
4602 North Henry Boulevard
Stockbridge, GA 30281

Re: Neil Koelbl for Brannon Road Rezoning Application

Dear Linda:

As legal counsel for the Neil Koelbl in connection with the above referenced rezoning, I am hereby submitting to you the following items as amendments to the submitted application:

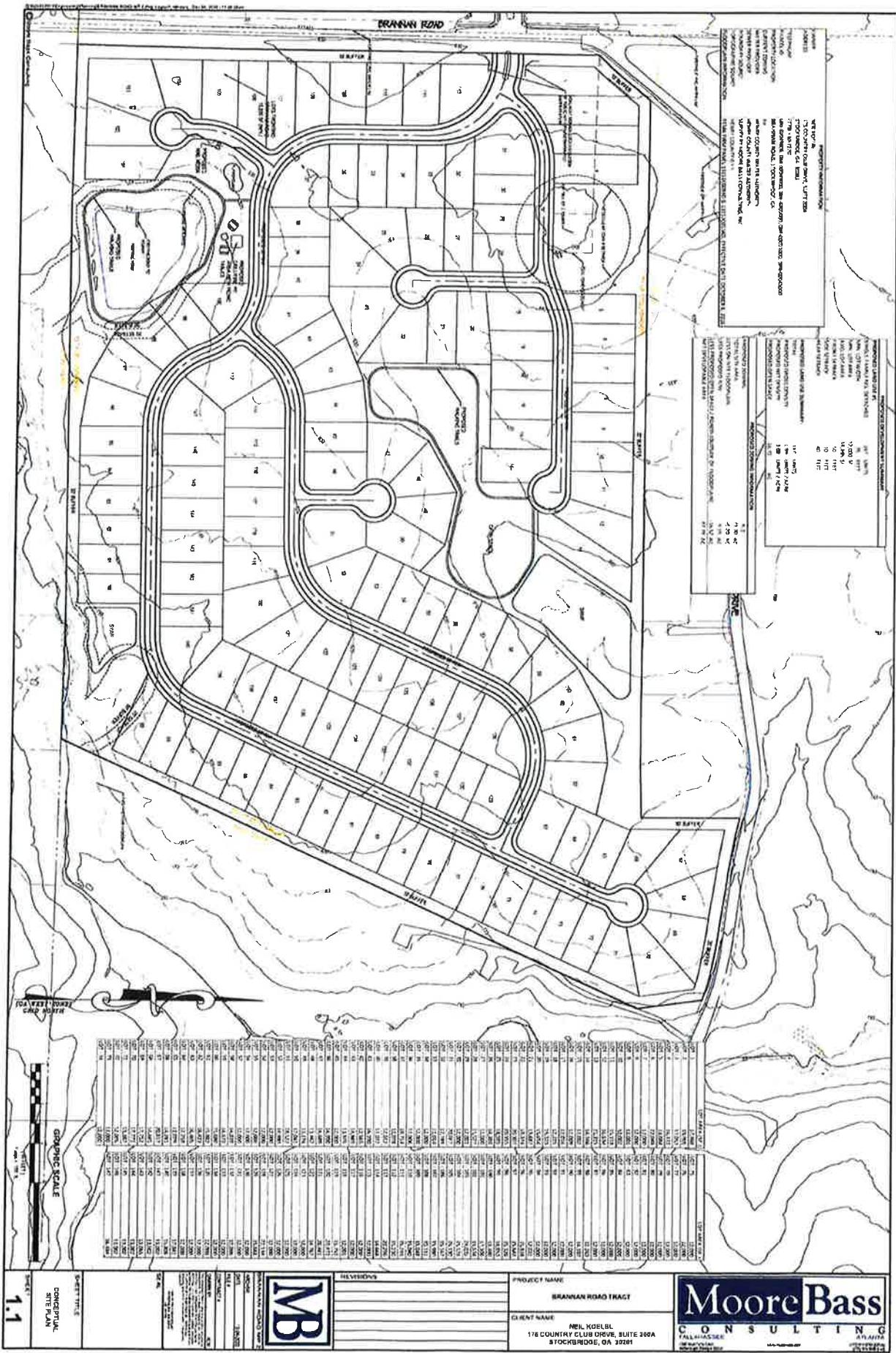
1. Updated Site Plan dated December 4, 2020;
2. Notice of Preservation of Constitutional Allegations;
3. Revised Proposed Conditions; and
4. Surrounding Area Development Map.

Please advise if you need full size copies of any of the attached.

Sincerely,

A handwritten signature in blue ink, appearing to read 'MLB', is written over a horizontal line.

Michèle L. Battle



PROJECT INFORMATION
PROJECT NAME: BRANNAN ROAD TRACT
PROJECT LOCATION: 176 COUNTRY CLUB DRIVE, SUITE 200A, STOCKBRIDGE, GA 30281
PROJECT OWNER: MR. & MRS. J. L. BASS
PROJECT ENGINEER: J. L. BASS
PROJECT DATE: 10/20/2011
PROJECT STATUS: PRELIMINARY

PROPERTY INFORMATION	PROJECT INFORMATION
PROJECT NAME: BRANNAN ROAD TRACT	PROJECT LOCATION: 176 COUNTRY CLUB DRIVE, SUITE 200A, STOCKBRIDGE, GA 30281
PROJECT OWNER: MR. & MRS. J. L. BASS	PROJECT ENGINEER: J. L. BASS
PROJECT DATE: 10/20/2011	PROJECT STATUS: PRELIMINARY

LOT	AREA (SQ. FT.)	AREA (AC.)	PERCENT
1	10,000	0.23	1.00
2	10,000	0.23	1.00
3	10,000	0.23	1.00
4	10,000	0.23	1.00
5	10,000	0.23	1.00
6	10,000	0.23	1.00
7	10,000	0.23	1.00
8	10,000	0.23	1.00
9	10,000	0.23	1.00
10	10,000	0.23	1.00
11	10,000	0.23	1.00
12	10,000	0.23	1.00
13	10,000	0.23	1.00
14	10,000	0.23	1.00
15	10,000	0.23	1.00
16	10,000	0.23	1.00
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26	10,000	0.23	1.00
27	10,000	0.23	1.00
28	10,000	0.23	1.00
29	10,000	0.23	1.00
30	10,000	0.23	1.00
31	10,000	0.23	1.00
32	10,000	0.23	1.00
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60	10,000	0.23	1.00
61	10,000	0.23	1.00
62	10,000	0.23	1.00
63	10,000	0.23	1.00
64	10,000	0.23	1.00
65	10,000	0.23	1.00
66	10,000	0.23	1.00
67	10,000	0.23	1.00
68	10,000	0.23	1.00
69	10,000	0.23	1.00
70	10,000	0.23	1.00
71	10,000	0.23	1.00
72	10,000	0.23	1.00
73	10,000	0.23	1.00
74	10,000	0.23	1.00
75	10,000	0.23	1.00
76	10,000	0.23	1.00
77	10,000	0.23	1.00
78	10,000	0.23	1.00
79	10,000	0.23	1.00
80	10,000	0.23	1.00
81	10,000	0.23	1.00
82	10,000	0.23	1.00
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84	10,000	0.23	1.00
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86	10,000	0.23	1.00
87	10,000	0.23	1.00
88	10,000	0.23	1.00
89	10,000	0.23	1.00
90	10,000	0.23	1.00
91	10,000	0.23	1.00
92	10,000	0.23	1.00
93	10,000	0.23	1.00
94	10,000	0.23	1.00
95	10,000	0.23	1.00
96	10,000	0.23	1.00
97	10,000	0.23	1.00
98	10,000	0.23	1.00
99	10,000	0.23	1.00
100	10,000	0.23	1.00

Moore Bass
CONSULTING
FALL RIVER, MA
176 COUNTRY CLUB DRIVE, SUITE 200A
STOCKBRIDGE, GA 30281

MB

REVISIONS

PROJECT NAME
BRANNAN ROAD TRACT

CLIENT NAME
MR. & MRS. J. L. BASS

DATE
10/20/2011

SCALE
GRAPHIC SCALE

SHEET TITLE
CONCEPTUAL SITE PLAN

1.1

NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF CONTITUTIONAL RIGHTS

The portions of the City of Stockbridge Zoning Ordinance, facially and as applied to the Subject Property, which restrict or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the City of Stockbridge Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal by the City of Stockbridge City Council to amend the land use and/or rezone the Subject Property to the classification as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

A refusal to allow the land use amendment and/or rezoning in questions would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the land use amendment and/or rezoning in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A. Section 36-66/1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

The existing land use designation and/or zoning classification on the Subject Property is unconstitutional as it applies to the Subject Property. This notice is being given to comply with the provisions of O.C.G.A. Section 36-11-1 to afford the County an opportunity to revise the Property to a constitutional classification. If action is not taken by the County to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the County on notice that it may elect to file a claim in the Superior Court of Fulton County demanding just and adequate compensation under Georgia law for the taking of the Subject Property, diminution of value of the Subject Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

Brannan Road Tract (RZ-2020-02)
Proposed Zoning Conditions

1. The requested rezoning shall not be approved until the applicant's requested recombination of the five parcels (Recombination Plat Case #RC-2020-03) is approved by the Planning Commission. This is because the applicant has requested the rezoning of all five parcels together, in contemplation of developing a subdivision.
2. The applicant or developer must submit a subdivision application for review and approval by the Planning Commission after the rezoning of the property is approved. An official subdivision plat must be approved by the City and recorded with Henry County Government before any land disturbance permit may be issued to develop the subdivision.
3. The developer shall seek and obtain a Development Agreement with the City of Stockbridge at the appropriate time, to be determined by the City, for the development of the proposed subdivision. Such Development Agreement shall list the approved Zoning Conditions from the RZ-2020-02 rezoning case, as well as any other mutually-agreed-upon requirements.
4. A maximum of 147 lots and 147 single-family detached homes shall be constructed on the property.
5. The subdivision shall be developed in accordance with the submitted revised site plan that was received by the City of Stockbridge Department of Community Development, entitled "Brannan Road Tract", comprising Sheet #1.1, as was prepared by Moore Bas Consulting on November 5, 2020. Said plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. In the event that the Recommended Conditions of Zoning cause the approved site plan to be substantially different, the applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.
6. The developer shall construct an offsite sanitary sewer line extension to the property, at the developer's expense, in cooperation with the Henry County Water and Sewer Authority. This may require that the developer acquire any needed easements, also at the developer's expense."
7. A fence (non-chain link) shall be constructed along the northern boundary of the property. (I would recommend including vinyl-coated chain link as an option – I think this would be better than a wooden privacy fence long-term)
8. A minimum of 20% of the site shall be preserved as open space. The existing floodplain area, pond, and other open space areas shall be preserved, and they shall include

walking paths that are constructed of pervious materials. The open space area near the existing pond shall include a minimum of the following: One children's playground, central mail kiosk with vehicle pull-off area, two grills or fire pits and two picnic tables.

9. A landscaping plan shall be submitted and shall comply with the requirements of the City's Landscaping, Buffers and Tree Protection Ordinance.
10. Sidewalks shall be installed along at least one side of each internal subdivision street.
11. A homeowner's association shall be established, or a property management company shall be secured, for the purpose of maintaining all common areas of the site.
12. The existing real estate leases pertaining to the cell tower on the property shall be honored for the duration of the leasing periods, per the existing leasing agreements. (Neil - you should review this condition as it may not be in your favor regarding honoring existing lease agreements - if the lease is to transfer to you at closing, this will need to be re-worded)
13. The zoning of the property may revert back to 'RA', or to some other zoning district, if the Mayor and City Council chooses after a period of twelve months if no land disturbance permit has been obtained by the developer for the development of the subdivision as a whole. (Neil - you should review this condition and make sure you are okay with this.)
14. Each home shall have a minimum two-car garage.
15. The homes shall consist entirely of a combination of two or more of the following on all sides: Brick, stone, stucco, and cement fiberboard. Vinyl based products are only permissible in the soffits, eaves, and fascia.
16. Any disturbed areas of residential lots shall be sodded except where landscaping is present or installed.
17. All homes shall have a minimum of 2,000 square feet of heated space.
18. There shall be a minimum 30-foot-wide buffer around the perimeter of the property boundary with the exception of areas required for access or utility connections.
19. All lots backing up to Brannan Road shall have a minimum lot area of 15,000 square feet.
20. Subdivision entrance to Brannan Road shall be boulevard style with monument signage located outside of the public right-of-way. Signage shall incorporate a water feature in its design.

HIGHLANDS AT
EAGLES LANDING
ZONING: RM
MIN. LOT WIDTH: 95'
MIN. LOT AREA: 13,000 SF
FINAL PLATTED: 1999

THE SUMMIT AT
EAGLES LANDING
ZONING: RM
MIN. LOT WIDTH: 65'
MIN. LOT AREA: 7,200 SF
FINAL PLATTED: 2000

CLARK MEADOWS
SUBDIVISION
ZONING: PD
MIN. LOT WIDTH: 60'
MIN. LOT AREA: 7,260 SF
LOTS FRONTING BRANNAN
ROAD: 75' WIDE (15,000 SF)
FINAL PLATTED: 2007

SUBJECT PROPERTY
PROPOSED ZONING: R3
MIN. LOT WIDTH: 75'
MIN. LOT AREA: 12,000 SF
LOTS FRONTING BRANNAN
ROAD: 75' WIDE (15,000 SF)

MOSS PONTE
SUBDIVISION
ZONING: R2
MIN. LOT WIDTH: 100'
MIN. LOT AREA: 18,000 SF
FINAL PLATTED: 2001

CROWN WALK
SUBDIVISION
ZONING: R2
MIN. LOT WIDTH: 125'
MIN. LOT AREA: 30,000 SF
LARGER LOTS IN ORDER
TO ACCOMMODATE
SEPTIC
FINAL PLATTED: 1997





Henry County Water Authority
Engineering Division

August 5, 2020

Re: Water and Sewer Services - Availability
Proposed Development: **Single Family Residential Subdivision**
Property Information: **Brannan Road @ N. Salem Drive (Parcel No. 088-02049000)**
LL 29; District 7; 71.83+/- acres
Proposed Zoning: **R-3**
Sewer Basin: **Walnut Creek**
Watershed Basin: **Big Cotton Indian**

TO WHOM IT MAY CONCERN:

You have requested that this Authority provide you with information concerning the present availability of water and sewer services to the above-described property. This letter is being provided for informational purposes only and will not act to reserve water capacity to you or the property and will not create any liability to the Authority. The information contained in this letter will remain in effect for a period of **365** days from the date of this letter unless subsequently notified in writing by the Authority. The information provided herein is based upon the above-stated zoning of the property. Any deviation in zoning that would increase density or usage above that evaluated by the Authority will automatically void the information provided herein and will require a separate re-evaluation by this Authority.

Water service is available to the property. A fire flow test calculated in the area revealed the following data:

Static:	90	psi
Residual:	60	psi
Flow	1190	gpm
Calculated Flow @ 20 psi:	1880	gpm

As shown, these results are above the minimum adopted standards of 20 psi residual pressure at 750 gpm for said residential development as established by the Henry County Board of Commissioners.

Sewage treatment and sewer line capacity are presently available to the property. **However, an offsite sanitary sewer line extension is required at the developer's expense. The offsite sewer line extension may require acquisition of easements at the developer's expense.**

The Authority provides water and sewer services where capacity is available on a first-come, first served basis. Each customer, developer, and property owner must also comply with the rules, regulations, and ordinances of the Authority.

The Authority will reevaluate the availability of water and sewer services to the property at the time that the development plans are submitted. If there are any additional requirements, or if water or sewer capacity is not available, you will be notified in writing.

This letter was prepared with information submitted to HCWA on a Conceptual Lot Layout dated 07/27/2020 prepared by Moore Bass Consulting.

Scott Sage, P. E.
Engineering Division Manager
Henry County Water Authority



District Office
33 N. Zack Hinton Parkway
McDonough, GA 30253
770.957.6601



Josh Hinton
Board Chair
District 2

Holly Cobb
Board Vice Chair
District 3

Dr. Pam Nutt
District 1

Sophe Pope
District 4

Annette Edwards
District 5

Mary Elizabeth Davis, PhD
Superintendent

To: Liberty Communities, LLC

Date: October 5, 2020

Re: Henry County Department of Planning and Zoning
School Board Information for Zoning Requests

Property Address and Nearest Intersection: Brannan Road/ N. Salem Drive

Projected Number of Dwelling Units: 156

Estimated Period of Construction: Approximately 1 Year

The below information is provided in response to your request.

Schools Serving Proposed Development	Current Number of Trailers	Projected Number of School Children for Development	Projected Number of Additional Classrooms to Serve Proposed Development	Projected Capital Improvement Costs
Hickory Flat Elementary	-0-	156 unit <u>x 2 children per unit</u> = 312 students	312 students <u>÷ 25 per class</u> = 13	If Modular \$25,000 per classroom
Union Grove Middle School	-0-			If Permanent \$300,000 per classroom
Union Grove High School	-0-			

Respectfully,

Carl Knowlton, Ed.D
Chief of Staff
Superintendent's Office
carl.knowlton@henry.k12.ga.us



MICHELE L. BATTLE, ESQ.
President

January 8, 2021

RE: A Proposed Rezoning Project at Brannan Road – Henry County, City of Stockbridge Parcel ID# 088-02045000, 088-02049000, 088-02049005, 088-02050000 & 088-02051000

Dear Property Owner:

We would like for you to join our Zoom Video Meeting Thursday, January 21, 2021 from 6:00pm – 7:30pm to discuss the proposed rezoning of the properties located at Brannan Road – Henry County, City of Stockbridge Parcel ID# 088-02045000, 088-02049000, 088-02049005, 088-02050000 & 088-02051000 from RA to R-3 for the development of a 147 units single family detached residential subdivision.

Below are the meeting instructions. There are multiple ways for you to join the meeting, including via your computer, tablet, or cell phone, with or without video. If you are unable to make it, but would like to learn more, please contact our office at (404) 601-7616 ext. 2 or email us at bdc@battlelawpc.com and we'll send you a summary of the meeting.

You are invited to a Zoom meeting.

When: Jan 21, 2021 06:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/join/register/tZMpc-mvqzwwGNKYpXY34lyXfRh4WW4XIj2W>

After registering, you will receive a confirmation email containing information about joining the meeting.

Please contact our offices if you have any questions regarding the meeting.

Sincerely,

Michèle L. Battle



Zoom Step by Step Instructions

Go to <https://otago.zoom.us/join> and Enter the Meeting ID that you have been provided with in the appropriate field and click "Join" (the meeting ID will be a 9 digit or 10 digit number)

If joining from a mobile Device

If you are joining from a mobile device (Android smartphone/tablet, Apple iPhone/iPad) then it will simply prompt you to download the Zoom Cloud Meeting app from the App/Play Store.

If joining from a computer

When entering a Zoom meeting for the first time from a computer you may need to download a small application file. This process is easy to complete on all commonly used browsers. Google Chrome should automatically download the file.

Just before Entering the meeting you will be prompted to enter a display name. This name is simply to identify you in the meeting.

Join Audio via Computer

You will then be prompted how you wish to join your audio. If you wish to join audio via the telephone, follow the instructions further down, otherwise simply select Join Computer by Audio

Join Audio via Telephone

Dial in as using the number provided, however after entering the Meeting ID, you will be prompted to enter your Participant ID/Password. Simply enter this number followed by # and the video audio will then be synchronized.

Raising Your Hand

As the non-speaker if you wish to ask a question or make a point during the meeting it's good protocol to use the "Raise Hand" facility.

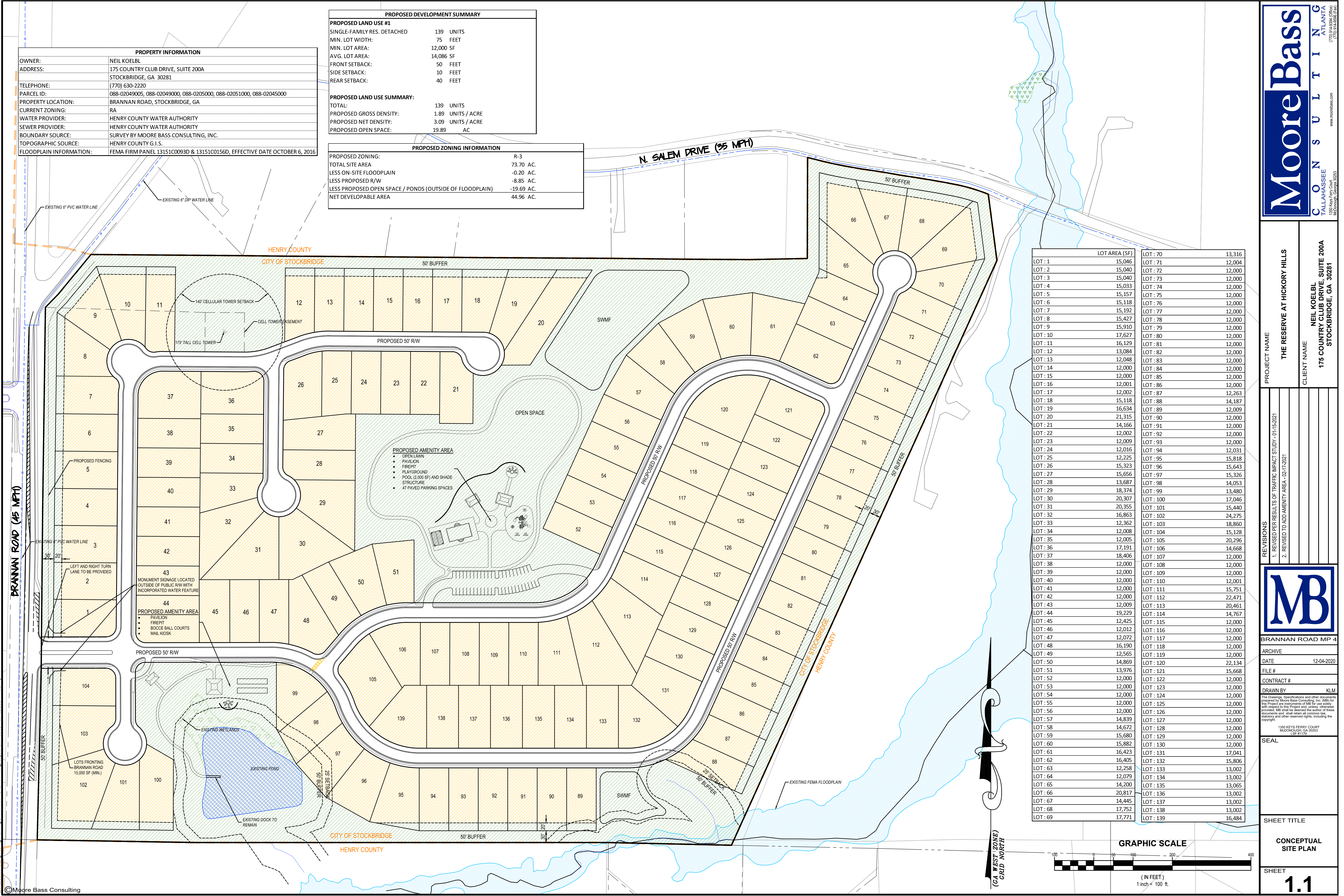
If the tool bar is not showing at the bottom of the Zoom window, place your cursor over the Zoom window so it appears and select the "Participants" icon.

A window listing other participants will appear, there is also a "Raise Hand" icon, click the icon to make it known to the Host that you would like to raise your hand.

If you wish to lower your hand, click the "Lower Hand" icon that will have replaced the "Raise Hand" icon.

Leave Meeting

To leave a meeting from Zoom on your desktop, select "End Meeting" then "Leave Meeting."



PROPERTY INFORMATION	
OWNER:	NEIL KOELBL
ADDRESS:	175 COUNTRY CLUB DRIVE, SUITE 200A STOCKBRIDGE, GA 30281
TELEPHONE:	(770) 630-2220
PARCEL ID:	088-02049005, 088-02049000, 088-02050000, 088-02051000, 088-02045000
PROPERTY LOCATION:	BRANNAN ROAD, STOCKBRIDGE, GA
CURRENT ZONING:	RA
WATER PROVIDER:	HENRY COUNTY WATER AUTHORITY
SEWER PROVIDER:	HENRY COUNTY WATER AUTHORITY
BOUNDARY SOURCE:	SURVEY BY MOORE BASS CONSULTING, INC.
TOPOGRAPHIC SOURCE:	HENRY COUNTY G.I.S.
FLOODPLAIN INFORMATION:	FEMA FIRM PANEL 13151C0093D & 13151C0156D, EFFECTIVE DATE OCTOBER 6, 2016

PROPOSED DEVELOPMENT SUMMARY	
PROPOSED LAND USE #1	
SINGLE-FAMILY RES. DETACHED	139 UNITS
MIN. LOT WIDTH:	75 FEET
MIN. LOT AREA:	12,000 SF
AVG. LOT AREA:	14,086 SF
FRONT SETBACK:	50 FEET
SIDE SETBACK:	10 FEET
REAR SETBACK:	40 FEET
PROPOSED LAND USE SUMMARY:	
TOTAL:	139 UNITS
PROPOSED GROSS DENSITY:	1.89 UNITS / ACRE
PROPOSED NET DENSITY:	3.09 UNITS / ACRE
PROPOSED OPEN SPACE:	19.89 AC

PROPOSED ZONING INFORMATION	
PROPOSED ZONING:	R-3
TOTAL SITE AREA	73.70 AC.
LESS ON-SITE FLOODPLAIN	-0.20 AC.
LESS PROPOSED R/W	-8.85 AC.
LESS PROPOSED OPEN SPACE / PONDS (OUTSIDE OF FLOODPLAIN)	-19.69 AC.
NET DEVELOPABLE AREA	44.96 AC.

LOT #	LOT AREA (SF)	LOT #	LOT AREA (SF)
LOT: 1	15,046	LOT: 70	13,316
LOT: 2	15,040	LOT: 71	12,004
LOT: 3	15,040	LOT: 72	12,000
LOT: 4	15,033	LOT: 73	12,000
LOT: 5	15,157	LOT: 74	12,000
LOT: 6	15,118	LOT: 75	12,000
LOT: 7	15,192	LOT: 76	12,000
LOT: 8	15,427	LOT: 77	12,000
LOT: 9	15,910	LOT: 78	12,000
LOT: 10	17,627	LOT: 79	12,000
LOT: 11	16,129	LOT: 80	12,000
LOT: 12	13,084	LOT: 81	12,000
LOT: 13	12,048	LOT: 82	12,000
LOT: 14	12,000	LOT: 83	12,000
LOT: 15	12,000	LOT: 84	12,000
LOT: 16	12,001	LOT: 85	12,000
LOT: 17	12,002	LOT: 86	12,000
LOT: 18	15,118	LOT: 87	12,263
LOT: 19	16,634	LOT: 88	14,187
LOT: 20	21,315	LOT: 89	12,009
LOT: 21	14,166	LOT: 90	12,000
LOT: 22	12,002	LOT: 91	12,000
LOT: 23	12,009	LOT: 92	12,000
LOT: 24	12,016	LOT: 93	12,000
LOT: 25	12,225	LOT: 94	12,031
LOT: 26	15,323	LOT: 95	15,818
LOT: 27	15,656	LOT: 96	15,643
LOT: 28	13,687	LOT: 97	15,326
LOT: 29	18,374	LOT: 98	14,053
LOT: 30	20,307	LOT: 99	13,480
LOT: 31	20,355	LOT: 100	17,046
LOT: 32	16,863	LOT: 101	15,440
LOT: 33	12,362	LOT: 102	24,275
LOT: 34	12,008	LOT: 103	18,860
LOT: 35	12,005	LOT: 104	15,128
LOT: 36	17,191	LOT: 105	20,296
LOT: 37	18,406	LOT: 106	14,668
LOT: 38	12,000	LOT: 107	12,000
LOT: 39	12,000	LOT: 108	12,000
LOT: 40	12,000	LOT: 109	12,000
LOT: 41	12,000	LOT: 110	12,001
LOT: 42	12,000	LOT: 111	15,751
LOT: 43	12,009	LOT: 112	22,471
LOT: 44	19,229	LOT: 113	20,461
LOT: 45	12,425	LOT: 114	14,767
LOT: 46	12,012	LOT: 115	12,000
LOT: 47	12,072	LOT: 116	12,000
LOT: 48	16,190	LOT: 117	12,000
LOT: 49	12,565	LOT: 118	12,000
LOT: 50	14,869	LOT: 119	12,000
LOT: 51	13,976	LOT: 120	22,134
LOT: 52	12,000	LOT: 121	15,668
LOT: 53	12,000	LOT: 122	12,000
LOT: 54	12,000	LOT: 123	12,000
LOT: 55	12,000	LOT: 124	12,000
LOT: 56	12,000	LOT: 125	12,000
LOT: 57	14,839	LOT: 126	12,000
LOT: 58	14,672	LOT: 127	12,000
LOT: 59	15,680	LOT: 128	12,000
LOT: 60	15,882	LOT: 129	12,000
LOT: 61	16,423	LOT: 130	12,000
LOT: 62	16,405	LOT: 131	17,041
LOT: 63	12,258	LOT: 132	15,806
LOT: 64	12,079	LOT: 133	13,002
LOT: 65	14,200	LOT: 134	13,002
LOT: 66	20,817	LOT: 135	13,065
LOT: 67	14,445	LOT: 136	13,002
LOT: 68	17,752	LOT: 137	13,002
LOT: 69	17,771	LOT: 138	13,002
		LOT: 139	16,484

Moore Bass

C O N S U L T I N G

TALLAHASSEE
ATLANTA
1390 Keys Ferry Court
Macon, Georgia 31203
(770) 914-9354 (Office)
(770) 914-9356 (Fax)

PROJECT NAME

THE RESERVE AT HICKORY HILLS

CLIENT NAME

NEIL KOELBL
175 COUNTRY CLUB DRIVE, SUITE 200A
STOCKBRIDGE, GA 30281

REVISIONS

1. REVISED PER RESULTS OF TRAFFIC IMPACT STUDY - 01/15/2021

2. REVISED TO ADD AMENITY AREA - 02/17/2021

MB

BRANNAN ROAD MP 4

ARCHIVE

DATE

12-04-2020

FILE #

CONTRACT #

DRAWN BY

KLM

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for the Project are instruments of MB for use solely provided. MB shall be deemed the author of these documents and shall retain all copyright, statutory and other reserved rights, including the copyright.

1390 KEYS FERRY COURT
MACON, GA 31203
LSP #1172

SEAL

SHEET TITLE

CONCEPTUAL
SITE PLAN

SHEET

1.1

G:\X9995.001\3\Engineering\Planning\BRANNAN ROAD MP 4.dwg, Layout1, kmoore, Feb 18, 2021, 4:52:41pm

© Moore Bass Consulting

Traffic Impact Study

Proposed Brannan Road Subdivision
City of Stockbridge, Georgia

January 20, 2021

MARC R. ACAMPORA, PE, LLC
TRAFFIC ENGINEERING



Traffic Impact Study

Proposed Brannan Road Subdivision
City of Stockbridge, Georgia

study prepared for:

Mr. Neil Koelbl
175 Country Club Drive, Suite 200A
Stockbridge, Georgia 30281

January 20, 2021



MARC R. ACAMPORA, PE, LLC
TRAFFIC ENGINEERING

858 Myrtle Street, NE
Atlanta, Georgia 30308

phone: (678) 637-1763
e-mail: acamporatraffic@comcast.net

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Introduction

This study assesses the traffic impact of a proposed residential subdivision in the City of Stockbridge, Georgia. The site is located along the east side of Brannan Road, as shown in the location map in Figure 1. The site will be developed with 147 single-family houses. One full-movement access is proposed on the east side of Brannan Road, south of Sprayberry Lane.

The purpose of this traffic impact study is to determine existing traffic operating conditions in the vicinity of the proposed residential development, project future traffic volumes, assess the impact of the subject development, then develop conclusions and recommendations to mitigate the project traffic impact and ensure safe and efficient existing and future traffic conditions in the vicinity of the project.



Figure 1 – Site Location Map

Existing Traffic Conditions

Existing traffic operating conditions in the vicinity of the proposed subdivision were assessed. The following is a description of existing transportation facilities, traffic volumes, and intersection operations.

Description of Existing Roadways

Brannan Road is a two lane road that is classified as a local rural road by the Georgia DOT and a collector by Henry County. The road begins at a signalized intersection at US 23 (west of which it is called Brannan Road Extension), travels east then turns to the south, passes the subject site, has a signalized intersection at Campground Road, then terminates at an unsignalized intersection at US 23 near Candler Road. The terrain is level to gently rolling and the posted speed limit is 45 mph, with a 35 mph when flashing school zone north of North Salem Road. In 2019 the Georgia DOT recorded an Annual Average Daily Traffic (AADT) volume of 3,600 vehicles per day (vpd) on Brannan Road south of Radcliffe Drive. A 24-hour bi-directional traffic volume count was collected for this study on Thursday, January 7, 2021 at the location of the proposed project access and recorded a northbound volume of 1,278 and a southbound volume of 1,392 for a two-way 24-hour volume of 2,670 vpd.

Pedestrian, Bicycle, and Transit Accessibility

There are no sidewalks or dedicated bicycle lanes in the vicinity of the proposed development. There is no regularly scheduled mass transit service in the vicinity of the site.

Photographs 1 through 3 show the roadway conditions in the vicinity of the subject site.



Photograph 1 – Brannan Road Facing North at Sprayberry Lane (Site to Right)



Photograph 2 – Brannan Road Facing South Along Site Frontage, Site to Left



Photograph 3 – Brannan Road Facing North at North Salem Road

Existing Traffic Volumes

Existing full turning movement traffic volume counts were collected for this study at the following intersections in the vicinity of the proposed development:

1. Brannan Road at Sprayberry Lane
2. Brannan Road at North Salem Drive

The counts were collected on Thursday, January 7, 2021, from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. Area schools were not in standard session on the day on which the counts were recorded, and were anticipating full remote learning to begin the week after this traffic count was collected.

In addition to the intersection turning movement counts, a 24-hour bi-directional count was collected on Brannan Road at the location of the proposed site access, as reported above.

In order to account for decreased volumes due to the pandemic, an adjustment factor was developed to apply to the counted volumes. The 2019 Georgia DOT AADT volume closest to the site (Count Station 151-8110 on Brannan Road, data presented later in Table 2), was compared to the 24-hour count collected on Brannan Road near the site. The two count locations are approximately 3,000 feet apart and most of that roadway is undeveloped with the notable exception of Hickory Flat Elementary School which was closed on the date of the

24-hour count collected for this study. Therefore, counts at these two locations on January 7, 2021 would be expected to be very comparable. The 2019 Georgia DOT AADT was 3,600, and the five year average growth rate was decreasing at that count station and 0.0% in the last count year. Therefore, it was concluded that the 2019 count would be comparable to the 2020 count that would be expected without the pandemic. It is recognized that this assumption is an approximation based on the best data that is available. The 24-hour volume counted for this study at this location was 2,670 vehicles. The 2019 Georgia DOT volume is 34.8% higher than the count collected for this study.

Based on the above comparison, the volumes counted for this study were increased by 25% to account for the pandemic. The adjustment was not taken at the full nearly-35% difference because the pandemic may have long-term effects on volumes due to permanently-increased working from home and partial school instruction from home, such that the current traffic counts could be more representative of conditions for the foreseeable future than the adjusted volumes, making the adjusted volumes, used in this study, conservatively high.

From the intersection turning movement count data, the highest four consecutive 15-minute interval volumes at each intersection, during each time period, were determined. These volumes, adjusted by the 25%, as discussed in the preceding paragraph, make up the “normal” existing weekday a.m. and p.m. peak hour traffic volumes at each intersection and are shown in Figure 2. The raw count data is found in Appendix A.

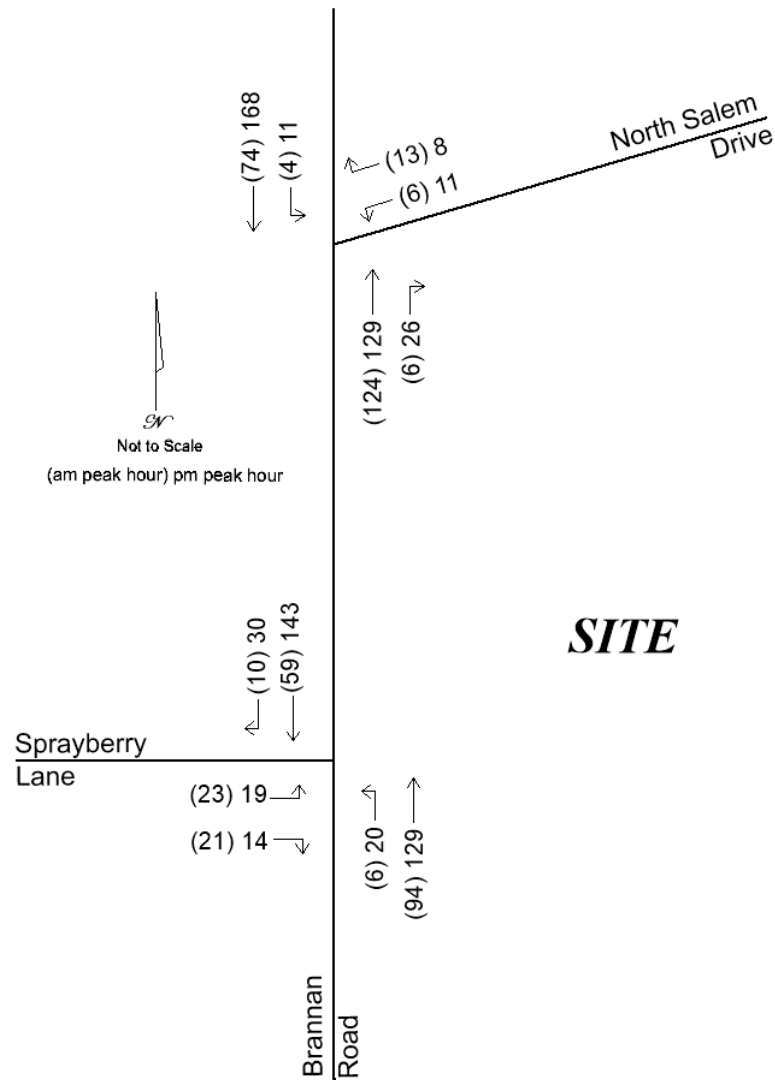


Figure 2 – Existing* Weekday A.M. and P.M. Peak Hour Traffic Volumes

*see preceding text

Existing Intersection Operations

Existing traffic operations were analyzed at the counted intersections using Synchro software, version 10, in accordance with the methodology presented in the Transportation Research Board's 2016 *Highway Capacity Manual (HCM 6)*. This methodology is presented in Appendix B. The results of the analysis are shown in Table 1. Computer printouts containing detailed results of the existing analysis are located in Appendix C. Levels of service and delays are provided for each overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 1 – Existing Intersection Operations

Intersection / Approach	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Brannan Road at Sprayberry Lane	A	2.4	A	1.5
northbound left turn	A	7.4	A	7.7
eastbound approach	A	9.4	B	10.4
2. Brannan Road at North Salem Drive	A	0.9	A	0.9
southbound left turn	A	7.5	A	7.6
westbound approach	A	9.4	B	10.4

The existing analysis reveals excellent traffic operations with low delays at the study intersections. Therefore, no mitigation is identified for the existing condition.

Future No-Build Traffic Conditions

A future no-build condition is typically developed to represent the traffic conditions that will exist five years into the future at the time of the full build-out of the proposed subdivision, but not including the project trips. The purpose of the analysis of this condition is to isolate the traffic impacts of the proposed development from other growth that is expected to occur in the area while the project is under construction. The no-build condition typically includes programmed transportation infrastructure improvements that are expected to be built by the project build-out date, as well as anticipated general background increases in traffic volumes. However, in this instance, a no-build analysis was not performed, as explained below.

Planned and Programmed Transportation Improvements

Transportation improvement projects that are planned (anticipated) or programmed (funded and scheduled) in the vicinity of the proposed Brannan Road development were researched. One programmed project was identified near the subject site – the widening of US 23 from downtown McDonough to SR 138 from two to four through lanes. This project will affect both ends of Brannan Road, but should not notably impact traffic volumes on Brannan Road and will not change the lane configuration or control at either study intersection.

Historic Traffic Volume Data

Georgia DOT AADT volume counts were obtained on nearby roadways for the five years from 2015 to 2019 (the latest year for which counts are available). These counts were used to identify historic growth trends in volumes in the area. Table 2 presents the Georgia DOT counts and the annual growth rates between the counts.

Table 2 – Historic Georgia DOT Traffic Volume Counts and Annual Growth Rates

Year	Brannan S of Radcliffe	Annual Growth	Campground E of Country Acres	Annual Growth	US 23 N of Brannan	Annual Growth
Station ID	151-8110		151-0232		151-0353	
2015	4,770		8,040		15,800	
2016	5,020	5.2%	7,170	-10.8%	16,300	3.2%
2017	5,170	3.0%	7,590	5.9%	17,300	6.1%
2018	3,600	-30.4%	8,580	13.0%	17,300	0.0%
2019	3,600	0.0%	8,640	0.7%	17,800	2.9%
<i>avg growth</i>		-6.8%		1.8%		3.0%

The one count on Brannan Road showed a historic decreasing trend in volumes over the most recent five years, with the most recent year having flat 0.0% growth. Growth on Campground Road was a low five-year average of 1.8% with an almost flat 0.7% growth in the most recent year. US 23 saw average annual growth of 3.0%, but this

growth has a more regional influence because US 23 is a major state route that provides mobility through this area. Growth on US 23 is informative but is not comparable to the local volume changes seen on Brannan and Campground Roads. Because the local roads are experiencing minimal growth (and even a decreasing trend), it is expected that the no-build condition will have volumes comparable to the existing condition. For this reason, and the fact that no geometry or control changes are expected at the study intersections during the project build-out period, the no-build condition will experience traffic operations comparable to the existing condition and no separate no-build analysis is necessary.

Project Traffic Characteristics

This section describes the anticipated traffic characteristics of the proposed residential subdivision, including a site description, how much traffic the project will generate, and where that traffic will travel.

Project Description

The proposed development consists of 147 single family houses. One full-movement access is proposed on the east side of Brannan Road south of Sprayberry Lane. The site plan is presented in Figure 3.

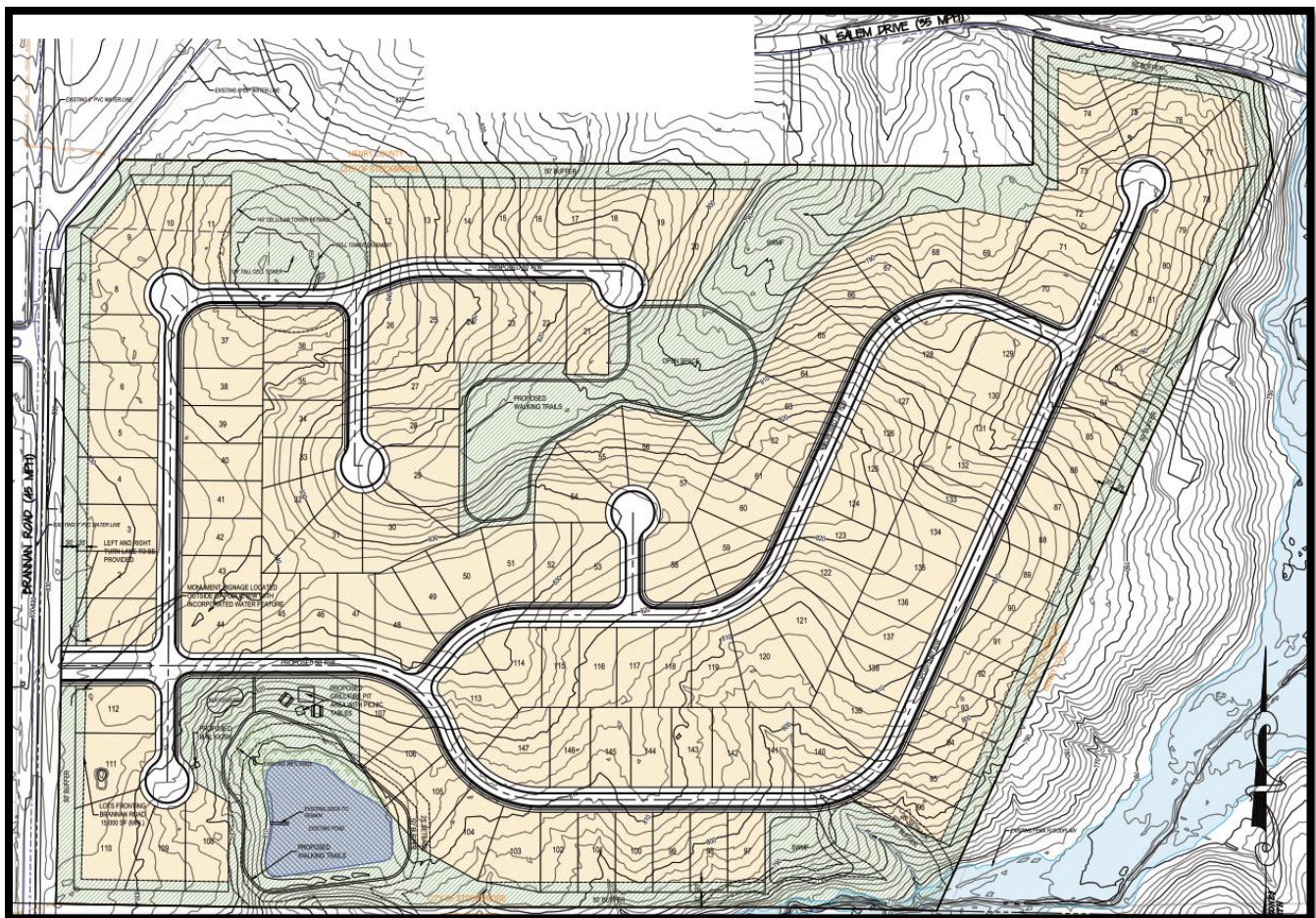


Figure 3 – Site Plan

Trip Generation

Trip generation is an estimate of the number of entering and exiting vehicular trips that will be generated by the proposed development. The volume of traffic that will be generated by the proposed subdivision was calculated using the equations in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition with Supplement* (the current edition). The trip generation for the subdivision used ITE Land Use 210 – Single-Family Detached Housing. The trip generation for the project is presented in Table 3.

Table 3 – Brannan Road Subdivision Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour		
			In	Out	Total	In	Out	Total	In	Out	Total
Single Family Houses	210	147 houses	27	82	109	93	54	147	741	741	1,482

The proposed residential development will generate 109 new trips in the a.m. peak hour, 147 new trips in the p.m. peak hour, and 1,482 new daily trips.

Trip Distribution and Assignment

The trip distribution percentages indicate what proportion of the project's trips will travel to and from various directions. The trip distribution percentages for the residential development were developed based on the locations and proximity of likely trip origins and destinations, such as employment centers, retail and offices in the area, and nearby schools. The new project trips, shown in Table 3, were assigned to the roadway network based on the distribution percentages. The trip distribution percentages and the a.m. and p.m. peak hour trips expected to be generated by the proposed subdivision are shown in Figure 4.

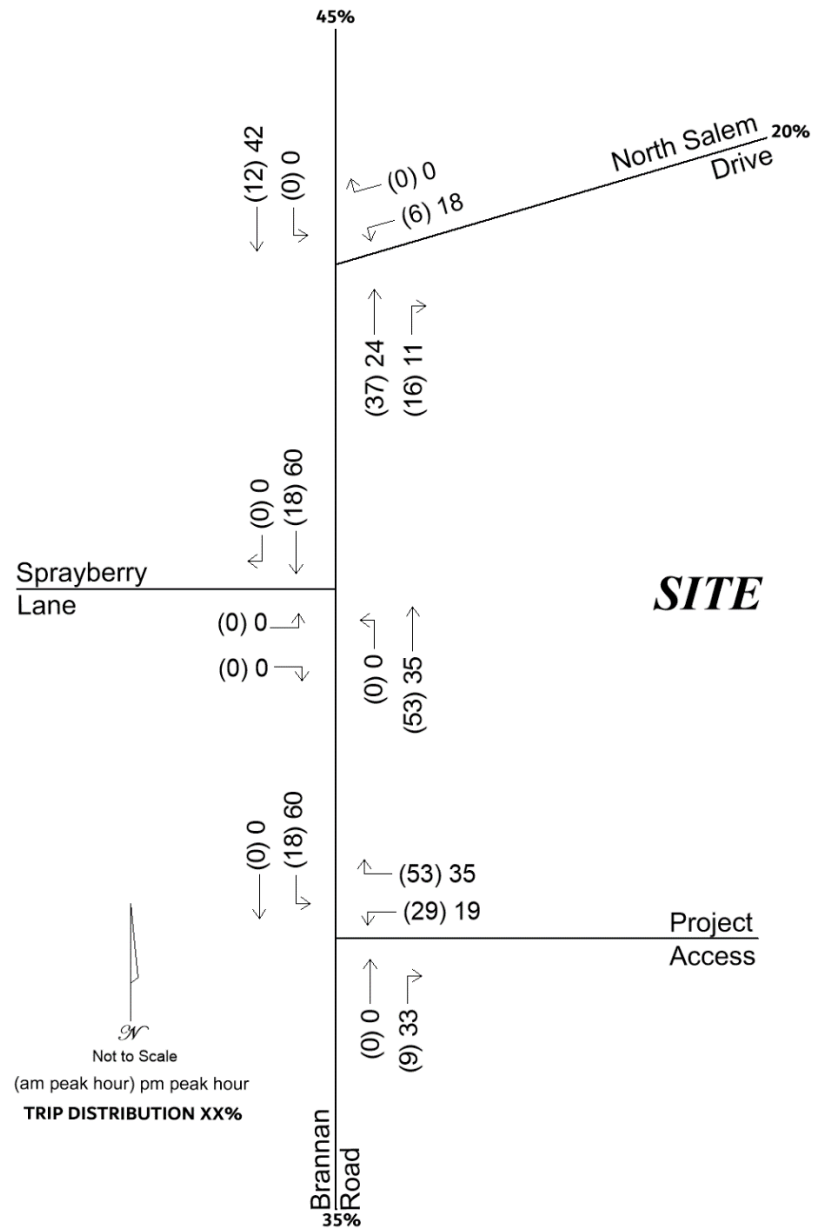


Figure 4 – Weekday A.M. and P.M. Peak Hour Project Trips and Trip Distribution Percentages

Future Traffic Conditions

The future build volumes consist of the no-build volumes (which, in this case, are the same as the existing, adjusted volumes) plus the trips that will be generated by the proposed subdivision. The future volumes are shown in Figure 5.

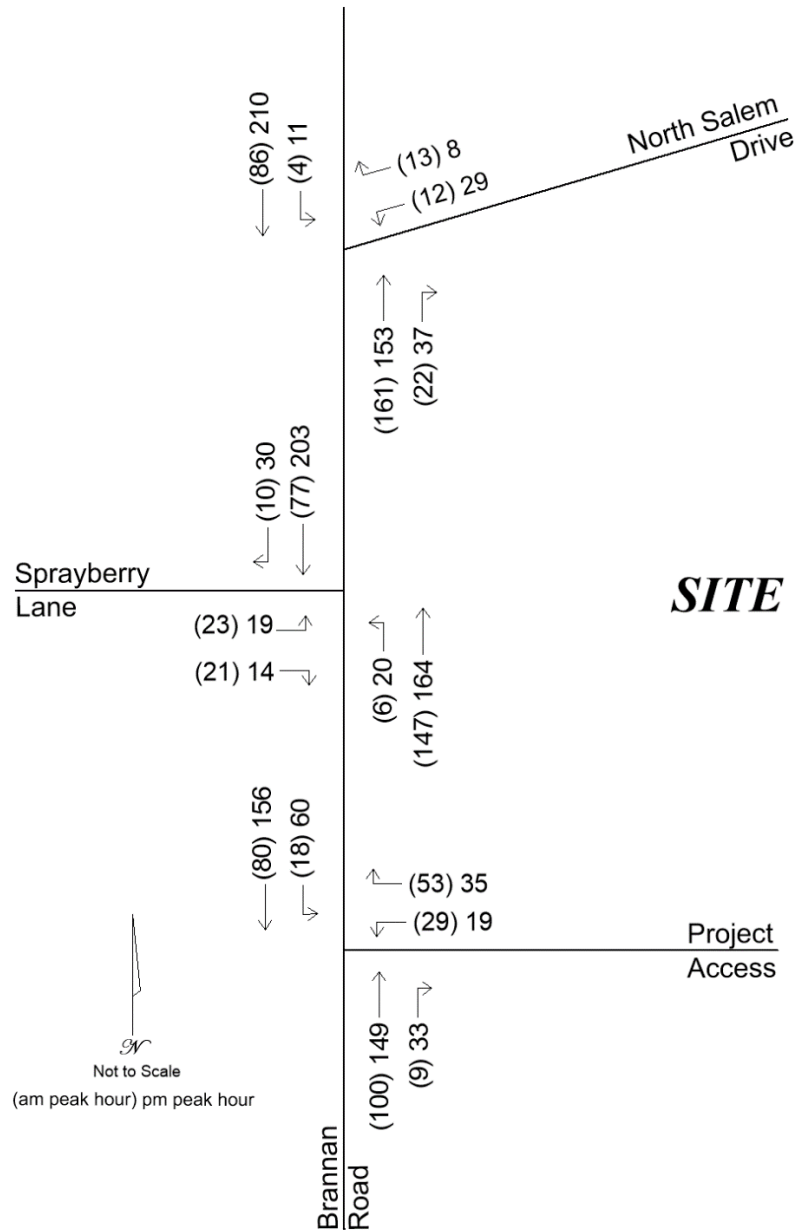


Figure 5 – Future Weekday A.M. and P.M. Peak Hour Volumes

Auxiliary Lane Standards at Site Access

The City of Stockbridge Code of Ordinances does not contain specific standards for providing auxiliary turn lanes on public roadways at subdivision accesses. Therefore, the Henry County Unified Land Development Code (ULDC) was used. ULDC Chapter 8 – Infrastructure Improvements, Section 01.05.J, Subsections 5 and 6 specify:

5. Any subdivision or development which has an entrance onto a state highway, major arterial, minor arterial, or collector county road shall provide lanes for deceleration, ingress, and egress. Design requirements of the GDOT shall be met on state roads and design requirements of the county DOT shall be met on county roads.

6. Any subdivision or development which has an entrance onto a major arterial, minor arterial, or collector roadway shall be required to design and construct a left turn lane improvement if the criteria is met as stipulated in Chapter 4 of the GDOT *Regulations for Driveway and Encroachment Control*. The developer will also be responsible for acquisition of right-of-way as well as for the relocation of utilities.

Brannan Road is classified by Henry County as a collector and therefore a northbound right turn lane is required on Brannan Road at the project access, according to the Henry County ULDC.

In order to determine if a southbound left turn lane is required at the project access, the Georgia DOT standards for determining the need for left turn lanes, as set forth in their *Regulations for Driveway and Encroachment Control* (Driveway Manual), revision 5.0 dated 7/3/2019, were reviewed. The left turn lane analysis was based on *Driveway Manual* Table 4-7a, Minimum Volumes Requiring Left Turn Lanes, which is shown below as Table 4.

Table 4 – Georgia DOT Left Turn Lane Standards

LEFT TURN REQUIREMENTS-FULL CONSTRUCTION				
Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	ADT		ADT	
	<6000	>=6000	<10000	>=10000
35 MPH or Less	300 LTV a day	200 LTV a day	400 LTV a day	300 LTV a day
40 to 50 MPH	250 LTV a day	175 LTV a day	325 LTV a day	250 LTV a day
>= 55 MPH	200 LTV a day	150 LTV a day	250 LTV a day	200 LTV a day

Table 4-7a Minimum Volumes Requiring Left Turn Lanes

The AADT on Brannan Road was 3,600 vpd in 2019 and counted at 2,670 vpd at the site access. For a two lane road with a 45 mph speed limit, below 6,000 vpd, the left turn volume (LTV) above which a left turn lane is required is 250 left turn vehicles (LTV) per day. The daily southbound left turn volume for the proposed subdivision is calculated as 482 left turn vehicles. This is above the 250 LTV threshold, so a left turn lane is required on Brannan Road at the project access, according to the Georgia DOT standard.

It is recommended that one entering and one exiting lane should be provided in the project access, or as required by Code. The exiting approach should be controlled by side street stop sign and stop bar.

Future Intersection Operations

An operational analysis was performed for the anticipated future project build-out, at the study intersections and project access. Table 5 presents the results of the future analysis. Computer printouts containing detailed results of the future analysis are located in Appendix E. Levels of service and delays are provided for the overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 5 – Future Intersection Operations

Intersection / Approach	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Brannan Road at Sprayberry Lane	A	1.9	A	1.3
northbound left turn	A	7.4	A	7.9
eastbound approach	A	9.8	B	11.3
2. Brannan Road at North Salem Drive	A	0.9	A	1.3
southbound left turn	A	7.6	A	7.7
westbound approach	A	9.9	B	11.9
3. Brannan Road at Project Access	A	3.4	A	2.6
southbound left turn (entering project)	A	7.5	A	7.8
westbound approach (exiting project)	A	9.8	B	10.8

The future analysis reveals excellent traffic operations at both study intersections and at the project access. Other than the turn lanes required at the project access, no mitigation was identified as being necessitated by the proposed subdivision.

The project civil engineer should comply with all applicable design standards at the proposed access, including those for sight distance, turn lane storage and taper lengths, turn radii, roadway width, and grades.

Conclusions and Recommendations

This traffic impact study evaluates the impact of a proposed residential subdivision in the City of Stockbridge. The project consists of 147 single-family houses. One full-movement access is proposed on the east side of Brannan Road south of Sprayberry Lane. The following are the findings and recommendations of this study:

1. Existing operations at the intersections evaluated are excellent. No mitigation is identified for the existing condition.
2. Traffic volume growth in this area has been minimal and this is expected to continue into the future.
3. The proposed subdivision will generate 109 new a.m. peak hour trips, 147 new p.m. peak hour trips, and 1,482 new weekday trips.
4. With the addition of the project trips, the future operations will see very minor increases in delays, but continued excellent operations. No mitigation, other than the turn lanes required at the project access, was identified as necessitated by the proposed subdivision.
5. The Henry County Code requires a northbound right turn lane on Brannan Road at the project access. The analysis according to Georgia DOT standards for the southbound left turn lane, as required by Code, concludes that a southbound left turn lane is required on Brannan Road at the project access.
6. The project access should be built with one entering and one exiting lane, or as required by Code, and the exiting approach should be controlled by side street stop sign and accompanying stop bar.
7. The project civil engineer should comply with applicable access design standards including sight distance, turn lane storage and taper lengths, turn radii, roadway width, and grades.

Appendix A

Traffic Count Data and Volume Worksheets

Brannan Road Subdivision Traffic Impact Study
City of Stockbridge, Henry County, Georgia

January 2021

Intersection: 1. Brannan Road and Sprayberry Lane

Weekday A.M. Peak Hour

	Northbound Brannan Road			Southbound Brannan Road			Eastbound Sprayberry Lane			
	L	T	Tot	T	R	Tot	L	R	Tot	
Counted Volumes (Thursday, January 7, 2021 7:15-8:15)	5	75	80	47	8	55	18	17	35	
adjustment 2019 to 2020	25.0%	25.0%		25.0%	25.0%		25.0%	25.0%		
Adjusted 2020 Volumes	6	94	100	59	10	69	23	21	44	
Total Annual Background Growth	0.0%	0.0%		0.0%	0.0%		0.0%	0.0%		
No-Build Volumes	6	94	100	59	10	69	23	21	44	
Proposed Brannan Road Subdivision Trips	0	53	53	18	0	18	0	0	0	
Build Volumes	6	147	153	77	10	87	23	21	44	

Weekday P.M. Peak Hour

	Northbound Brannan Road			Southbound Brannan Road			Eastbound Sprayberry Lane			
	L	T	Tot	T	R	Tot	L	R	Tot	
Counted Volumes (Thursday, January 7, 2021 5:00-6:00)	16	103	119	114	24	138	15	11	26	
adjustment 2019 to 2020	25.0%	25.0%		25.0%	25.0%		25.0%	25.0%		
Adjusted 2020 Volumes	20	129	149	143	30	173	19	14	33	
Total Annual Background Growth	0.0%	0.0%		0.0%	0.0%		0.0%	0.0%		
No-Build Volumes	20	129	149	143	30	173	19	14	33	
Proposed Brannan Road Subdivision Trips	0	35	35	60	0	60	0	0	0	
Build Volumes	20	164	184	203	30	233	19	14	33	

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Brannan Road Subdivision Traffic Impact Study
City of Stockbridge, Henry County, Georgia

January 2021

Intersection: 2. Brannan Road and North Salem Drive

Weekday A.M. Peak Hour	Northbound Brannan Road			Southbound Brannan Road				Westbound North Salem Drive		
	T	R	Tot	L	T	Tot		L	R	Tot
Counted Volumes (Thursday, January 7, 2021 7:15-8:15)	99	5	104	3	59	62		5	10	15
adjustment 2019 to 2020	25.0%	25.0%		25.0%	25.0%			25.0%	25.0%	
Adjusted 2020 Volumes	124	6	130	4	74	78		6	13	19
Total Annual Background Growth	0.0%	0.0%		0.0%	0.0%			0.0%	0.0%	
No-Build Volumes	124	6	130	4	74	78		6	13	19
Proposed Brannan Road Subdivision Trips	37	16	53	0	12	12		6	0	6
Build Volumes	161	22	183	4	86	90		12	13	25

Weekday P.M. Peak Hour	Northbound Brannan Road			Southbound Brannan Road				Westbound North Salem Drive		
	T	R	Tot	L	T	Tot		L	R	Tot
Counted Volumes (Thursday, January 7, 2021 5:00-6:00)	103	21	124	9	134	143		9	6	15
adjustment 2019 to 2020	25.0%	25.0%		25.0%	25.0%			25.0%	25.0%	
Adjusted 2020 Volumes	129	26	155	11	168	179		11	8	19
Total Annual Background Growth	0.0%	0.0%		0.0%	0.0%			0.0%	0.0%	
No-Build Volumes	129	26	155	11	168	179		11	8	19
Proposed Brannan Road Subdivision Trips	24	11	35	0	42	42		18	0	18
Build Volumes	153	37	190	11	210	221		29	8	37

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Brannan Road Subdivision Traffic Impact Study
City of Stockbridge, Henry County, Georgia

January 2021

Intersection: 3. Brannan Road and Project Access

Weekday A.M. Peak Hour	Northbound Brannan Road			Southbound Brannan Road			Westbound Project Access		
	T	R	Tot	L	T	Tot	L	R	Tot
Counted Volumes (Thursday, January 7, 2021 7:15-8:15)	80		80		64	64			
adjustment 2019 to 2020	25.0%				25.0%				
Adjusted 2020 Volumes	100		100		80	80			
Total Annual Background Growth	0.0%				0.0%				
No-Build Volumes	100		100		80	80			
Proposed Brannan Road Subdivision Trips	0	9	9	18	0	18	29	53	82
Build Volumes	100	9	109	18	80	98	29	53	82

Weekday P.M. Peak Hour	Northbound Brannan Road			Southbound Brannan Road			Westbound Project Access		
	T	R	Tot	L	T	Tot	L	R	Tot
Counted Volumes (Thursday, January 7, 2021 5:00-6:00)	119		119		125	125			
adjustment 2019 to 2020	25.0%				25.0%				
Adjusted 2020 Volumes	149		149		156	156			
Total Annual Background Growth	0.0%				0.0%				
No-Build Volumes	149		149		156	156			
Proposed Brannan Road Subdivision Trips	0	33	33	60	0	60	19	35	54
Build Volumes	149	33	182	60	156	216	19	35	54

MARC R. ACAMPORA, PE, LLC

Reliable Traffic Data Services

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TMC Data
Brannan Rd @ Sprayberry Lane
McDonough, GA
7-9 AM | 4-6 PM

File Name : 44450002
Site Code : 44450002
Start Date : 1/7/2021
Page No : 1

Groups Printed- Cars, Buses and Trucks

	Brannan Rd Northbound					Brannan Rd Southbound					Sprayberry Lane Eastbound					Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	1	19	0	0	20	0	6	1	0	7	9	0	1	0	10	0	0	0	0	0	37
07:15 AM	1	22	0	0	23	0	8	2	0	10	4	0	4	0	8	0	0	0	0	0	41
07:30 AM	1	20	0	0	21	0	12	3	0	15	6	0	3	0	9	0	0	0	0	0	45
07:45 AM	2	18	0	0	20	0	15	1	0	16	4	0	2	0	6	0	0	0	0	0	42
Total	5	79	0	0	84	0	41	7	0	48	23	0	10	0	33	0	0	0	0	0	165
08:00 AM	1	15	0	0	16	0	12	2	0	14	4	0	8	0	12	0	0	0	0	0	42
08:15 AM	0	14	0	0	14	0	13	0	0	13	2	0	2	0	4	0	0	0	0	0	31
08:30 AM	3	12	0	0	15	0	18	0	0	18	5	0	3	0	8	0	0	0	0	0	41
08:45 AM	0	11	0	0	11	0	14	0	0	14	3	0	2	0	5	0	0	0	0	0	30
Total	4	52	0	0	56	0	57	2	0	59	14	0	15	0	29	0	0	0	0	0	144
*** BREAK ***																					
04:00 PM	4	21	0	0	25	0	27	3	0	30	5	0	3	0	8	0	0	0	0	0	63
04:15 PM	3	24	0	0	27	0	29	8	0	37	5	0	1	0	6	0	0	0	0	0	70
04:30 PM	4	25	0	0	29	0	30	3	0	33	2	0	1	0	3	0	0	0	0	0	65
04:45 PM	1	22	0	0	23	0	32	7	0	39	2	0	2	0	4	0	0	0	0	0	66
Total	12	92	0	0	104	0	118	21	0	139	14	0	7	0	21	0	0	0	0	0	264
05:00 PM	1	30	0	0	31	0	23	4	0	27	1	0	3	0	4	0	0	0	0	0	62
05:15 PM	3	27	0	0	30	0	25	7	0	32	2	0	2	0	4	0	0	0	0	0	66
05:30 PM	6	22	0	0	28	0	40	5	0	45	5	0	4	0	9	0	0	0	0	0	82
05:45 PM	6	24	0	0	30	0	26	8	0	34	7	0	2	0	9	0	0	0	0	0	73
Total	16	103	0	0	119	0	114	24	0	138	15	0	11	0	26	0	0	0	0	0	283
Grand Total	37	326	0	0	363	0	330	54	0	384	66	0	43	0	109	0	0	0	0	0	856
Apprch %	10.2	89.8	0	0		0	85.9	14.1	0		60.6	0	39.4	0		0	0	0	0	0	
Total %	4.3	38.1	0	0	42.4	0	38.6	6.3	0	44.9	7.7	0	5	0	12.7	0	0	0	0	0	

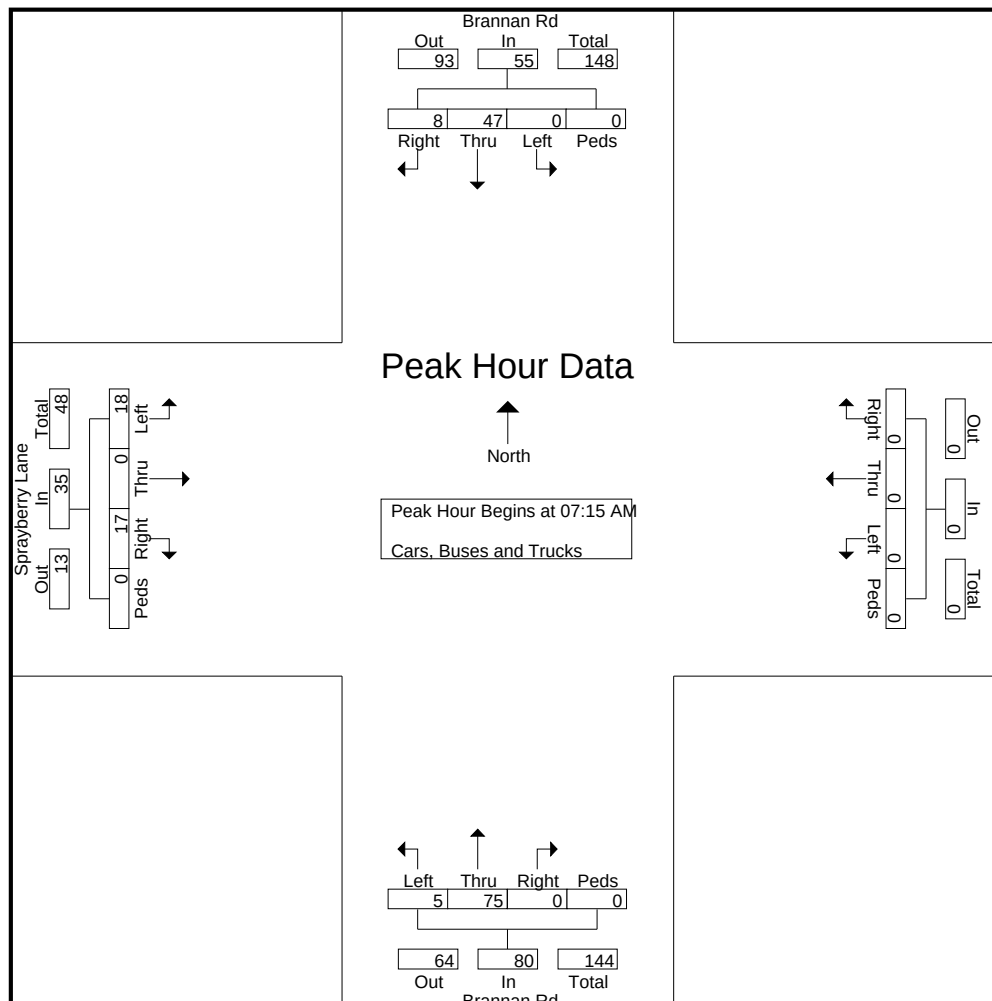
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TMC Data
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File Name : 44450002
Site Code : 44450002
Start Date : 1/7/2021
Page No : 2

	Brannan Rd Northbound					Brannan Rd Southbound					Sprayberry Lane Eastbound					Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	1	22	0	0	23	0	8	2	0	10	4	0	4	0	8	0	0	0	0	0	41
07:30 AM	1	20	0	0	21	0	12	3	0	15	6	0	3	0	9	0	0	0	0	0	45
07:45 AM	2	18	0	0	20	0	15	1	0	16	4	0	2	0	6	0	0	0	0	0	42
08:00 AM	1	15	0	0	16	0	12	2	0	14	4	0	8	0	12	0	0	0	0	0	42
Total Volume	5	75	0	0	80	0	47	8	0	55	18	0	17	0	35	0	0	0	0	0	170
% App. Total	93.8					85.5					51.4					48.6					
PHF	.625	.852	.000	.000	.870	.000	.783	.667	.000	.859	.750	.000	.531	.000	.729	.000	.000	.000	.000	.000	.944



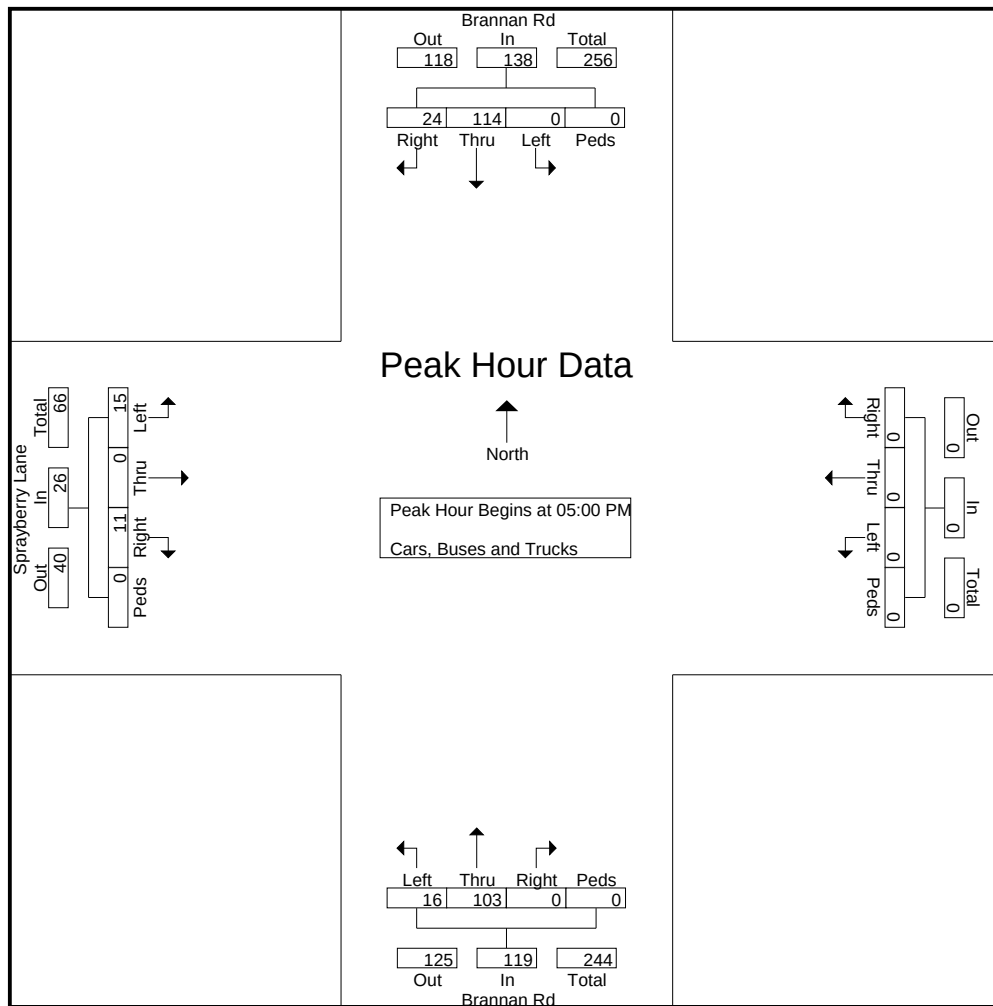
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TMC Data
Brannan Rd @ Sprayberry Lane
McDonough, GA
7-9 AM | 4-6 PM

File Name : 44450002
Site Code : 44450002
Start Date : 1/7/2021
Page No : 3

	Brannan Rd Northbound					Brannan Rd Southbound					Sprayberry Lane Eastbound					Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	1	30	0	0	31	0	23	4	0	27	1	0	3	0	4	0	0	0	0	0	62
05:15 PM	3	27	0	0	30	0	25	7	0	32	2	0	2	0	4	0	0	0	0	0	66
05:30 PM	6	22	0	0	28	0	40	5	0	45	5	0	4	0	9	0	0	0	0	0	82
05:45 PM	6	24	0	0	30	0	26	8	0	34	7	0	2	0	9	0	0	0	0	0	73
Total Volume	16	103	0	0	119	0	114	24	0	138	15	0	11	0	26	0	0	0	0	0	283
% App. Total	13.4	86.6					82.6	17.4			57.7		42.3								
PHF	.667	.858	.000	.000	.960	.000	.713	.750	.000	.767	.536	.000	.688	.000	.722	.000	.000	.000	.000	.000	.863



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TMC Data
Brannan Rd @ N Salem Dr
McDonough, GA
7-9 AM | 4-6 PM

File Name : 44450001
Site Code : 44450001
Start Date : 1/7/2021
Page No : 1

Groups Printed- Cars, Buses and Trucks

	Brannan Rd Northbound					Brannan Rd Southbound					Eastbound					N Salem Dr Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	0	21	4	0	25	1	7	0	0	8	0	0	0	0	0	0	0	1	0	1	34
07:15 AM	0	29	0	0	29	0	9	0	0	9	0	0	0	0	0	1	0	3	0	4	42
07:30 AM	0	28	1	0	29	0	15	0	0	15	0	0	0	0	0	1	0	3	0	4	48
07:45 AM	0	22	2	0	24	1	17	0	0	18	0	0	0	0	0	2	0	2	0	4	46
Total	0	100	7	0	107	2	48	0	0	50	0	0	0	0	0	4	0	9	0	13	170
08:00 AM	0	20	2	0	22	2	18	0	0	20	0	0	0	0	0	1	0	2	0	3	45
08:15 AM	0	18	3	0	21	2	13	0	0	15	0	0	0	0	0	2	0	4	0	6	42
08:30 AM	0	17	2	0	19	1	10	0	0	11	0	0	0	0	0	1	0	0	0	1	31
08:45 AM	0	10	4	0	14	0	17	0	0	17	0	0	0	0	0	0	0	1	0	1	32
Total	0	65	11	0	76	5	58	0	0	63	0	0	0	0	0	4	0	7	0	11	150
*** BREAK ***																					
04:00 PM	0	23	5	0	28	2	33	0	0	35	0	0	0	0	0	2	0	1	0	3	66
04:15 PM	0	27	3	0	30	1	36	0	0	37	0	0	0	0	0	1	0	0	0	1	68
04:30 PM	0	28	2	0	30	1	32	0	0	33	0	0	0	0	0	3	0	2	0	5	68
04:45 PM	0	23	2	0	25	0	30	0	0	30	0	0	0	0	0	4	0	1	0	5	60
Total	0	101	12	0	113	4	131	0	0	135	0	0	0	0	0	10	0	4	0	14	262
05:00 PM	0	29	3	0	32	2	27	0	0	29	0	0	0	0	0	0	0	1	0	1	62
05:15 PM	0	25	4	0	29	4	31	0	0	35	0	0	0	0	0	5	0	0	0	5	69
05:30 PM	0	23	6	0	29	2	46	0	0	48	0	0	0	0	0	2	0	3	0	5	82
05:45 PM	0	26	8	0	34	1	30	0	0	31	0	0	0	0	0	2	0	2	0	4	69
Total	0	103	21	0	124	9	134	0	0	143	0	0	0	0	0	9	0	6	0	15	282
Grand Total	0	369	51	0	420	20	371	0	0	391	0	0	0	0	0	27	0	26	0	53	864
Apprch %	0	87.9	12.1	0		5.1	94.9	0	0		0	0	0	0		50.9	0	49.1	0		
Total %	0	42.7	5.9	0	48.6	2.3	42.9	0	0	45.3	0	0	0	0	0	3.1	0	3	0	6.1	

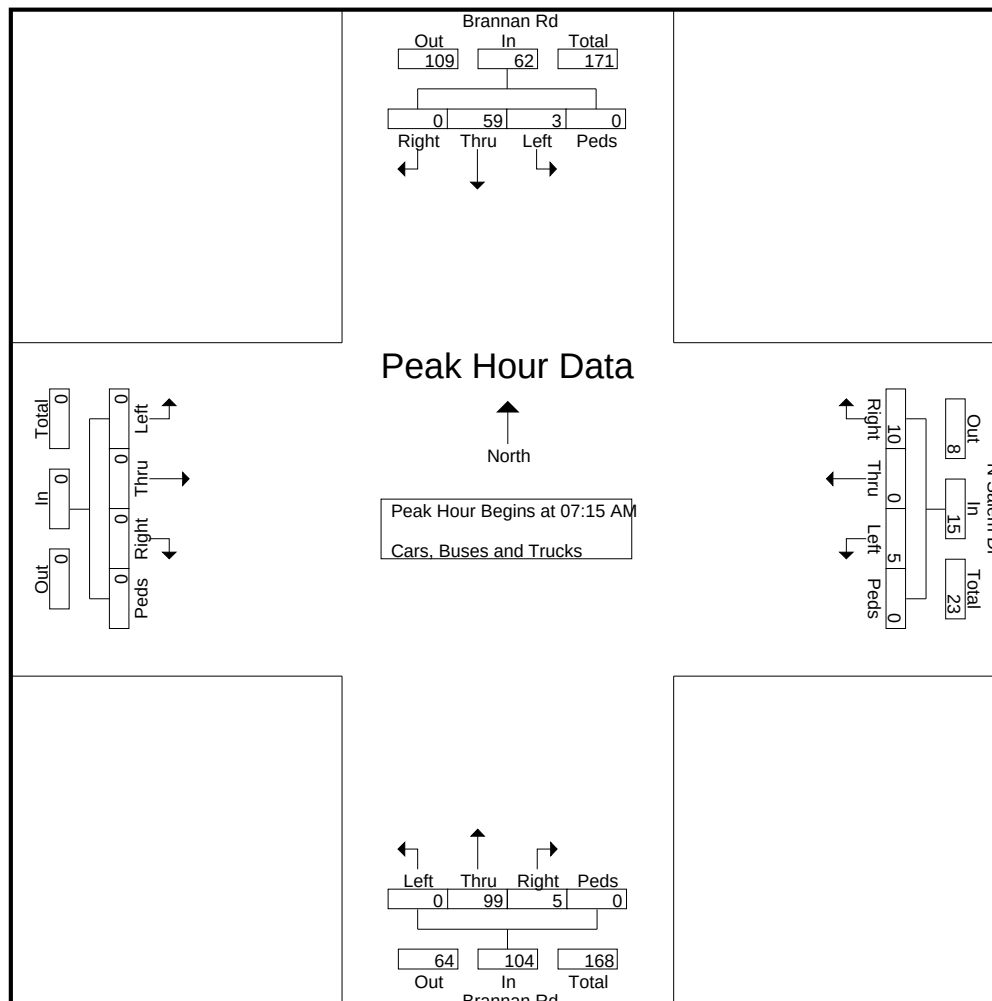
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TMC Data
Brannan Rd @ N Salem Dr
McDonough, GA
7-9 AM | 4-6 PM

File Name : 44450001
Site Code : 44450001
Start Date : 1/7/2021
Page No : 2

	Brannan Rd Northbound					Brannan Rd Southbound					Eastbound					N Salem Dr Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	29	0	0	29	0	9	0	0	9	0	0	0	0	0	1	0	3	0	4	42
07:30 AM	0	28	1	0	29	0	15	0	0	15	0	0	0	0	0	1	0	3	0	4	48
07:45 AM	0	22	2	0	24	1	17	0	0	18	0	0	0	0	0	2	0	2	0	4	46
08:00 AM	0	20	2	0	22	2	18	0	0	20	0	0	0	0	0	1	0	2	0	3	45
Total Volume	0	99	5	0	104	3	59	0	0	62	0	0	0	0	0	5	0	10	0	15	181
% App. Total	95.2					95.2					33.3					66.7					
PHF	.000	.853	.625	.000	.897	.375	.819	.000	.000	.775	.000	.000	.000	.000	.000	.625	.000	.833	.000	.938	.943



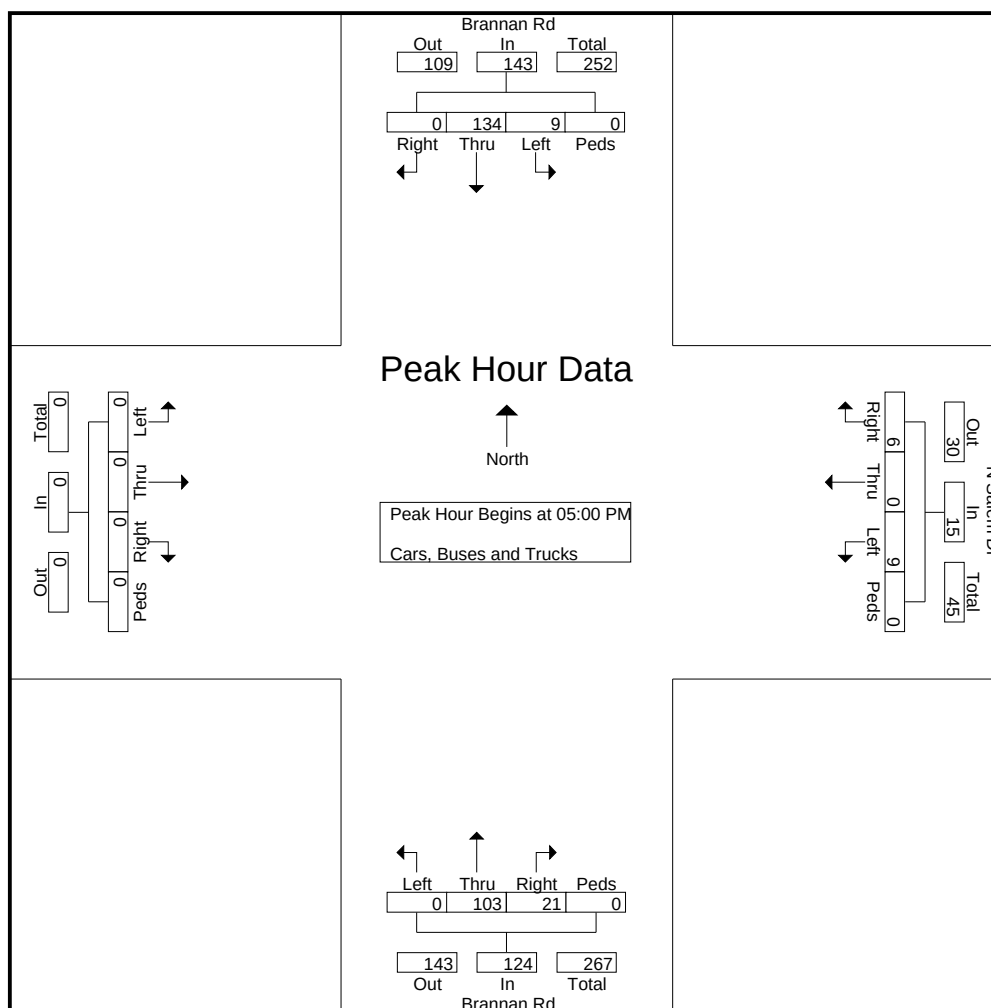
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TMC Data
Brannan Rd @ N Salem Dr
McDonough, GA
7-9 AM | 4-6 PM

File Name : 44450001
Site Code : 44450001
Start Date : 1/7/2021
Page No : 3

	Brannan Rd Northbound					Brannan Rd Southbound					Eastbound					N Salem Dr Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	0	29	3	0	32	2	27	0	0	29	0	0	0	0	0	0	0	1	0	1	62
05:15 PM	0	25	4	0	29	4	31	0	0	35	0	0	0	0	0	5	0	0	0	5	69
05:30 PM	0	23	6	0	29	2	46	0	0	48	0	0	0	0	0	2	0	3	0	5	82
05:45 PM	0	26	8	0	34	1	30	0	0	31	0	0	0	0	0	2	0	2	0	4	69
Total Volume	0	103	21	0	124	9	134	0	0	143	0	0	0	0	0	9	0	6	0	15	282
% App. Total	83.1 16.9					93.7															
PHF	.000	.888	.656	.000	.912	.563	.728	.000	.000	.745	.000	.000	.000	.000	.000	.450	.000	.500	.000	.750	.860



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Page 1

ADT Data

Site Code: 44450101
Brannan Rd north of N Salem Dr
McDonough, GA

Start Time	07-Jan-21 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	19			0	33				
12:15		3	21			5	21				
12:30		3	20			3	26				
12:45		3	21	9	81	3	24	11	104	20	185
01:00		0	25			2	21				
01:15		0	20			0	26				
01:30		0	19			2	21				
01:45		1	28	1	92	1	26	5	94	6	186
02:00		0	23			1	20				
02:15		1	18			0	25				
02:30		0	38			0	18				
02:45		0	23	1	102	1	36	2	99	3	201
03:00		1	18			3	35				
03:15		2	22			0	34				
03:30		3	27			2	53				
03:45		1	18	7	85	1	38	6	160	13	245
04:00		1	25			1	36				
04:15		1	27			2	42				
04:30		3	28			4	27				
04:45		4	22	9	102	1	28	8	133	17	235
05:00		1	31			2	35				
05:15		7	26			2	31				
05:30		4	22			1	51				
05:45		4	31	16	110	6	25	11	142	27	252
06:00		8	23			4	35				
06:15		12	14			1	28				
06:30		10	11			2	32				
06:45		14	14	44	62	6	14	13	109	57	171
07:00		16	13			5	15				
07:15		36	22			8	21				
07:30		30	8			15	15				
07:45		31	17	113	60	20	12	48	63	161	123
08:00		20	13			17	17				
08:15		18	10			16	10				
08:30		18	11			8	13				
08:45		14	8	70	42	19	14	60	54	130	96
09:00		19	5			11	11				
09:15		17	9			15	7				
09:30		17	8			14	6				
09:45		19	5	72	27	17	8	57	32	129	59
10:00		14	5			17	5				
10:15		21	1			9	6				
10:30		12	2			18	8				
10:45		14	5	61	13	24	2	68	21	129	34
11:00		16	3			23	5				
11:15		29	3			15	1				
11:30		19	0			20	3				
11:45		26	3	90	9	23	2	81	11	171	20
Total		493	785			370	1022			863	1807
Percent		38.6%	61.4%			26.6%	73.4%			32.3%	67.7%
Grand Total		493	785			370	1022			863	1807
Percent		38.6%	61.4%			26.6%	73.4%			32.3%	67.7%
ADT		ADT 2,670		AADT 2,670							

Appendix B

Intersection Analysis Methodology

Intersection Analysis Methodology

The methodology used for evaluating traffic operations at intersections is presented in the Transportation Research Board's *Highway Capacity Manual*, 2016 edition (HCM 6). Synchro 10 software, which emulates the HCM 6 methodology, was used for all analyses. The following is an overview of the methodology employed for the analysis of signalized intersections and roundabouts and stop-sign controlled (unsignalized) intersections. Levels of service (LOS) are assigned letters A through F. LOS A indicates operations with very low control delay while LOS F describes operations with high control delay. LOS F is considered to be unacceptable by most drivers, while LOS E is typically considered to be the limit of acceptable delay.

Signalized Intersections and Roundabouts – Level of service for a signalized intersection and a roundabout is defined in terms of control delay per vehicle. For signalized intersections and roundabouts, a composite intersection level of service is determined. The thresholds for each level of service are higher for signalized intersections and roundabouts than for unsignalized intersections. This is attributable to a variety of factors including expectation and acceptance of higher delays at signals/roundabouts, and the fact that drivers can relax when waiting at a signal as opposed to having to remain attentive as they proceed through the unsignalized intersection. The level of service criteria for signalized intersections and roundabouts are shown in Table A.

Table A – Level of Service Criteria for Signalized Intersections and Roundabouts

Control Delay (s/veh)	LOS
≤ 10	A
> 10 and ≤ 20	B
> 20 and ≤ 35	C
> 35 and ≤ 55	D
> 55 and ≤ 80	E
> 80	F

Source: Highway Capacity Manual 6

Unsignalized Intersections – Level of service for an unsignalized intersection is defined in terms of control delay per vehicle. Control delay is that portion of delay attributable to the control device and includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. The delays at unsignalized intersections are based on gap acceptance theory, factoring in availability of gaps, usefulness of the gaps, and the priority of right-of-way given to each traffic stream. The level of service criteria for unsignalized intersections are presented in Table B.

Table B – Level of Service Criteria for Unsignalized Intersections

Control Delay (s/veh)	LOS
0 – 10	A
> 10 and ≤ 15	B
> 15 and ≤ 25	C
> 25 and ≤ 35	D
> 35 and ≤ 50	E
> 50	F

Source: Highway Capacity Manual 6

Appendix C

Existing Intersection Operational Analysis

Brannan Road Subdivision
1: Brannan Road & Sprayberry Lane

existing a.m.

Intersection

Int Delay, s/veh 2.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	23	21	6	94	59	10
Future Vol, veh/h	23	21	6	94	59	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	100
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	73	73	87	87	86	86
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	32	29	7	108	69	12

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	191	69	81
Stage 1	69	-	-
Stage 2	122	-	-
Critical Hdwy	6.42	6.22	4.12
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	2.218
Pot Cap-1 Maneuver	798	994	1517
Stage 1	954	-	-
Stage 2	903	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	794	994	1517
Mov Cap-2 Maneuver	794	-	-
Stage 1	949	-	-
Stage 2	903	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.4	0.4	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1517	-	878	-	-
HCM Lane V/C Ratio	0.005	-	0.069	-	-
HCM Control Delay (s)	7.4	0	9.4	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Brannan Road Subdivision
2: Brannan Road & North Salem Drive

existing a.m.

Intersection						
Int Delay, s/veh	0.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	6	13	124	6	4	74
Future Vol, veh/h	6	13	124	6	4	74
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	90	90	78	78
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	6	14	138	7	5	95
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	247	142	0	0	145	0
Stage 1	142	-	-	-	-	-
Stage 2	105	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	741	906	-	-	1437	-
Stage 1	885	-	-	-	-	-
Stage 2	919	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	738	906	-	-	1437	-
Mov Cap-2 Maneuver	738	-	-	-	-	-
Stage 1	885	-	-	-	-	-
Stage 2	915	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	9.4	0		0.4		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	-		845	1437	
HCM Lane V/C Ratio	-	-		0.024	0.004	
HCM Control Delay (s)	-	-		9.4	7.5	
HCM Lane LOS	-	-		A	A	
HCM 95th %tile Q(veh)	-	-		0.1	0	

Brannan Road Subdivision
1: Brannan Road & Sprayberry Lane

existing p.m.

Intersection

Int Delay, s/veh 1.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	19	14	20	129	143	30
Future Vol, veh/h	19	14	20	129	143	30
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	100
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	72	72	96	96	77	77
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	26	19	21	134	186	39

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	362	186	225
Stage 1	186	-	-
Stage 2	176	-	-
Critical Hdwy	6.42	6.22	4.12
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	2.218
Pot Cap-1 Maneuver	637	856	1344
Stage 1	846	-	-
Stage 2	855	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	626	856	1344
Mov Cap-2 Maneuver	626	-	-
Stage 1	832	-	-
Stage 2	855	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.4	1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1344	-	707	-	-
HCM Lane V/C Ratio	0.016	-	0.065	-	-
HCM Control Delay (s)	7.7	0	10.4	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Brannan Road Subdivision
2: Brannan Road & North Salem Drive

existing p.m.

Intersection						
Int Delay, s/veh	0.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	8	129	26	11	168
Future Vol, veh/h	11	8	129	26	11	168
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	91	91	75	75
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	11	142	29	15	224
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	411	157	0	0	171	0
Stage 1	157	-	-	-	-	-
Stage 2	254	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	597	889	-	-	1406	-
Stage 1	871	-	-	-	-	-
Stage 2	788	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	590	889	-	-	1406	-
Mov Cap-2 Maneuver	590	-	-	-	-	-
Stage 1	871	-	-	-	-	-
Stage 2	779	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	10.4	0		0.5		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	-	687	1406	-	
HCM Lane V/C Ratio	-	-	0.037	0.01	-	
HCM Control Delay (s)	-	-	10.4	7.6	0	
HCM Lane LOS	-	-	B	A	A	
HCM 95th %tile Q(veh)	-	-	0.1	0	-	

Appendix D

No-Build Intersection Operational Analysis

Appendix E

Future Intersection Operational Analysis

Brannan Road Subdivision
1: Brannan Road & Sprayberry Lane

future a.m.

Intersection

Int Delay, s/veh 1.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	23	21	6	147	77	10
Future Vol, veh/h	23	21	6	147	77	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	100
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	73	73	87	87	86	86
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	32	29	7	169	90	12

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	273	90	102
Stage 1	90	-	-
Stage 2	183	-	-
Critical Hdwy	6.42	6.22	4.12
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	2.218
Pot Cap-1 Maneuver	716	968	1490
Stage 1	934	-	-
Stage 2	848	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	712	968	1490
Mov Cap-2 Maneuver	712	-	-
Stage 1	929	-	-
Stage 2	848	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.8	0.3	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1490	-	815	-	-
HCM Lane V/C Ratio	0.005	-	0.074	-	-
HCM Control Delay (s)	7.4	0	9.8	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Brannan Road Subdivision
2: Brannan Road & North Salem Drive

future a.m.

Intersection						
Int Delay, s/veh	0.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	12	13	161	22	4	86
Future Vol, veh/h	12	13	161	22	4	86
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	90	90	78	78
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	14	179	24	5	110
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	311	191	0	0	203	0
Stage 1	191	-	-	-	-	-
Stage 2	120	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	681	851	-	-	1369	-
Stage 1	841	-	-	-	-	-
Stage 2	905	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	678	851	-	-	1369	-
Mov Cap-2 Maneuver	678	-	-	-	-	-
Stage 1	841	-	-	-	-	-
Stage 2	901	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	9.9	0		0.3		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	758	1369	-	
HCM Lane V/C Ratio	-	-	0.035	0.004	-	
HCM Control Delay (s)	-	-	9.9	7.6	0	
HCM Lane LOS	-	-	A	A	A	
HCM 95th %tile Q(veh)	-	-	0.1	0	-	

Brannan Road Subdivision

3: Brannan Road & project access

future a.m.

Intersection						
Int Delay, s/veh	3.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W	W	N	N	S	S
Traffic Vol, veh/h	29	53	100	9	18	80
Future Vol, veh/h	29	53	100	9	18	80
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	150	150	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	80	87	87	86	86
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	36	66	115	10	21	93
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	250	115	0	0	125	0
Stage 1	115	-	-	-	-	-
Stage 2	135	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	739	937	-	-	1462	-
Stage 1	910	-	-	-	-	-
Stage 2	891	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	729	937	-	-	1462	-
Mov Cap-2 Maneuver	729	-	-	-	-	-
Stage 1	910	-	-	-	-	-
Stage 2	879	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	9.8	0	1.4			
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	851	1462	-	
HCM Lane V/C Ratio	-	-	0.12	0.014	-	
HCM Control Delay (s)	-	-	9.8	7.5	-	
HCM Lane LOS	-	-	A	A	-	
HCM 95th %tile Q(veh)	-	-	0.4	0	-	

Brannan Road Subdivision
1: Brannan Road & Sprayberry Lane

future p.m.

Intersection

Int Delay, s/veh 1.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	19	14	20	164	203	30
Future Vol, veh/h	19	14	20	164	203	30
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	100
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	72	72	96	96	77	77
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	26	19	21	171	264	39

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	477	264	303	0	-	0
Stage 1	264	-	-	-	-	-
Stage 2	213	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	547	775	1258	-	-	-
Stage 1	780	-	-	-	-	-
Stage 2	823	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	537	775	1258	-	-	-
Mov Cap-2 Maneuver	537	-	-	-	-	-
Stage 1	766	-	-	-	-	-
Stage 2	823	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	11.3	0.9	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1258	-	617	-	-
HCM Lane V/C Ratio	0.017	-	0.074	-	-
HCM Control Delay (s)	7.9	0	11.3	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

Brannan Road Subdivision
2: Brannan Road & North Salem Drive

future p.m.

Intersection						
Int Delay, s/veh	1.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	29	8	153	37	11	210
Future Vol, veh/h	29	8	153	37	11	210
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	91	91	75	75
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	39	11	168	41	15	280
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	499	189	0	0	209	0
Stage 1	189	-	-	-	-	-
Stage 2	310	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	531	853	-	-	1362	-
Stage 1	843	-	-	-	-	-
Stage 2	744	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	524	853	-	-	1362	-
Mov Cap-2 Maneuver	524	-	-	-	-	-
Stage 1	843	-	-	-	-	-
Stage 2	734	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	11.9	0		0.4		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	-		572	1362	
HCM Lane V/C Ratio	-	-		0.086	0.011	
HCM Control Delay (s)	-	-		11.9	7.7	
HCM Lane LOS	-	-		B	A	
HCM 95th %tile Q(veh)	-	-		0.3	0	

Brannan Road Subdivision

3: Brannan Road & project access

future p.m.

Intersection						
Int Delay, s/veh	2.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↔↔		↑	↗	↗	↑
Traffic Vol, veh/h	19	35	149	33	60	156
Future Vol, veh/h	19	35	149	33	60	156
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	150	150	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	96	96	77	77
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	25	47	155	34	78	203
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	514	155	0	0	189	0
Stage 1	155	-	-	-	-	-
Stage 2	359	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	521	891	-	-	1385	-
Stage 1	873	-	-	-	-	-
Stage 2	707	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	492	891	-	-	1385	-
Mov Cap-2 Maneuver	492	-	-	-	-	-
Stage 1	873	-	-	-	-	-
Stage 2	667	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	10.8	0		2.2		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	693	1385	-	
HCM Lane V/C Ratio	-	-	0.104	0.056	-	
HCM Control Delay (s)	-	-	10.8	7.8	-	
HCM Lane LOS	-	-	B	A	-	
HCM 95th %tile Q(veh)	-	-	0.3	0.2	-	

NOTES:

- TOTAL AREA : 51.76 ACRES
- THIS PLAT REPRESENTS CONSTRUCTION PLANS OF SPRAYBERRY STATION PREPARED BY CORNERSTONE ENGINEERING, LLC, DATED 9/30/05.
- OWNER: HUDGINS COMMUNITIES, INC.
125 WESTRIDGE INDUSTRIAL BOULEVARD
MCDONOUGH, GA 30253
- DEVELOPER: HUDGINS CONSTRUCTION CO., INC.
125 WESTRIDGE INDUSTRIAL BOULEVARD
MCDONOUGH, GA 30253
- 24 HR. CONTACT: MIKE HORNE (770) 474-3361
- PROPERTY IS ZONED PD (R2 & R3) (WITH CONDITIONS AND VARIANCES) - SEE REZONING LETTER RZ-03-25-S DATED APRIL 12, 2004.
- TOTAL NUMBER OF LOTS - 142
- 1/2" REBAR SET AT ALL LOT CORNERS.
- BOUNDARY INFORMATION SHOWN ON THIS PLAT IS BASED ON A BOUNDARY SURVEY PREPARED BY CONCEPTUAL DESIGN ENGINEERING, INC., DATED APRIL 12, 2004.
- THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
- THIS PROPERTY SHOWN IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD BOTH WRITTEN AND UNWRITTEN.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 93,968 FEET AND AN ANGULAR ERROR OF 01" PER ANGLE AND WAS ADJUSTED USING COMPASS RULE.
- INSTRUMENT USED TO OBTAIN MEASUREMENTS (ANGULAR AND LINEAR): TOPCON GTS 225 TOTAL STATION.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 2,005,204 FEET.
- A 20' DRAINAGE EASEMENT SHALL EXIST CENTERED ON ALL REAR LOT LINES AND CENTERED ON ALL STORM DRAIN PIPES OUTSIDE THE R/W EXCEPT AS SHOWN ON THIS PLAT.
- LOCATION OF ALL UNDERGROUND UTILITIES MAY OR MAY NOT BE SHOWN ON THIS PLAT.
- ALL OFFSETS SHOWN HEREON ARE PERPENDICULAR TO PROPERTY LINES, UNLESS OTHERWISE SHOWN.
- WATER AND SANITARY SEWER SERVICE PROVIDED BY HENRY COUNTY WATER & SEWERAGE AUTHORITY.
- TAX ASSESSOR'S PARCEL NUMBERS ARE SAME AS LOT NUMBERS, MAP 88D, ALL BLOCK 1. ADDRESSES OF CORNER LOTS BASED ON LOCATION OF DRIVEWAY, OPEN SPACE & AMENITY AREA PARCEL NO. T-200
- ELECTRIC SERVICE PROVIDED BY SNAPPING SHOALS EMC.
- DISTANCES SHOWN ARE HORIZONTAL AND BEARINGS WERE CALCULATED FROM ANGLES TURNED.
- BEARINGS BASED ON HENRY COUNTY GIS STATE PLANE COORDINATE SYSTEM.
- ALL STORM DRAINS SHALL BE EXTENDED A MINIMUM OF THIRTY (30) FEET BEHIND ANY FUTURE RESIDENCE OR BUILDING.
- SIDEWALKS REQUIRED BOTH SIDES OF STREET, 4 FEET WIDE, 2 FEET BEHIND BACK OF CURB AND HANDICAP ACCESSIBLE AT ALL CORNERS. ALL SIDEWALKS MUST BE COMPLETED PRIOR TO RELEASE OF TWO (2) YEAR MAINTENANCE AGREEMENT.
- A TWENTY (20) FOOT STORM AND SANITARY SEWER EASEMENT EXISTS ALONG EACH PROPERTY LINE AND ALONG EACH LOT LINE, CENTERED ON LOT LINES FOR FUTURE DRAINAGE AND SANITARY SEWER LINES.
- BASED ON THE FEMA F.I.R.M. PANEL #130468-0070B DATED NOVEMBER 2, 1983, THIS SITE IS LOCATED OUTSIDE OF THE 100YR. FLOOD PLAIN.
- WETLANDS SHOWN ON THIS PLAT ARE UNDER THE JURISDICTION OF THE ARMY CORPS OF ENGINEERS. LOT OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE OF THESE WETLANDS AREAS WITHOUT PROPER AUTHORIZATION.
- JURISDICTIONAL WETLANDS SHOWN ON THIS PLAT WERE DELINEATED BY CONCEPTUAL DESIGN ENGINEERING, INC.
- "LIVE STREAMS" AND/OR "WETLANDS" LIE WITHIN THIS PROPERTY.
- TOTAL LINEAR FOOTAGE OF STREET : 6,095 LF
SPRAYBERRY LANE - 324 LF
ASTORIA WAY - 4689 LF
VENDELLA CIR - 1082 LF
- A TEN (10) FOOT WATER LINE EASEMENT EXISTS AND IS CENTERED ON ALL WATER LINES AND A TWENTY (20) FOOT SANITARY SEWER EASEMENT EXISTS AND IS CENTERED ON ALL SANITARY SEWER LINES FOR MAINTENANCE PER HENRY COUNTY WATER & SEWERAGE AUTHORITY.
- THE NET DENSITY SHALL NOT EXCEED 3.6 DWELLING UNITS PER USABLE ACRE FOR THE R-3 ZONING DISTRICT AND 2.8 DWELLING UNITS PER USABLE ACRE FOR THE R-2 ZONING DISTRICT WITH THE MAXIMUM LOTS FOR THE DEVELOPMENT OF ONE HUNDRED FORTY-TWO (142).

MINIMUM REQUIREMENTS:

TOTAL LOT SIZE
R-2 9.37 ACRES (GROSS)
7.48 ACRES (NET)
R-3 42.39 ACRES (GROSS)
36.19 ACRES (NET)

MIN. LOT AREA R-2 15,750.04 SF
R-3 7,472.74 SF
NO. OF LOTS R-2 15 (11%)
R-3 127 (89%)

MIN. FLOOR AREA:
35 LOTS (25%) 1,600 SF
35 LOTS (25%) 1,800 SF
35 LOTS (25%) 1,900 SF
37 LOTS (25%) 2,000 SF

MIN. LOT WIDTH R-2 75'
R-3 60'

MIN. SETBACKS FRONT YARD R-2 40'
R-3 30'
SIDE YARD R-2 10'
R-3 10' BETWEEN HOUSES
REAR YARD R-2 40'
R-3 30'

OVERALL DENSITY:

DENSITY R2 & R3

GROSS DENSITY
TOTAL 142 LOTS/51.76 ACRES = 2.74

NET DENSITY
TOTAL 142 LOTS/43.67 ACRES = 3.25

R.O.W. AREA 8.09 ACRES

OPEN SPACE
ACREAGE 12.57 ACRES
PERCENTAGE 24.29%

GROSS DENSITY
GROSS R2 15 LOTS - 9.37 ACRES = 1.60
GROSS R3 127 LOTS - 42.39 ACRES = 3.00
TOTAL 142 LOTS - 51.76 ACRES = 2.74
NET DENSITY
NET R2 15 LOTS - 7.48 ACRES = 2.10
NET R3 127 LOTS - 36.19 ACRES = 3.51
TOTAL 142 LOTS - 43.67 ACRES = 3.25

CLARK MEADOWS

(F.K.A. SPRAYBERRY STATION)

LAND LOT 30 OF THE 7TH DISTRICT

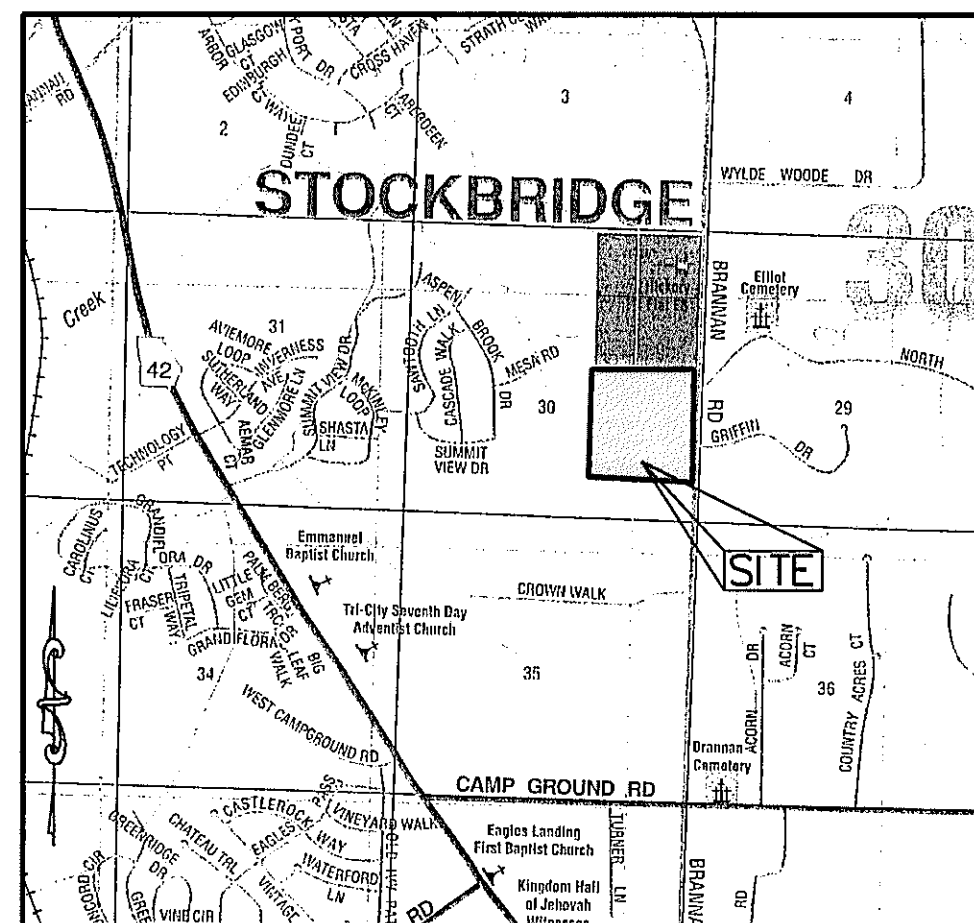
CITY OF STOCKBRIDGE

HENRY COUNTY, GEORGIA

OWNER:
HUDGINS COMMUNITIES, INC.
125 WESTRIDGE INDUSTRIAL BOULEVARD
MCDONOUGH, GA 30253

DEVELOPER:
HUDGINS CONSTRUCTION CO. INC.
125 WESTRIDGE INDUSTRIAL BOULEVARD
MCDONOUGH, GA 30253

24 HR. CONTACT: MIKE HORNE (770) 474-3361



LOCATION MAP
(N.T.S.)

ZONING:
R2 LOTS 128 - 142
R3 LOTS 1 - 127

OWNER'S ACKNOWLEDGMENT

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES HEREIN SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

APPROVED BY: *[Signature]* DATE 3-12-07

APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY DEVELOPMENT PLAN REVIEW DEPARTMENT
HENRY COUNTY - BOARD OF COMMISSIONERS

APPROVED BY: *[Signature]* DATE 3/14/07

CITY OF STOCKBRIDGE APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORDING.

[Signature], City Manager DATE 3/14/2007
MAYOR

IT IS HEREBY CERTIFIED THAT THIS PLAT WAS MADE FROM A TRUE AND CORRECT SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IRON PINS WERE PLACED AT ALL LOT CORNERS AND METERS ALL THE REQUIREMENTS OF GEORGIA LAW.

[Signature] No 1934
GEORGE T. CHAPMAN
GA. R.L.S. No. 1934

DEVELOPMENT PERMIT NUMBER 4460

CONDITIONAL REQUIREMENTS: (RZ-03-25-S)

(APRIL 12, 2004)

- DEVELOPMENT CONDITIONS
- IN DEVELOPMENT OF THE PROPERTY, OWNER SHALL COMPLY WITH ALL APPLICABLE RULES, REGULATIONS AND CONDITIONS OF THE R-2 (#93-11) AND R-3 (#03-59) ZONING ORDINANCE, EXCEPT WHERE SPECIFICALLY EXCLUDED BY THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STOCKBRIDGE AND HUDGINS COMMUNITIES IV, INC. DATED APRIL, 2004.
 - THE APPLICANT SHALL SUBMIT, TO THE CITY CLERK AND CITY ATTORNEY, AN UPDATED LEGAL DESCRIPTION AND PLAT (11X17), CERTIFIED BY AN ENGINEER OR SURVEYOR LICENSED IN THE STATE OF GEORGIA, OF THE PROPERTY.
 - THE NET DENSITY SHALL NOT EXCEED 3.6 DWELLING UNITS PER USABLE ACRE FOR THE R-3 ZONING DISTRICT AND 2.8 DWELLING UNITS PER USABLE ACRE FOR THE R-2 ZONING DISTRICT WITH THE MAXIMUM LOTS FOR THE DEVELOPMENT OF ONE HUNDRED FORTY-TWO (142).
 - THE MINIMUM AMOUNT OF HEATED SPACE SHALL BE NO LESS THAN 1,600 SQUARE FEET IN ONE-FORTH (1/4) OF SAID HOMES, NO LESS THAN 1,800 SQUARE FEET IN ONE-FORTH (1/4) OF SAID HOMES, NO LESS THAN 1,900 SQUARE FEET IN ONE-FORTH (1/4) OF SAID HOMES, AND NO LESS THAN 2,000 SQUARE FEET IN ONE-FORTH OF SAID HOMES.
 - ALL EXTERIOR SIDES OF EACH HOME OR BUILDING SHALL CONSIST OF BRICK, STONE OR ANY COMBINATION THEREOF EXCEPT THE EAVES, GABLES AND CARPORT DOORS WHICH MAY BE CONSTRUCTED OUT OF WOOD, MASONARY MATERIAL, HANDPLANK OR THE HIGHEST GRADE VINYL THAT IS MANUFACTURED ON THE DATE OF SALE, NO VINYL SIDING MAY BE USED IN THE CONSTRUCTION OF ANY OF THE HOMES OR BUILDINGS LOCATED ON THE PROPERTY. THE OWNER OR PERSON OR ENTITY APPLYING FOR A BUILDING PERMIT MUST PRESENT THE BUILDING PLAN AND THE EXTERIOR FAÇADE (ALL FOUR SIDES) DESIGN OF EACH STRUCTURE TO BE LOCATED ON THE PROPERTY TO THE CITY MANAGER OR HIS DESIGNEE FOR APPROVAL PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
 - THE HOMES SHALL BE BUILT ON-SITE (NO MODULAR OR MANU-FACTURED HOMES), WITH TWO (2) CAR GARAGES STANDARD.
 - THE DEVELOPMENT SHALL HAVE UNDERGROUND UTILITIES, SIDE-WALKS ON BOTH SIDES OF THE STREET AND ALONG THE FRONTAGE, DECORATIVE STREETLIGHTS AND ALL RESIDENTIAL DWELLINGS SHALL HAVE FULL SODDED YARDS.
 - ALL WALKING TRAILS AND NATURE TRAILS SHALL BE EIGHT FEET (8) WIDE. ACCESS TO SAID TRAILS MUST MEET THE ADA (AMERICANS WITH DISABILITIES ACT) STANDARDS, BUT THE TRAILS INTERIOR CONSTRUCTION DOES NOT HAVE TO MEET ADA STANDARDS.
 - THERE SHALL BE NO CLEAR CUTTING OF TREES OR MASS GRADING OF THE PROPERTY.
 - A LANDSCAPED BUFFER OF FIFTY FEET (50) SHALL BE PROVIDED AROUND THE PERIMETER OF THE SUBJECT PROPERTY, EXCEPT FOR THE WESTERN PROPERTY LINE, WHICH SHALL HAVE A BUFFER OF TWENTY FEET (20).
 - THE DEVELOPER SHALL INSTALL ACCELERATION AND DECELERATION LANES ALONG BRANNAN ROAD AND A BOULEVARD ENTRANCE INTO THE SUBDIVISION IN ACCORDANCE WITH THE HENRY COUNTY DEPARTMENT OF TRANSPORTATION CONSTRUCTION STANDARDS.
 - OWNER AGREES TO ADHERE TO THE LANDSCAPING ORDINANCE, ADOPTED BY THE CITY ON AUGUST 4, 2003.
 - THE CONCEPTUAL MASTER PLAN SERVICES A DEMONSTRATIVE PURPOSE ONLY AND THE CITY DOES NOT IN ANY WAY APPROVE SAID PLAN AS REPRESENTED.

VARIANCES

- THE OWNER SHALL BE AUTHORIZED TO DEVELOP A PD ON A MINOR ARTERIAL ROAD (BRANNAN ROAD).
- R-3 LOT WIDTHS MAY BE REDUCED TO NO LESS THAN SIXTY FEET (60) IN WIDTH.
- R-2 LOT WIDTHS MAY BE REDUCED TO NO LESS THAN SEVENTY-FIVE (75) IN WIDTH.
- R-3 FRONT YARD SET BACKS MAY BE REDUCED TO NO LESS THAN THIRTY FEET (30) (WITHOUT BACK ALLEY) AND TWENTY FEET (20) (WITH BACK ALLEY); SIDE YARD SET BACKS MAY BE REDUCED TO NO LESS THAN TEN FEET (10) BETWEEN HOMES AND REAR YARD SET BACKS SHALL BE REDUCED TO NO LESS THAN THIRTY FEET (30).
- THE AMENITIES REQUIRED BY UNDER APPLICABLE R-2 AND R-3 ORDINANCES MAY BE CONSOLIDATED IN A SINGLE AREA PROVIDED THAT SUFFICIENT PARKING FACILITIES ARE PROVIDED AND THAT ALL RESIDENTS OF THE ENTIRE DEVELOPMENT HAVE EQUAL USE OF AND RESPONSIBILITY FOR SUCH AMENITIES.
- THE MINIMUM AMENITIES FOR DEVELOPMENT OF THE PROPERTY SHALL BE WALKING AND NATURE TRAILS, A CLUBHOUSE THAT HAS A MINIMUM OF ONE THOUSAND SQUARE FEET (1,000 SQ. FT.) OF HEATED AND COOLED SPACE AND A REGULAR SIZE SWIMMING POOL WITH MALE AND FEMALE ENCLOSED BATHROOM AND SHOWER FACILITIES LOCATED ADJACENT TO SAID CLUBHOUSE.
- NO OTHER VARIANCES APPLY.

MAINTENANCE OF DETENTION PONDS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION AND SHALL BE MAINTAINED AND REPAIRED WHEN NEEDED OR AS REQUESTED BY THE CITY OF STOCKBRIDGE.

COUNTY HENRY CITY STOCKBRIDGE		SHEET TITLE: FINAL SUBDIVISION PLAT	
LAND LOTS 30 DISTRICT 7TH		CLARK MEADOWS (F.K.A. SPRAYBERRY STATION)	
SHEET 1	JOB No. 205863	REVISIONS	PREPARED FOR: HUDGINS COMMUNITIES, INC.
OF 3	DATE 02/08/07	SCALE 1" = 100'	



Conceptual Design Engineering, Inc.
98 Vinings Drive
McDonough, GA 30253
PHONE 678-610-5406 FAX 678-610-5770
Land Planning Civil Engineering Surveying

CLARK MEADOWS

(F.K.A. SPRAYBERRY STATION)

LAND LOT 30 OF THE 7TH DISTRICT

CITY OF STOCKBRIDGE

HENRY COUNTY, GEORGIA

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	43.98'	28.00'	43.98'	S46°01'21"W
C2	10.57'	28.00'	10.57'	S09°47'27"E
C3	15.32'	28.00'	15.32'	S36°16'27"E
C4	68.30'	60.00'	68.30'	S19°19'55"E
C5	41.17'	60.00'	41.17'	S32°56'23"W
C6	40.25'	60.00'	40.25'	S71°49'03"W
C7	55.45'	60.00'	55.45'	N62°29'15"W
C8	25.89'	28.00'	25.89'	N62°29'34"W
C9	10.81'	5025.00'	10.81'	S88°54'55"E
C10	60.00'	5025.00'	60.00'	S88°30'42"E
C11	60.01'	5025.00'	60.01'	S87°49'39"E
C12	32.58'	5025.00'	32.58'	S87°17'58"E
C13	25.88'	28.00'	25.88'	S66°24'09"W
C14	9.88'	60.00'	9.88'	S44°38'06"W
C15	69.81'	60.00'	69.81'	S82°41'01"W
C16	34.56'	60.00'	34.56'	N47°29'00"W
C17	40.08'	60.00'	40.08'	N11°50'45"W
C18	50.85'	60.00'	50.85'	N31°34'21"E
C19	25.88'	28.00'	25.88'	N29°22'11"E
C20	25.88'	28.00'	25.88'	N23°35'50"W
C21	67.16'	60.00'	67.16'	N18°00'57"W
C22	109.70'	60.00'	109.70'	N66°25'35"E
C23	28.33'	60.00'	28.33'	S47°40'18"E
C24	25.88'	28.00'	25.88'	S60°37'49"E
C25	11.10'	475.00'	11.10'	S87°47'00"E
C26	4.34'	475.00'	4.34'	S88°42'52"E
C27	12.57'	8.00'	12.57'	N46°01'24"E
C28	25.88'	28.00'	25.88'	N25°27'40"W
C29	110.94'	60.00'	110.94'	S01°01'22"W
C30	25.88'	28.00'	25.88'	N27°30'24"E
C31	12.57'	8.00'	12.57'	N43°58'36"W
C32	17.07'	525.00'	17.07'	S88°02'42"E
C33	62.53'	225.00'	62.53'	S79°18'24"E
C34	60.74'	225.00'	60.74'	S63°36'41"E
C35	46.15'	225.00'	46.15'	S50°00'07"E
C36	25.88'	28.00'	25.88'	N70°36'27"W
C37	78.48'	60.00'	78.48'	N59°37'28"W
C38	51.38'	60.00'	51.38'	N02°22'43"E
C39	39.54'	60.00'	39.54'	N45°47'28"E
C40	36.39'	60.00'	36.39'	N82°02'43"E
C41	40.92'	60.00'	40.92'	S61°02'25"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C42	52.72'	60.00'	52.72'	S16°19'47"E
C43	25.88'	28.00'	25.88'	S17°38'29"E
C44	130.78'	175.00'	130.78'	S65°42'18"E
C45	15.44'	475.00'	15.44'	S88°02'42"E
C46	12.57'	8.00'	12.57'	N46°01'24"E
C47	12.57'	8.00'	12.57'	N43°58'36"W
C48	17.07'	525.00'	17.07'	S88°02'44"E
C49	25.88'	28.00'	25.88'	S66°24'09"W
C50	60.47'	60.00'	60.47'	S68°47'28"W
C51	20.78'	60.00'	20.78'	N72°24'50"W
C52	25.05'	60.00'	25.05'	N50°31'56"W
C53	30.00'	60.00'	30.00'	N24°14'51"W
C54	68.88'	60.00'	68.88'	N22°57'57"E
C55	25.88'	28.00'	25.88'	N29°22'11"E
C56	25.88'	28.00'	25.88'	N23°35'51"W
C57	77.22'	60.00'	77.22'	N13°12'46"W
C58	40.00'	60.00'	40.00'	N42°45'15"E
C59	57.17'	60.00'	57.17'	N89°08'53"E
C60	28.85'	60.00'	28.85'	S49°46'59"E
C61	25.88'	28.00'	25.88'	S62°29'37"E
C62	18.00'	28.00'	18.00'	S72°36'07"W
C63	7.88'	28.00'	7.88'	S46°07'07"W
C64	51.17'	60.00'	51.17'	N62°29'13"E
C65	40.00'	60.00'	40.00'	S73°59'00"E
C66	40.00'	60.00'	40.00'	S35°47'10"E
C67	74.01'	60.00'	74.01'	S18°39'04"W
C68	4.95'	28.00'	4.95'	S48°55'36"W
C69	20.94'	28.00'	20.94'	S22°26'36"W
C70	43.98'	28.00'	43.98'	S43°58'38"E
C71	12.57'	8.00'	12.57'	N43°58'36"W
C72	98.96'	63.00'	98.96'	N46°01'22"E
C73	60.91'	4975.00'	60.91'	S88°37'35"E
C74	64.32'	4975.00'	64.32'	S87°54'19"E
C75	36.56'	4975.00'	36.56'	S87°19'28"E
C76	98.96'	63.00'	98.96'	S42°06'50"E
C77	98.96'	63.00'	98.96'	S47°53'10"W
C78	17.07'	525.00'	17.07'	S88°02'42"E
C79	12.57'	8.00'	12.57'	N46°01'22"E
C80	15.45'	475.00'	15.45'	S88°02'45"E
C81	98.96'	63.00'	98.96'	S42°06'50"E
C82	96.91'	63.00'	96.91'	S46°57'18"W
C83	98.96'	63.00'	98.96'	N43°58'38"W

CENTERLINE LINE TABLE		
CURVE	LENGTH	RADIUS
L1	167.93'	N88°58'37"W
L2	668.45'	N87°06'50"W
L3	300.00'	N02°53'11"W
L4	736.65'	S87°06'50"E
L5	236.31'	S88°58'34"E
L6	1142.36'	N01°01'22"E
L7	324.22'	N88°58'38"W
L8	231.45'	N88°58'34"W
L9	491.27'	N87°06'49"W
L10	193.03'	N44°07'31"W
L11	226.49'	N88°58'38"W
L12	274.20'	N87°06'51"W
L13	233.30'	N02°53'10"E
L14	509.22'	S88°58'38"E

CENTERLINE CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	162.59	5000.00'
C2	16.25	500.00'
C3	16.25	500.00'
C4	150.06'	200.00'
C5	16.25	500.00'

STORM DRAINAGE PIPE CHART			
PIPE	LENGTH	SIZE	SLOPE
1H-1G	31.08'	18"BCCMP	3.06%
1G-1F	284.50'	24"BCCMP	3.35%
1F-1E	184.44'	36"BCCMP	0.75%
1E-1D	264.78'	36"BCCMP	0.70%
1D-1C	69.81'	36"BCCMP	0.76%
1C-1B	91.36'	36"BCCMP	1.35%
1B-1A	54.16'	36"BCCMP	0.28%
2C-2B	31.02'	18"BCCMP	1.87%
2B-2A	239.92'	18"BCCMP	4.25%
2A-1D	31.72'	24"BCCMP	2.24%
3A-1F	31.14'	18"BCCMP	1.93%
4E-4D	29.45'	18"BCCMP	2.04%
4D-4C	146.08'	18"BCCMP	3.55%
4C-4B	32.11'	24"BCCMP	4.89%
4B-4A	172.02'	30"BCCMP	3.75%
5Q-5P	29.96'	18"BCCMP	1.03%
5P-5O	187.97'	18"BCCMP	2.59%
5O-5N	31.43'	24"BCCMP	2.67%
5N-5M	44.54'	24"BCCMP	6.22%
5M-5L	81.63'	30"BCCMP	2.01%
5L-5K	61.04'	30"BCCMP	2.23%
5K-5J	86.69'	36"BCCMP	2.71%
5J-5I	233.88'	36"BCCMP	1.61%
5I-5H	177.63'	36"BCCMP	1.78%
5H-5G	31.60'	42"BCCMP	2.91%
5G-5F	135.29'	42"BCCMP	0.92%
5F-5E	133.71'	42"BCCMP	0.61%
5E-5D	34.55'	42"BCCMP	0.43%
5D-5C	94.86'	42"BCCMP	2.55%
5C-5B	30.59'	42"BCCMP	1.63%
5B-5A	41.64'	42"BCCMP	1.44%
6A-5M	31.28'	18"BCCMP	5.91%
7C-7B	61.47'	18"BCCMP	1.02%
7B-7A	57.07'	18"BCCMP	1.07%
7A-5K	30.23'	24"BCCMP	1.59%
8C-8F	34.67'	18"BCCMP	5.91%
8F-8E	91.65'	18"BCCMP	5.14%
8E-8D	31.25'	24"BCCMP	1.22%
8D-8C	299.21'	24"BCCMP	2.46%
8C-8B	139.07'	30"BCCMP	2.32%
8B-8A	93.51'	30"BCCMP	2.67%
9B-9A	30.46'	18"BCCMP	3.55%
9A-5D	226.95'	18"BCCMP	5.86%
10A-8C	30.76'	18"BCCMP	0.85%
11A-5C	91.78'	18"BCCMP	1.38%
12B-12A	41.88	36"RCP	0.81%
13B-13A	58.87	24"RCP	5.21%
14H-14G	93.59'	36"BCCMP	2.83%
14G-14F	355.15'	36"BCCMP	0.92%
14F-14E	88.80'	36"BCCMP	1.05%
14E-14D	124.73'	36"BCCMP	3.44%
14D-14C	356.15'	36"BCCMP	1.01%
14C-14B	131.36'	36"BCCMP	0.85%
14B-14A	163.27'	36"BCCMP	2.77%
15H-15G	323.87'	18"BCCMP	1.14%
15G-15F	397.96'	18"BCCMP	1.15%
15F-15E	349.51'	18"BCCMP	1.20%
15E-15D	162.18'	30"BCCMP	0.58%
15D-15C	303.08'	30"BCCMP	1.54%
15C-15B	288.70'	36"BCCMP	2.00%
15B-15A	77.43'	36"BCCMP	1.65%
16B-16A	136.31'	18"BCCMP	1.18%
16A-5I	29.95'	18"BCCMP	1.17%

AREA TO BE DEDICATED TO THE
HOMEOWNER'S ASSOCIATION
TOTAL AREA OF OPEN SPACE - 12.57 ACRES

SETBACK LINES:

FRONT YARD R-2 40'
R-3 30'
SIDE YARD R-2 10'
R-3 10' BETWEEN HOUSES
REAR YARD R-2 40'
R-3 30'

APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY DEVELOPMENT PLAN REVIEW DEPARTMENT
HENRY COUNTY - BOARD OF COMMISSIONERS

APPROVED BY *[Signature]* DATE 3/15/07

CITY OF STOCKBRIDGE APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORDING.

[Signature] Mayor DATE 3/16/2007

LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT-OF-WAY
N/F NOW OR FORMERLY
DE DRAINAGE EASEMENT
#000 STREET ADDRESS
MH MANHOLE
SSE SANITARY SEWER EASEMENT
JB JUNCTION BOX
UE UTILITY EASEMENT
HW HEADWALL
CB CATCH BASIN
YI YARD INLET
FIRE HYDRANT
BCCMP BITUMINOUS COATED CORRUGATED METAL PIPE
RCP REINFORCED CONCRETE PIPE
SB BUILDING SETBACK LINE
DI DRAIN INLET
MFE MINIMUM FOOTING ELEVATION

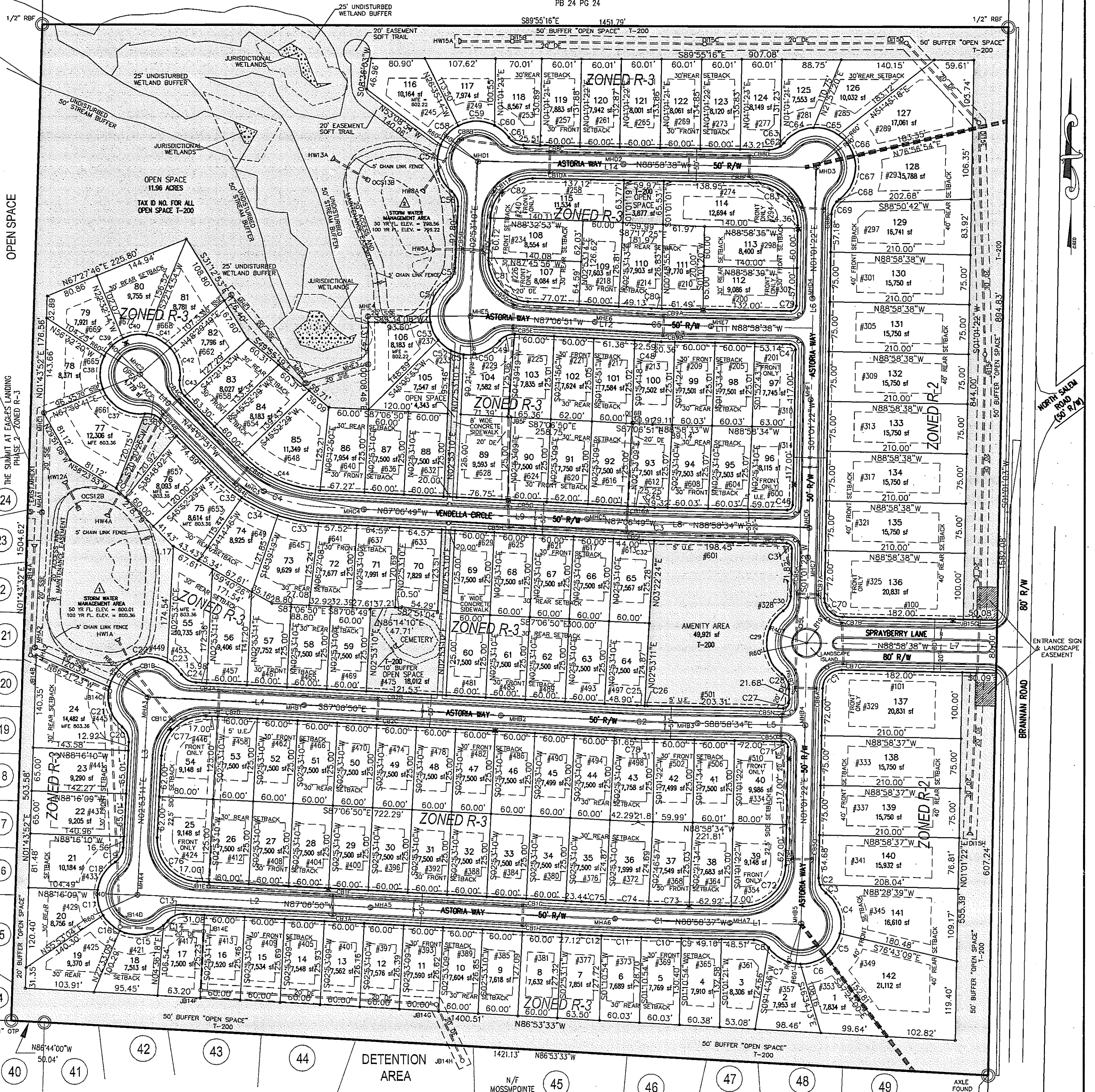
CITY APPROVAL

IT IS TO BE NOTED THAT CITY OF STOCKBRIDGE ASSUMES NO RESPONSIBILITY FOR THE OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY, NOR FOR THE EXTENSION OF CULVERTS BEYOND THE POINTS SHOWN ON THIS PLAT AND AS REQUIRED BY THE HENRY COUNTY SUBDIVISION ORDINANCE.



COUNTY	HENRY	CITY	STOCKBRIDGE
LAND LOT	30	DISTRICT	7TH
SHEET	2	REVISIONS	
OF 3	DATE 02/08/07	SCALE	1" = 100'
SHEET TITLE: FINAL SUBDIVISION PLAT			
CLARK MEADOWS (F.K.A. SPRAYBERRY STATION)			
PREPARED FOR: HUDGINS COMMUNITIES, INC.			

Conceptual Design Engineering, Inc.
98 Vining Drive
McDonough, GA 30253
PHONE 678-610-5405 FAX 678-610-5770
Land Planning Civil Engineering Surveying



CITY OF STOCKBRIDGE APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORDING.

Red Stockbridge, City Manager DATE *3/16/2007*
MAYOR

CITY APPROVAL

IT IS TO BE NOTED THAT CITY OF STOCKBRIDGE ASSUMES NO RESPONSIBILITY FOR THE OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY, NOR FOR THE EXTENSION OF CULVERTS BEYOND THE POINTS SHOWN ON THIS PLAT AND AS REQUIRED BY THE HENRY COUNTY SUBDIVISION ORDINANCE.

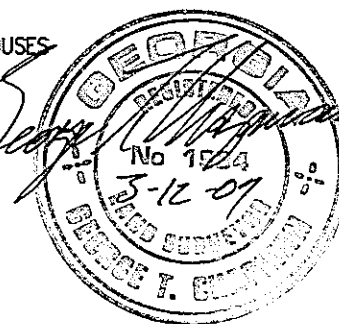
APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY DEVELOPMENT PLAN REVIEW DEPARTMENT
HENRY COUNTY - BOARD OF COMMISSIONERS

APPROVED BY *[Signature]* DATE *3/17/07*

SETBACK LINES:

FRONT YARD R-2 40'
R-3 30'
SIDE YARD R-2 10'
R-3 10' BETWEEN HOUSES
REAR YARD R-2 40'
R-3 30'



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

COUNTY	HENRY	CITY	STOCKBRIDGE
LAND LOTS	30	DISTRICT	7TH
SHEET	3	JOB NO.	205863
OF 3		DATE	02/08/07
		SCALE	1" = 100'

SHEET TITLE: FINAL SUBDIVISION PLAT

CLARK MEADOWS
(F.K.A. SPRAYBERRY STATION)

HUDGINS COMMUNITIES, INC.

CDE
Conceptual Design Engineering, Inc.
98 Vining Drive
McDonough, GA 30253
PHONE 678-610-5406 FAX 678-610-5770
Land Planning Civil Engineering Surveying



City of Stockbridge

AGENDA ITEM

MEETING DATE

March 30, 2021

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☒ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☒ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron and Kira Braggs-Harris

DEPARTMENT: Public Works and Main Street

ITEM/PROJECT/EVENT:

Interior renovation of the Ted Strickland Community Center.

BACKGROUND INFORMATION:

TSW, Inc. proposes to furnish concept and construction documents for an interior renovation to the Ted Strickland Community Center located at 130 M.L.K. Senior Heritage Trail, Stockbridge, GA 30281. The Project requires a comprehensive design and biddable construction document package. The scope shall also include construction phase services.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$26,750.00

ATTACHMENTS:

☐



ARCHITECTURAL ON-CALL SERVICES CITY OF STOCKBRIDGE

NO. 17 PROJECT ASSIGNMENT AGREEMENT CONCEPT & CONSTRUCTION DOCUMENTS FOR TED STRICKLAND INTERIOR OFFICE RENOVATION

March 5, 2021

TSW, Inc. proposes to furnish concept and construction documents for an interior renovation to the Ted Strickland Building located at 130 M.L.K. Senior Heritage Trail, Stockbridge, GA 30281. Per direction by Stockbridge Main Street Program the renovation shall include the following components:

- Five (5) new offices
- One (1) twenty person conference room
- One (1) reception desk with printing area
- A large reception area that can be utilized as a community event room
- The back storage room will be renovated into a print and work room.
- The central island in the commercial kitchen shall be removed.
- The serving window in the commercial kitchen shall be removed.
- No work is anticipated in the restrooms.
- No new exterior opening are anticipated.
- The hollow metal exterior side door will be shown as a new storefront door.
- Office walls will be designed to deck and shall include a drop ceiling. The interior walls and ceilings shall have acoustic insulation.
- Open ceiling shall remain in the common spaces.

The Project requires a comprehensive design and biddable construction document package. The scope shall also include construction phase services. This Project will include the follow disciplines and consultants:

Architecture-	TSW, Inc.
Interior Design-	TSW, Inc.
Mechanical Engineering-	Covalent Engineering
Plumbing Engineering-	Covalent Engineering
Electrical Engineering-	Covalent Engineering

SCOPE OF SERVICES

TASK A -CONCEPT DESIGN

FEE- \$3,000

Step No. 1- Draft Design

TSW shall provide (2) draft design floor plan layouts of the renovated interior space of the Ted Strickland Community Center and Inspiration images for the interior office space.

Deliverables

- Two (2) draft floor plan layouts
- Area summary of interior spaces
- Inspiration images

Step No. 2- Meeting to discuss draft designs

TSW shall review the draft concepts with the Stockbridge Main Street Program and the City of

Stockbridge. The meeting will focus on the final direction of the concept design and possible revisions. All feedback shall be incorporated into the final concept.

Deliverables

- Meeting No. 1

Step No. 3- Refine the concept design based on the feedback received

TSW shall create a final concept plan. Based on input received from the meeting. The final plans shall focus on one concept solution. The final concept design shall include:

Deliverables

- Updated final floor plan
- Updated inspirational images

TASK B: DESIGN DEVELOPMENT

FEE- \$6,500

Following completion of the Concept Design Phase, the TSW Team will develop working floor plans that address life safety, mechanical, electrical, plumbing, and fire protection systems. During Design Development, focus will also be placed on the interior material selections for the Client's review and input. Development Document deliverables shall be formatted to 24x36 or 30x42 sheet size. This set shall include:

Deliverables:

- Code summary and life safety plan
- Outline specifications and notes
- Interior material selections
- Furniture selections
- Floor and reflected ceiling plans
- Enlarged plan areas, if needed
- Mechanical and electrical plans
- Meeting No. 2

TASK C: CONSTRUCTION DOCUMENTS

FEE- \$8,000

The TSW Team will create Construction Documents based on the client approved Design Development Plans. The Construction Documents will include plans and specifications required to public bid the Project. All documents and drawings will be reviewed using our QA/QC process before releasing documents for the Client's review. The Construction Documents will include the following drawings:

Deliverables:

- Code Summary
- Life safety plan
- Specifications formatted on the drawings
- Dimensioned floor plan
- Dimensioned reflected ceiling plan
- Dimensioned demolition floor plans
- Wall, door, and window schedules
- Mechanical and electrical plans, schedules, and legends
- Finish Schedules
- Furniture Schedules
- Interior Elevations
- Meeting No. 3

TASK D: BIDDING & APPROVALS

FEE- \$4,000

Step No. 1- Approvals

The TSW Team will pursue the required governmental permits for the construction of the project. TSW Team will participate in phone calls with City Officials, provide any required revisions to drawings, and participate in meetings as needed to ensure the building permit is obtained in a timely manner.

Deliverables:

- Hard copy plans required for Permitting

Step No. 2- Bidding

The TSW Team will assist the City during the bidding process answering prospective bidder's questions about the design and evaluate bids.

Deliverables:

- Meeting No. 4 - attendance at pre-bid meeting
- Answers to bid questions and any related addenda
- Participating in bid evaluation and recommendations

TASK E: CONSTRUCTION ADMINISTRATION

FEE- \$4,500

TSW Team's Construction Phase Services are based on a 3 month construction period. The TSW Team will provide Construction Administration services typical for a design team during construction including:

- Request for Information (RFI) responses
- Architects Supplemental Information (ASI) design clarifications, if needed
- Contractor submittal reviews
- Monthly Contractor pay application review and approval, if needed
- Punch-list review and creation, if need
- Substantial Completion Certificate, in needed

Site visits during construction of the Project shall only be provided as needed at the request of the City of Stockbridge's Public Works Staff. Each site visit by a professional will include a written field report. The cost of each site visit shall be an add service of \$1,200.

Exclusions to scope of services:

The following are not included in this Project Assignment, but may be added as an add service as the City deems appropriate:

1. Topography, boundary, and tree surveys in CADD
2. Variances and other zoning filing
3. Replatting or consolidation
4. Project Manual
5. Structural Engineering

Reimbursable:

Reimbursable for the this scope shall be \$750 maximum. These reimbursables shall adhere to the terms of the Master Agreement.

City Provided Items

The following items shall be provided by the City of Stockbridge for the Project:

- PDF of the signed and sealed Code Summary and Life safety Sheets for the Ted Strickland Community Building.
- PDF of the mechanical and electrical for the Ted Strickland Community Building.
- PDF of the mechanical and electrical equipment and panel schedules for the Ted Strickland Community Building.

- CAD of the first floor plan of Ted Strickland Community building, if available.

If a PDF of the Ted Strickland Documents does not exist, TSW can commission a print company to pick up the hard copy construction documents from Ted Strickland Community Building. The print company will scan these documents and return the hard copies to City Hall. Please provide initials next to this paragraph, if you would like TSW, to commission the print company to provide scans of the construction documents. The scanning by the print company will be charged as an additional reimbursable.

PROFESSIONAL FEE

Task A: Concept Design	\$ 3,000
Task B: Design Development	\$ 6,500
Task C Construction Documents	\$ 8,000
Task D: Bidding & Permitting	\$ 4,000
Task E: Construction Administration	\$ 4,500
Reimbursables	\$ 750

TOTAL FEE	\$26,750
------------------	-----------------

Profession Time

TSW and Covalent Engineering are committed to providing the Construction Document within 40 business days of the executed Project Assignment Agreement by the City of Stockbridge.

Billing and Payment Policies:

The above Scope and the policies of the Stockbridge Master Agreement with TSW are part of this Project Assignment Agreement. Signing this Project Assignment Agreement signifies the City's intent to contract TSW, Inc. for professional services. In contracting with TSW, Inc., the Client warrants that funds are available to compensate TSW, Inc. for the total amount of services and expenses contracted, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.

TSW, Inc. submits monthly invoices. Invoices are due and payable upon receipt and become delinquent if not paid in full thirty (30) days after their date. The City shall notify TSW, Inc. of any dispute regarding invoices received within twenty one (21) days of receipt of invoice. Only the disputed portion of the payment may be withheld.

Accounts delinquency longer than forty-five (45) days will result in the stoppage of work on the job by TSW, Inc. Seven (7) days notice will be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due.

Initiation of Work:

The City may initiate work described above Scope of Services by signing where indicated below as an agreement and acceptance of this Project Agreement. TSW will begin to execute work upon receipt of this authorization.

City of Stockbridge

Date



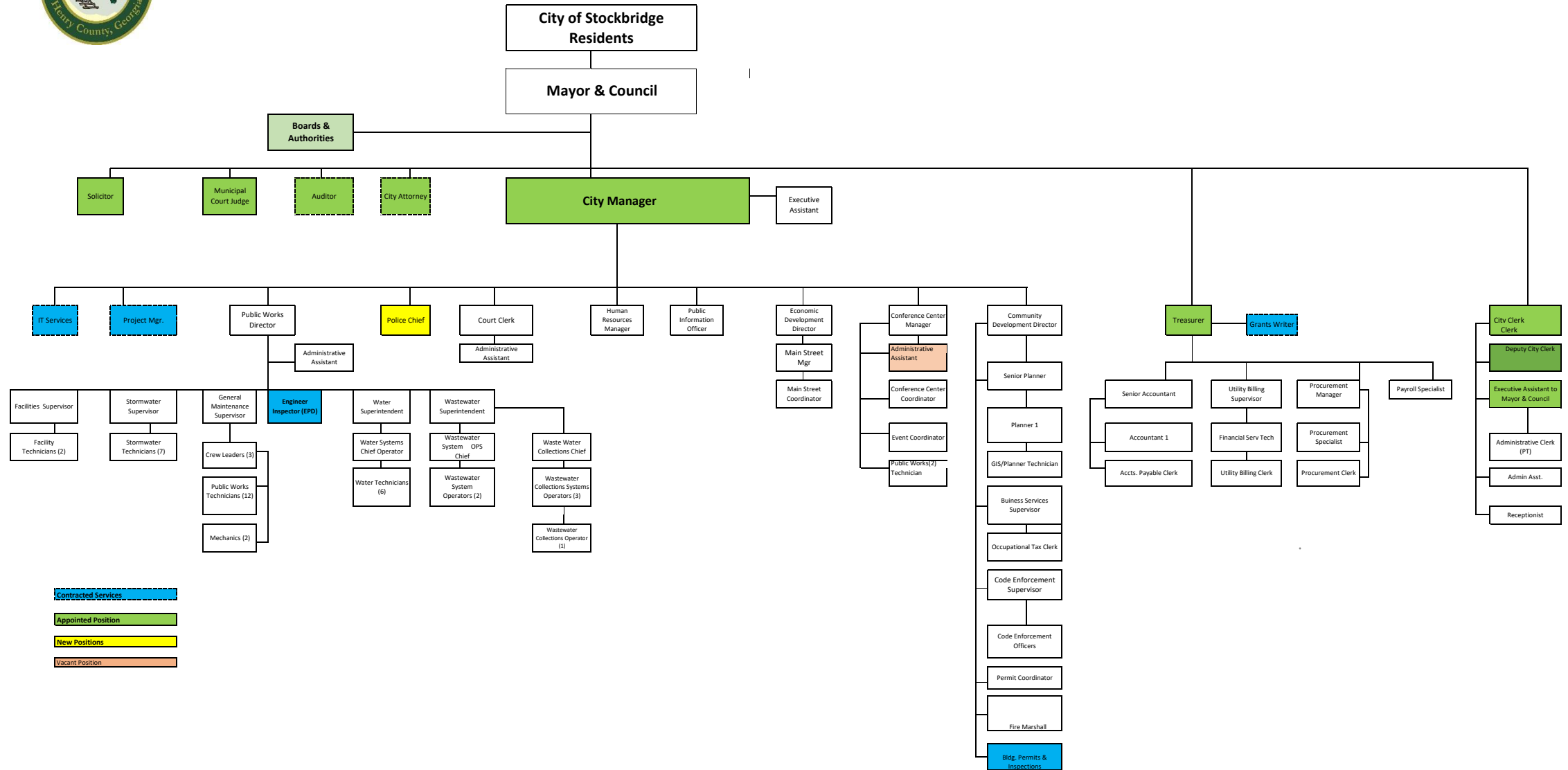
TSW, Inc.

05 March 2021

Date



City of Stockbridge -- Organizational Chart --Amended 3.23.2021



Contracted Services

Appointed Position

New Positions

Vacant Position

DEPARTMENT	REPORTS TO	CLASS TITLE	Pay Grade	Min	Mid	Max
City Clerk	City Clerk	Receptionist	101	\$24,252.80	\$30,922.32	\$37,591.84
MMCC	Conference Center Manager	Public Works Technician	102	\$25,465.44	\$32,468.44	\$39,471.43
Public Works	General Maintenance Supervisor	Public Works Technician	102	\$25,465.44	\$32,468.44	\$39,471.43
Administration	Procurement Manager	Inventory Clerk	102	\$25,465.44	\$32,468.44	\$39,471.43
Sanitation	Utility Billing Supervisor	Utility Billing Clerk	104	\$28,075.65	\$35,796.45	\$43,517.25
Sewer	Wastewater Superintendent	Wastewater Collections Operator I	104	\$28,075.65	\$35,796.45	\$43,517.25
Sewer	Utility Billing Supervisor	Utility Billing Clerk	104	\$28,075.65	\$35,796.45	\$43,517.25
Water	Water Systems Superintendent	Water Systems Technician I	104	\$28,075.65	\$35,796.45	\$43,517.25
Sewer	Wastewater Superintendent	Wastewater Systems Operator I	105	\$29,479.43	\$37,586.27	\$45,693.12
City Clerk	City Clerk	Administrative Assistant	106	\$30,953.40	\$39,465.59	\$47,977.77
Public Works	Public Works Administrative Assistant	Administrative Assistant	106	\$30,953.40	\$39,465.59	\$47,977.77
Public Works	General Maintenance Supervisor	Mechanic	106	\$30,953.40	\$39,465.59	\$47,977.77
Sewer	Wastewater Superintendent	Wastewater Technician I	106	\$30,953.40	\$39,465.59	\$47,977.77
Stormwater	Stormwater Supervisor	Stormwater Technician	106	\$30,953.40	\$39,465.59	\$47,977.77
Water	Water Superintendent	Water Systems Technician II	106	\$30,953.40	\$39,465.59	\$47,977.77
Business Services	Business Services Supervisor	Occupational Tax Clerk	107	\$32,501.07	\$41,438.87	\$50,376.66
Administration	Senior Accountant	Accounts Payable Clerk	107	\$32,501.07	\$41,438.87	\$50,376.66
Public Works	General Maintenance Supervisor	Public Works Crew Leader	107	\$32,501.07	\$41,438.87	\$50,376.66
Sewer	Wastewater Superintendent	Wastewater Systems Operator II	107	\$32,501.07	\$41,438.87	\$50,376.66
Main Street	Main Street Manager	Main Street Coordinator	108	\$34,126.13	\$43,510.81	\$52,895.49
Code Enforcement	Community Development Director	Code Enforcement Officer	108	\$34,126.13	\$43,510.81	\$52,895.49
Water	Water Superintendent	Water Systems Technician III	108	\$34,126.13	\$43,510.81	\$52,895.49
Business Services	Community Development Director	Business Services Supervisor	109	\$36,173.69	\$46,121.46	\$56,069.22
Administration	Treasurer/CFO	Payroll Specialist	109	\$36,173.69	\$46,121.46	\$56,069.22
Municipal Court	Court Clerk	Deputy Court Clerk	109	\$36,173.69	\$46,121.46	\$56,069.22
MMCC	Conference Center Manager	Conference Center Coordinator	109	\$36,173.69	\$46,121.46	\$56,069.22
Water	Treasurer/CFO	Utility Billing Clerk Supervisor	109	\$36,173.69	\$46,121.46	\$56,069.22
Executive	City Manager	Executive Assistant	110	\$38,344.11	\$48,888.75	\$59,433.38
MMCC	Conference Center Manager	Events Coordinator	110	\$38,344.11	\$48,888.75	\$59,433.38
Permitting	Community Development Director	Building Permit Coordinator	110	\$38,344.11	\$48,888.75	\$59,433.38
Planning	Senior Planner	GIS Technician/Planner	110	\$38,344.11	\$48,888.75	\$59,433.38
Administration	Senior Accountant	Accountant	111	\$40,644.76	\$51,822.07	\$62,999.38
City Clerk	City Clerk	Deputy City Clerk	111	\$40,644.76	\$51,822.07	\$62,999.38

Stormwater	Public Works Director	Stormwater Supervisor	112	\$43,083.45	\$54,931.39	\$66,779.34
Permitting	Community Development Director	Fire Marshal	112	\$43,083.45	\$54,931.39	\$66,779.34
Finance	Procurement Manager	Procurement Specialist	113	\$45,668.45	\$58,227.28	\$70,786.10
Executive	City Manager	Public Information Officer	113	\$45,668.45	\$58,227.28	\$70,786.10
Main Street	Economic Development Director	Main Street Manager	113	\$45,668.45	\$58,227.28	\$70,786.10
Administration	Treasurer/CFO	Senior Accountant	113	\$45,668.45	\$58,227.28	\$70,786.10
MMCC	City Manager	Conference Center Manager	113	\$45,668.45	\$58,227.28	\$70,786.10
Municipal Court	City Manager	Court Clerk	113	\$45,668.45	\$58,227.28	\$70,786.10
Sewer	Wastewater Superintendent	Wastewater Systems Chief Operator	113	\$45,668.45	\$58,227.28	\$70,786.10
Sewer	Wastewater Superintendent	Wastewater Collections Chief Operator	113	\$45,668.45	\$58,227.28	\$70,786.10
Water	Water Superintendent	Water Systems Chief Operator	113	\$45,668.45	\$58,227.28	\$70,786.10
Public Works	Public Works Director	Facilities Maintenance Supervisor	116	\$54,391.86	\$69,349.62	\$84,307.38
Public Works	Public Works Director	General Maintenance Supervisor	116	\$54,391.86	\$69,349.62	\$84,307.38
Sewer	Public Works Director	Wastewater Plant Superintendent	116	\$54,391.86	\$69,349.62	\$84,307.38
Water	Public Works Director	Water Superintendent	116	\$54,391.86	\$69,349.62	\$84,307.38
Planning	Community Development Director	Senior Planner	116	\$54,391.86	\$69,349.62	\$84,307.38
Executive	City Manager	Project Manager	118	\$61,691.25	\$78,656.34	\$95,621.43
Finance	Treasurer/CFO	Procurement Manager	118	\$61,691.25	\$78,656.34	\$95,621.43
Econ Development	City Manager	Economic Development Director	119	\$66,009.63	\$84,162.28	\$102,314.93
Human Resources	City Manger	Human Resources Manager	119	\$66,009.63	\$84,162.28	\$102,314.93
City Clerk	Mayor & Council	City Clerk	119	\$66,009.63	\$84,162.28	\$102,314.93
Public Works	City Manger	Public Works Director	121	\$75,574.43	\$96,357.40	\$117,140.37
Executive	City Manager	Community Development Director	122	\$80,864.64	\$103,102.42	\$125,340.19
Executive	Mayor & Council	Treasurer/CFO	123	\$86,525.16	\$110,319.58	\$134,114.00
Executive	City Manager	Police Chief	124	\$92,581.93	\$118,041.96	\$143,501.98
Executive	Mayor & Council	City Manager	125	\$99,062.66	\$126,304.89	\$153,547.12

Job Title: Police Chief
Department: Police
Reports to: City Manager

FLSA: Exempt
Designation: Safety Sensitive

Job Summary: This is important administrative, professional, and managerial work responsible for planning, directing and leading the operations of the Police Department. Work involves general responsibility for the planning, development, and directions of all programs and policies. Some administrative duties include budget development and administration, policy development, and personnel administration. The incumbent represents the department in working with other legal authorities, governmental agencies, and the media. Work is performed under the general supervision of the City Manager.

Major Duties:

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Plans, directs, supervises and leads the work of the Police Department and Court Services. Schedules and assigns work; establishes priorities; ensures the training of officers in correct methods and procedures; assures that personnel are assigned to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances governing deployment; reviews and evaluates employee performance.
- Develops comprehensive short- and long-range plans to ensure the effective delivery of quality services to the public through effective operation of all areas within the department; maintains ultimate authority and accountability for all fiscal matters and financial operations of the Police Department.
- Develops and implements departmental rules and regulations and work methods and procedures; ensures departmental rules and regulations and work methods and procedures are followed; enforces disciplinary measures as necessary.
- Makes decisions regarding hiring, disciplining, and terminating police department personnel.
- Communicates with the City Manager regarding departmental concerns, problems, and related issues.
- Prepares the annual departmental operating budget and obtains City Manager and Council approval; monitors expenditures throughout the year; operates the department within the approved budget and ensures expenditures are made in strict compliance with City purchasing policies and ordinances.
- Answers questions, addresses concerns, and gives information to the public, civic organizations, neighborhood groups, business groups, the media, and other groups; attends meetings as necessary as it relates to law enforcement.
- Communicates and cooperates with other municipal, city, state, and federal agencies in the accomplishments of criminal justice system objectives.
- Attends professional meetings and conventions to maintain and upgrade knowledge concerning new technology and developments within the field.
- Prepares reports, departmental correspondence (both internal and external), other correspondence, and other documents.
- Attends council meetings and other required meetings.

JOB DESCRIPTION: Police Chief (continued)

- Operates department vehicle in performance of duties.
- Performs other related work as required.

Knowledge, Skills and Abilities Required by the Position:

- Knowledge of procedures, methods and techniques in law enforcement patrol, traffic control, crime prevention, investigations, apprehension, criminal process and arrest.
- Knowledge of principles and practices of search and seizure and preservation and presentation of evidence.
- Knowledge of pertinent Federal, State, and local laws, codes and regulations.
- Knowledge of principles of personnel management, city budget preparation and administration.
- Knowledge of principles of supervision, training and performance evaluation; and so forth.
- Knowledge of geography of City of Stockbridge.
- Skill in coordinating various departmental functions to insure efficient services in a cost effective and timely fashion.
- Skill in the proper use and care of firearms.
- Skill in oral and written communication.
- Skill and ability to drive and operate the department's vehicles and equipment in a safe and efficient manner.
- Ability to maintain all licenses, certifications, and qualifications required by position.
- Ability to recommend and implement goals, objectives, and practices for providing effective and efficient law enforcement services.
- Ability to serve in a law enforcement capacity in a responsible and effective manner, often under difficult and stressful situations.
- Ability to manage, direct and coordinate the work of supervisory and sworn personnel.
- Ability to prepare clear and concise administrative and financial reports.
- Ability to interpret and apply Federal, State and local policies, procedures, laws and regulations.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.

Supervisory Controls: The City Manager assigns work in terms of departmental goals and

JOB DESCRIPTION: Police Chief (continued)

objectives. The work is reviewed through conferences, reports and observation of activities.

Guidelines: Guidelines include federal and state laws, criminal and traffic laws, city ordinances, City of Stockbridge policies and procedures, departmental policies and procedures and court decisions. Interpretation of guidelines requires expertise and judgment.

Complexity: This position is responsible for broad administrative duties and daily operations. These responsibilities require collecting data, analyzing results and implementing a plan to reduce criminal activity. Such duties require much attention to detail and resourcefulness.

Scope and Effect: The purpose of this position is to direct operations within the Police Department. Successful implementation of the work assures that all division functions are implemented in accordance with all laws, regulations and ordinances.

Personal Contacts: Contacts are typically with co-workers, subordinates, other law enforcement and public safety agencies, city employees, elected officials, attorneys, judges and the general public.

Purpose of Contacts: Contacts are typically to give and exchange information, resolve problems, and provide services.

Physical Demands: Work is sedentary in the office environment. Fieldwork may subject incumbent to extended periods of physical and mental exertion under highly stressful conditions. The employee must be able to load, unload, aim and operate firearms. The individual must have correctable hearing, visual and speaking abilities to perform assigned duties.

Work Environment: Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm on and off the job; willing to work any hour of the day or night (shift work), overtime, weekends, on call and holidays; work at any location in the City and travel on specific assignments.

Supervisory and Management Responsibility: Exercise's supervision over majors, lieutenants, sergeants, corporals, detectives, police and detention officers and support positions as assigned.

Minimum Qualifications:

Bachelor's degree in Political Science, Criminology, Criminal Justice or related field desired; Master's degree preferred; ten (10) to twelve (12) years of progressively responsible law enforcement experience to include five (5) years at a supervisory level; Certified Peace Officer under regulations of Georgia Peace Officer Standards and Training Council (P.O.S.T.); valid Georgia Driver's License; successfully pass employment physical and drug screen; satisfactory.

JOB DESCRIPTION: Police Chief (continued)

MVR; acceptable background investigation; equivalent combination of education and experience.

The City of Stockbridge, Georgia, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



City of Stockbridge

Agenda Request Form

Meeting Date

March 30th, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ CONTRACT APPROVAL - RENEWAL

AMOUNT: \$50,000 Annually

FROM ACCOUNT:

PRESENTER: Lindell Miller/ Decius Aaron

ITEM/PROJECT/EVENT REQUEST FOR PROPOSAL (RFP) NUMBER: 2021-0002P, CITYWIDE DEMOLITION SERVICES

BACKGROUND INFORMATION:

On February 20, 2019, the City of Atlanta contract number FC9974-A for Citywide Demolition & Asbestos Abatement Services, was awarded to three vendors, Kissberg Construction, Inc, Southern Demolition, LLC, and Mack's Hauling, Inc.

City of Atlanta contract FC9974-A was effective February 20, 2019 and expires February 19, 2024. The contract is for five years with the option to renew for two (2), one (1) year period.

STAFF RECOMMENDATION:

The Public Works Department is requesting authorization to enter into City of Stockbridge contract number 2021-0002P, which will piggyback City of Atlanta contract number FC9974-A, for Citywide Demolition & Asbestos Abatement Services, which expires February 19, 2024. The City of Stockbridge contract will be for an estimated annual amount of \$50,000. The Purchasing Agent shall be permitted to renew the contract, as renewed by the City of Atlanta, for two (2), one (1) year periods (Exhibit 1).

The purpose of this contract is to provide the City with Demolition Services & Asbestos Abatement Services, for various City projects. By utilizing the City of Atlanta contract, the City is able to take advantage of lower costs available through competitive pricing. Upon contract approval, the Facilities Maintenance Division will issue a requisition for a purchase order for demolition services.

Section 3.30.080 - Summary of methods of procurement. G. Governmental and Affiliated Entity Purchase. The city may purchase services and incidental commodities from other federal, State or local governments, associations and non-profit organizations when determined to be in the best interest of the city. Documentation to substantiate this decision will be maintained by the purchasing office. Such purchases where cost is greater than fifty thousand dollars (\$50,000.00) shall be approved by the City of Stockbridge City Council.

Exhibit 1 – City of Atlanta Contract Number FC9974-A

Fiscal Impact: Funds will be provided from account number 100-15110-571000 (Abatement Program)

APPROVED BY:

LEGAL:	YES	NO	or N/A Sign _____
PROCUREMENT YES		NO	or N/A Sign 
FINANCE DEPT: YES		NO	or N/A Sign _____
CITY MANAGER: YES		NO	or N/A Sign _____

CONTRACT FOR:

**FC-9974-C, Citywide Demolition & Asbestos Abatement
Services
(Non-Professional Services)**



Atlanta, Georgia

**Keisha Lance Bottoms
Mayor
City of Atlanta**

**Erika Shields
Chief of Police
Atlanta Police Department**

**David L. Wilson II
Chief Procurement Officer
Department of Procurement**

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- I. Non-Professional Services Agreement**
- II. Exhibit A – Services and Additional Compensation Terms**
 - Exhibit A.1--Cost Proposal (Original Cost Proposal w/ 32 Accepted Line Items
& Negotiated Cost Proposal w/ 15 Negotiated & Accepted Line Items)**
- III. Exhibit B – Definitions**
- IV. Exhibit C --Legislation**
- V. Exhibit D - City Security Policies**
- VI. Exhibit E - Dispute Resolution Procedures**
- VII. Appendix A - Office of Contract Compliance Requirements**
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- X. Appendix D-Required Submittals**
 - D.1 IIREA Form;**
 - D.2 Business License; and**
 - D.3 Contractor Disclosure Form**
- XI. Appendix E – Additional Required Submittals (Equipment List for Owned Property)**
- XII. Appendix F – Special Conditions (OCGA § 41-2-9)**

Non-Professional Services Agreement

NON PROFESSIONAL SERVICES AGREEMENT

FC-9974-C, Citywide Demolition and Asbestos Abatement Services

This Non-Professional Services Agreement ("**Agreement**") is entered into and effective as of February 20, 2019 (the "**Effective Date**") between the City of Atlanta ("**City**") and the service provider ("**Service Provider**") set forth below.

Contract Name: Citywide Demo & Asbestos	Contract No. FC-9974-C
Service Provider	City of Atlanta
Mack's Hauling, Inc.	Using Agency: Atlanta Police Department
Address: 890 Warner Street SW Atlanta, GA 30310	Address: 55 Trinity Avenue Atlanta, GA 30303
Phone: (404) 626-7504	Phone: (404) 546-6964
Authorized Representative: Ms. Marie Mack (President)	Authorized Representative: Ms. Erika Shields (Chief of Police)

1. Background.

1.1 City desires to obtain from Service Provider the services ("**Services**") described generally on **Exhibit A-Services and Additional Compensation Terms** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement on behalf of the Atlanta Police Department ("the **APD**") Code Enforcement Section is Two Million Dollars and No Cents (\$2,000,000.00 annually) ("**Maximum Payment Amount**") specifically for Code Enforcement on an as needed basis among all contractors and One Hundred Seventy-Five Thousand Dollars and No Cents (\$175,000.00 annually) specifically for the Watershed Department on an as needed basis among all contractors. More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A-1 Cost Proposal**.

2. Term.

2.1 Initial Term. The initial term of this Agreement will be five (5) base years. This Agreement shall commence on the Effective Date and end on February 19, 2024. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for two (2) one (1) year additional terms according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2 If such legislation is enacted, within (5) five days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. Interpretation.

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B-Definition** attached hereto.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Non-Professional Services Agreement
2. Exhibit A – Services and Additional Compensation Terms
Exhibit A.1--Cost Proposal
4. Exhibit B – Definitions
4. Exhibit C --Legislation
5. Exhibit D - City Security Policies
6. Exhibit E - Dispute Resolution Procedures
7. Appendix A - Office of Contract Compliance Requirements
8. Appendix B - Insurance and Bonding Requirements
9. Appendix C- General Conditions
10. Appendix D - Required Submittals (IIREA, Business License and
Conflict of Interest Disclosure Form)
11. Appendix E- Additional Required Submittals (Equipment List for Owned
Property)
12. Appendix F- Special Conditions (OCGA § 41-2-9)

4. Authorization. If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C-Legislation**.

5. Services.

5.1 Description of Services. Service Provider agrees to provide to City the Services per this Agreement. **Exhibit A-Services and Additional Compensation Terms** sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on **Exhibit A-Services and Additional Compensation Terms**, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A-Services and Additional Compensation Terms**.

¹ For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

5.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high-quality working and performing order.

5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").² All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

² Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E-Dispute Resolution Procedures**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. Service Provider's Obligations.

6.1 Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to

the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

(a) Ms. Marie Mack, CEO.

6.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

- (a) Gina Ragsdale, Southern Demolition, LLC
- (b) Adrian Marsh, Cascade Services Company
- (c) Corey Reeves, Aldridge Services, Inc.
- (d) Micheal Paulto, American Trucking Transportation, LLC.
- (e) Star English, Stenglish Constuction, Inc.

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement.

City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

6.9 Ethics in Contracts.

6.9.1 Gratuities and Kickbacks. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

6.9.2 Fraud and misrepresentation. Any written or oral information provided by [insert as appropriate "Contractor" or Service Provider"], directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. [Contractor] agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. [Contractor] further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. [Contractor] agrees to place signage provided by the City regarding the Integrity Line at the location to which [Contractor's] employees report to perform the services required by this Agreement. [Contractor] acknowledges and agrees that a finding of fraud or other impropriety on the part of the [Contractor] or any of its [subcontractors] may result in suspension or debarment of the [Contractor]; and the City may pursue any other actions or remedies that the City may deem appropriate. [Contractor] agrees to include this clause in its [subcontracts] and take appropriate measures to ensure compliance with this provision.

7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion, the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. Payment Procedures.

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A-Services and Additional Compensation Terms**.

8.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A-Services and Additional Compensation Terms**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A-Services and Additional Compensation Terms**, Service Provider shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on **Exhibit A-Services and Additional Compensation Terms**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider

in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

9. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

9.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

9.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

10. Compliance with Laws.

10.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

10.2 City's Socio-Economic Programs. Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

11. Confidential Information.

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this

Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivate works of,

distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

13. Audit and Inspection Rights.

13.1 General.

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer

required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

14. Indemnification by Service Provider.

14.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-

infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

15. Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth on **Appendix B-Insurance and Bonding Requirements**.

17. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. Termination.

18.1 Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled **"Termination by City for Cause"**, Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.

18.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this

Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

19. Dispute Resolution.

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this **Section** and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

20. General.

20.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this **Section**; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND

OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

CITY OF ATLANTA:

APPROVED:

By: 
Mayor

ATTEST:


Municipal Clerk (Seal)

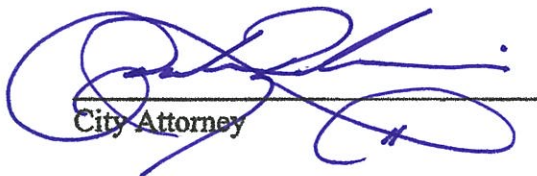
RECOMMENDED:


Chief of Police

APPROVED:

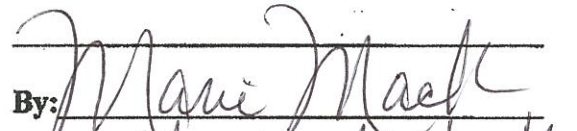

Chief Procurement Officer

APPROVED AS TO FORM:


City Attorney

Signature Block Options for Service Provider:

Corporate signature:
Mack's Hauling, Inc.

By: 
Name: Marie A Mack
Title: Owner / President

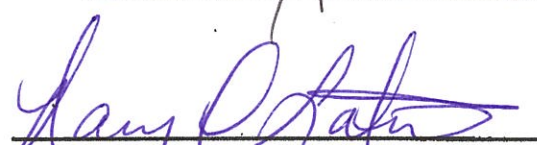

Corporate Secretary/Assistant
Secretary (Seal)

Exhibit A

Services and Additional Compensation Terms

**Scope of Services for:
FC-9974, Citywide Demolition and Asbestos Abatement Services**

OBJECTIVES

The City of Atlanta (the “City”), Department of Procurement (“DOP”) on behalf of the Atlanta Police Department (“APD”) has solicited for Request for Proposals from qualified Contractors to perform all planning, administrative, permitting, salvaging, execution, removal and grading/erosion requirements necessary to safely demolish specified structure(s) and conduct asbestos abatement and environmental remediation services. Proper disposal of all removed items (interior and exterior) is mandated. All service requests will be performed at the City’s discretion on an **as-needed basis**, at various City locations.

BACKGROUND

The City is projected to demolish over 350 structures over the next five (5) years. Service requests may include a single-family house, multi-building apartment complex, large commercial, industrial or even an institutional property. Most demolition and asbestos abatement requests are anticipated to be residential structures; however, contractors are required to possess the requisite skills to demolish and abate asbestos for non-residential structures less than four-stories. Additionally, all projects must be carried out in an efficient and workmanlike manner.

Prior to demolition, each structure is inspected by a separate certified asbestos inspection contractor to determine the presence (or not) of asbestos containing material. If such material is present, the Contractor is required to remove all asbestos containing material identified by the certified asbestos inspection contractor and dispose all asbestos in accordance with federal and state regulations prior to demolition. The abatement process must include a formal notice to the Georgia Environmental Protection Division (EPD) of the Contractor’s intent to complete the asbestos abatement. The Contractor will be responsible for contacting the certified asbestos inspection contractor to schedule the final inspection and obtain the asbestos clearance letter. The Contractor is responsible for providing a summary report of all abatement activities prior to securing the required demolition permits.

The Contractor will then be responsible for providing advanced notification to EPD of the Contractor’s intent to perform the demolition. The contractor must also secure clearance from EPD to proceed prior to demolition. The Contractor must obtain all required permits from the authorized agency prior to demolition. The Contractor will also be responsible for contacting the appropriate utility companies for capping of existing utilities.

After demolition, the Contractor will be responsible for removing all debris from the premises, trash, litter, rubbish, rubble and foundation exposed above the ground level. All removed items must be disposed of in accordance with State law. Once the structure(s) is demolished, the Contractor will be responsible for filling any excavation or other depressions to existing grade with clean dirt, containing no more than twenty-five (25%) per cent stone or masonry. Finally, the Contractor will be responsible for adequately sloping and draining all filled areas with plants,

seeds and/or straw. All erosion control standards outlined by the City's Office of Site Development must be adhered to, including but not limited to silt fencing.

1.0 MINIMUM QUALIFICATIONS

- All demolition services outlined in the Scope of Services (Exhibit A) must be provided by the Prime Contractor. The Prime Contractor can utilize the services of a Sub-Contractor to haul the trash and debris from the demolition site to an approved landfill. The Prime Contractor must be able to demonstrate and provide evidence within their proposal of a minimum of three (3) consecutive years of experience in the demolition industry within the last five (5) years. In no circumstance should the Prime Contractor subcontract demolition services.
- The Prime Contractor or Subcontractor must be able to demonstrate and provide evidence within their proposal of a minimum of three (3) consecutive years of experience in the asbestos remediation industry within the last five (5) years.
- The Prime Contractor must be able to demonstrate and provide evidence within their proposal of at least three (3) consecutive years of experience in the salvage and/or subsequent sale of reusable materials from demolition or other construction activity within the last five (5) years.
- The Prime Contractor or Subcontractor must be able to demonstrate and provide written certification from the State of Georgia that he/she is a certified/licensed asbestos abatement contractor in the state of Georgia.
- The Contractor must be able to demonstrate and provide a Level 1A certification from the Georgia Soil and Water Conservation Commission.
- The Proponent must furnish all supervision, labor, materials, machinery and tools. **No equipment shall be leased or rented by the Proponent to carry out the work.** The Proponent must provide a comprehensive list and describe ALL this equipment currently owned by the company, utilizing the below referenced format (Appendix E):
 - Manufacturer Name
 - Model
 - Year
 - Serial Number
 - Quantity
 - Detailed Description

Verification of ownership will be completed by a City official when assessing serial numbers of approved equipment.

- The Proponent must agree to incur all initial costs and obtain all required permits (if applicable). The Proponent will be reimbursed for **permitting fees only** as noted on the Cost Proposal Schedule (**Exhibit A.1**).

- The Proponent must agree to submit permit and dumping receipts with all monthly invoices or the City will not be obligated to pay said Contractor. The Proponent must agree to incur all dumping fees. The City is not responsible for the reimbursement of dumping fees as noted on the Cost Proposal Schedule (**Exhibit A.1**).
- The Proponent must agree to give 100% of all proceeds from salvageable material in order to offset monthly invoices submitted to the City of Atlanta. Additionally, the Proponent must be able to provide documentation of all reimbursements received from a certified disposal company. All deductions made on monthly invoices for salvageable materials must be clearly identified.

2.0 SCOPE OF SERVICE

Services will include, but not limited to, the following major elements:

A. Demolition shall not begin until:

1. The asbestos abatement clearance letter has been issued by the certified asbestos inspection contractor.
2. The proper permit(s) has been issued by the authorized agency.
3. A sewer plug permit has been issued by the authorized agency.
4. All appropriate utility connections have been removed.
5. The pre-construction meeting completed with the Department of Watershed Management.
6. The City's designee has been notified of the demolition start date.
7. A rodent clearance letter has been obtained.
8. A notice of intent to demolish (Georgia Project Notification Form) has been the submitted to the Environmental Protection Division before performing asbestos abatement and obtaining demolition permit.

B. Asbestos Remediation - All work shall be performed in accordance with the Federal and State Regulations which govern the safe removal and disposal of asbestos containing material. The Contractor shall wear the appropriate protective gear while in the environment of asbestos. Contractor or Subcontractor must be certified for asbestos abatement in the State of Georgia. The Contractor or Subcontractor shall commence the work immediately following the submission of the GA EPD Notification and authorization from the City's designee. The abatement process shall be commenced within two (2) business days unless otherwise authorized by the City's designee. **Any furniture within the impacted area shall be identified and upon approval of the City's designee, be moved to a temporary storage area or container and replaced to existing state once abatement is complete.** In the event previously undiscovered asbestos is encountered, notify the City's designee and the certified asbestos inspection contractor for further sampling, quantity and location verification.

C. Demolition shall include removal of the entire existing structure, foundation, basement (however, if all portions of the basement slab is over three feet below existing ground the basement slab can remain in place and be broken to allow water passage), driveways, shrubs and other miscellaneous site features including overgrowth of grass and weeds, trash, litter, rubbish and tires (interior and exterior). All demolition debris shall be disposed

of legally in an approved landfill from each project site and **provide the City with proof of dumping receipts** (the contractor must comply with EPA regulations, hauling and disposal regulations).

D. Erosion Control:

1. Construction Access: Either by using driveways or the creation of a crush stone construction access, all access or egress shall be limited to this area so that control is exercised in order to minimize or prevent the tracking of mud onto City streets by the Contractor's motorized equipment.
 2. Sediment Barrier: The Contractor shall provide such sediment barriers as necessary in order to intercept all water borne pollution before it escapes to City streets or the property of others.
 3. Other BMPs: Due to unique features of particular properties, the designee of the Office of Code Compliance may require additional control features upon completion of items 1 and 2. Specific inspection and approval will be required upon completion of these items and before any off-street activity is allowed. The City or its Engineering Departments of applicable counties may be requested to provide inspection assistance.
 4. Fill any excavation or other depressions to existing grade with clean soil containing no more than twenty-five percent (25%) stone or masonry and adequately slope and drain all filled areas (soil and backfill cavities shall be obtained from locations outside the project area, at the Contractor's expense).
 5. The Contractor shall stabilize all disturbed areas in accordance with the City of Atlanta's Soil Erosion and Sedimentation Control Ordinance. Once permanent stabilization occurs, **the Contractor shall remove all BMPs.**
 6. Erosion Control plans must meet the minimum City of Atlanta standards for permitting.
- E. Under no circumstances shall burial and burning of waste materials which includes, but not limited to trash, litter and debris be allowed on the job site. The Contractor must keep the premises and public right-of-way reasonably clear at all times.
- F. Basement slabs with all portions of the basement slab are over three feet below existing ground the basement slab can remain in place and be broken to allow water passage to reduce anaerobic decomposition and left in place and filled over. All wells, septic tanks or other cavities shall be completely filled, covered and secured in accordance with the Georgia Water Wells Standard Act. This shall be left in a safe and clean condition.
- G. The Contractor shall contact the appropriate utility companies to ascertain that utility service connections (i.e. water, gas, electricity and telephone) to the structure have been removed in accordance with the regulations of the utility concerned and all applicable local Codes and Ordinances. All water, gas and sewer lines shall be closed/sealed and made gas

tight. The Contractor is responsible for any direct or indirect damages to any utility structure or property through or by reason of the removal process.

- H. Under no circumstances will blasting be done on the premises.
- I. Perishable materials must not become a part of any fill placed or left on the site.
- J. Upon completion of the work, the Contractor shall remove all temporary construction equipment, dumpsters and trash and debris of all kinds.
- K. The Contractor shall be responsible for all fees, charges and costs required to complete scope of service. Prior to starting a project, the Contractor shall meet with the City's designee to review the scope of work for each property, in order to, price each individual job and to verify the structure to be demolished.
- L. The Contractor shall perform demolition projects **Monday through Friday** between the hours of 7:00 a.m. and 7:00 p.m. The Contractor shall not perform demolition projects on calendar holidays.
- M. The Contractor shall contact the City's designee for an inspection within 48 hours upon completion of the project to confirm compliance. Once the project is approved by the designee, the Contractor shall submit an invoice for payment based on the agreed price prior to demolition (include all permitting receipts).
- N. The City will provide some photos and maps (City of Atlanta-GIS site plan) to the Contractor.
- O. Safety:
 - 1. The Contractor shall be solely responsible for adequate protection and safety for personnel, visitors and property on the site at all times during the execution of any future agreements.
- P. Salvaging:
 - 1. The Contractor acknowledges the requirement of O.C.G.A. 41-2-9(a)(6) and agrees that for demolitions, reasonable effort shall be made to salvage reusable materials for credit against the cost of demolition. The proceeds of any moneys received from the sale of salvaged materials shall be used or applied against the cost of the demolition and removal of the structure, and proper records shall be kept showing application of sales proceeds. Any such sale of salvaged materials may be made without the necessity of public advertisement and bid. The City shall have no liability resulting from or occasioned by the sale of any such salvaged materials, including, without limitation, defects in such salvaged materials.
 - 2. Accordingly, prior to demolition, the City and Contractor shall inspect the structure to determine whether the structure possesses reusable materials and if so, whether salvage is reasonable or not. The parties shall consult with each other at

the inspection as to their respective opinion(s) on such matter. Notwithstanding, final determination on the matter shall reside in the sole discretion of the City. In the event the City determines there is reusable material on the structure and that salvage of same is reasonable, the City shall inform the Contractor of such determination, either verbally at the inspection or thereafter in writing, on those materials which must be salvaged. Contractor agrees to salvage said materials and sell them in an arm's length transaction but without the necessity of public advertisement and bid. Contractor agrees to keep and provide the City proper records of such sale prior to the City's obligation to pay for the demolition. Contractor shall apply the sales proceeds against the contract amount set forth in the notice to proceed. Contractor acknowledges that the salvage requirement is to protect taxpayer funds and therefore Contractor agrees that it is specifically prohibited from profiting from such salvage, the breach of which shall be automatic grounds for termination.

Q. Security:

1. The Contractor shall be solely responsible for the security of the work area. The work area is to be restricted only to authorized, trained and protected personnel and/or visitors. These may include the Contractor's employees, employee of subcontractors (if applicable), the City's authorized designee(s) and state and local inspectors.
2. The Contractor shall notify the City's designee or other respective departments of any extraordinary event which occurs during each project assignment immediately.

R. Damages to Property:

1. The Contractor agrees to replace and/or repair any damages to sidewalks, driveways, fences/walls and other property which may result from conditions created by the Contractor, his employees or agent during the performance of work specified under this contract. The Contractor must respond to all complaints within FIVE (5) DAYS. All claims must be reported to the City's Law Department immediately.
-

Exhibit A-1
Cost Proposal
(Original Cost Proposal w/ 32 Accepted Line Items & Negotiated Cost
Proposal w/ 15 Negotiated & Accepted Line Items)

EXHIBIT A.1

M H I

FC-9974, CITYWIDE DEMOLITION AND ASBESTOS ABATEMENT SERVICES COST
PROPOSAL

Services	Unit of Measure	Unit Price
DEMOLITION		
1- Story Frame Structure	S.F.	4.50
Frame Structure each additional level	S.F.	2.00
1- Story Frame w/ Brick Veneer	S.F.	5.00
Frame/Brick Veneer each additional level	S.F.	2.00
1- Story Solid Masonry	S.F.	5.00
Solid Masonry each additional level	S.F.	2.00
1- Story Concrete w/ Reinforced steel	S.F.	6.00
1-Story Steel Girder & Metal Clad Structure	S.F.	4.00
Accessory Structure (Frame)	S.F.	3.00
Accessory Structure (Brick or Block)	S.F.	3.00
Structure w/ Steep Roof (area above 6 1/2 pitch)	S.F.	3.00
Removing and Hauling of exterior and interior junk, trash and debris (including but not limited to bulky tree limbs, severe kudzu/vines, shrubbery trimmings, furniture, old appliances, etc.)	C.Y.	15.00
Cut all overgrowth of weeds, grass and bushes (exceeding 12" in height)	S.F.	1.00
Concrete paving slabs, reinforced up to 8" thick	S.F.	2.00
Asphalt pavement	S.F.	1.25
On site crushing and stockpiling of concrete (quantities greater than 200 cu. yd.)	C.Y.	3.50
Additional clean fill dirt needed to level lot	C.Y.	6.00
Kentucky 31 Tall Fescue	S.F.	4.00

M H I

Common Bermuda	S.F.	1.75
Install Silt Screen (36")	L.F.	2.00
Install 8' tall chain link fence	L.F.	35.00
12' wide gate and lock	EACH	140.00
Removal of tires	EACH	5.00
Rodent Clearance Letter	EACH	125.00
ASBESTOS REMOVAL		
Exterior Siding	S.F.	1.85
Roofing		
All Layers	S.F.	2.75
Flashing Materials	S.F.	3.85
Shingles	S.F.	2.25
Floor Covering on Wood Substrate		
Floor Tile (all layers)	S.F.	4.50
Sheet Goods (all layers)	S.F.	4.50
Mastic	S.F.	3.50
Floor Covering on Concrete Substrate		
Floor Tile (all layers)	S.F.	2.75
Sheet Goods (all layers)	S.F.	2.75
Mastic	S.F.	2.50
HVAC System		19.50
Pipe Insulation	L.F.	18.50
Duct Insulation	S.F.	18.50
Tank Insulation	S.F.	25.00
Felt Duct Tape	L.F.	18.50
Flue Duct (Cement Board)	S.F.	18.50
Cement Sheet, Millboard and Paper	S.F.	15.00
Glazing and Caulks		
Glazing	L.F.	3.50
Exterior Caulk	L.F.	3.50
Interior Structure		
Soundproofing or Decorative Material sprayed on walls or ceilings	S.F.	2.25
Patching and Joint Compounds for walls and ceilings and associated drywall systems materials	S.F.	2.25
Textured Paint on walls and ceilings	S.F.	2.25

Portable Storage Container		
Residential	per day	115.00
Building (Commercial)	per day	115.00
TOTAL PROPOSAL AMOUNT:		868.45
IN WORDS: Eight Hundred Eight Dollars + 45/100 <i>cent</i>		
Comments: The Contractor must agree to submit permit and dumping receipts with all monthly invoices or the City will not be obligated to pay said Contractor. The Contractor will be reimbursed for permitting fees only. The Contractor must agree to incur all dumping fees. The City is not responsible for the reimbursement of dumping fees.		
S. F.	SQUARE FEET	
C.Y.	CUBIC YARD	
L.F.	LINEAR FEET	

Please be mindful:

The Cost Proposal will be evaluated utilizing the five (5) most used line items. (1-story frame structure, removing and hauling of exterior and interior debris, cut of overgrowth of weeds, removal of tires, and the Rodent Clearance Letter)

A.1. Cost Proposal

FC-9974, Citywide Demolition and Asbestos Abatement Services

Yes, I agree to honor the above-reference Fixed Square Footage Rate, Fixed Square Feet Rate, Fixed Cubic Yard Rate, Fixed Linear Feet Rate and the Fixed Percentage Rate (provided for on page4s 1-3 of this cost proposal) as they relate specifically to demolition, asbestos abatement and salvaging services:

Corporate Proponent:

[Insert Corporate Name]

By: Mack's Hauling, Inc.

Name: Marie A. Mack

Title: Owner - President

M. A. Mack

Corporate Secretary/Assistant

Secretary (Seal)

Date: 9-14-17

OR

Non-Corporate Proponent:

[Insert Proponent Name]

By: _____

Name: _____

Title: _____

Date: _____

Angelia Pierce

Notary Public (Seal)

My Commission Expires: 1-18-2020

Date: 9-19-2017

ANGELIA PIERCE, NOTARY PUBLIC
MY COMMISSION EXPIRES
JANUARY 18, 2020
PAULDING COUNTY, GEORGIA

att:

(Attachment No. 1. Negotiated Terms & Conditions)
FC-9974, Citywide Demolition Service and Asbestos Abatement Services

Service Line Item	Proposed Fixed Cost	Maximum Fixed Cost
Asbestos Floor Tile Removal on Wood Substrate All layers (S.F.)	\$4.50	\$3.50
Asbestos Sheet Goods Removal on Wood Substrate All layers (S.F.)	\$4.50	\$3.50
Asbestos Mastic Removal on Wood Substrate All layers (S.F.)	\$3.50	\$2.50
Asbestos Mastic Removal on Concrete Substrate All layers (S.F.)	\$2.50	\$2.00
HVAC System Pipe Insulation	\$18.50	\$9.00
HVAC System Duct Insulation	\$18.50	\$9.00
HVAC System Tank Insulation	\$25.00	\$9.25
HVAC System Felt Duct Tape	\$18.50	\$9.50
HVAC Flue Duct (Cement Board)	\$18.50	\$10.00
HVAC Cement Sheet, Millboard, and Paper	\$15.00	\$5.00
Kentucky 31 Tall Fescue (S.F.)	\$4.00	\$0.75
Common Bermuda (S.F.)	\$0.75	\$0.65
Install 8" Tall Chain Link Fence (L.F.)	\$35.00	\$14.00
12" Wide Gate and Lock (ea.)	\$160.00	\$150.00
Rodent Clearance Letter (ea.)	\$125.00	\$100.00

Corporate Proponent:

By: Marie A. Mack
Name: Marie A. Mack
Title: Owner/President
[Signature]
Corporate Secretary/Assistant
Secretary (Seal)

The City of Atlanta:
Atlanta Police Department

Chief Erika Shields

Exhibit B

Definitions

DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

"Applicable Law(s)" means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider's subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

"Charges" means the amounts payable by City to Service Provider under this Agreement.

"City Security Policies" means the policies set forth in **Exhibit D**.

"Code" means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

"Contract Documents" include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

"Facility" or **"Facilities"** means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

"Force Majeure Event(s)" means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

"Party" or **"Parties"** means City and/or Service Provider.

"Person" means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

Responsible Bidder- means any person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

Responsive Bidder - means a person who has submitted a bid or offer which conforms in all material respect to the invitation for bids or request for proposals. A Bid which is accurate and complete, with respect to Bid Schedules and information submitted relative to the technical qualifications, financial responsibility and is able to comply with Equal Opportunity and other requirements of the Agreement Documents.

Non-Responsive Bidder - would be the opposite of above-referenced definition.

"Service Provider Personnel" means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

"Third Party" means a Person other than the Parties.

Exhibit C

Legislation



CITY COUNCIL
ATLANTA, GEORGIA

18 - R - 4189

A RESOLUTION

BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF ATLANTA TO EXECUTE AGREEMENT FC-9974, CITYWIDE DEMOLITION AND ASBESTOS ABATEMENT SERVICES WITH (COMPANY A) KISSBERG CONSTRUCTION, INC., (COMPANY B) SOUTHERN DEMOLITION, LLC., AND (COMPANY C) MACK'S HAULING, INC., ON BEHALF OF AND TO BE MANAGED BY THE DEPARTMENT OF POLICE, CODE ENFORCEMENT SECTION FOR AN AMOUNT NOT TO EXCEED TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00 ANNUALLY) SPECIFICALLY FOR CODE ENFORCEMENT ON AN AS NEEDED BASIS AMONG ALL CONTRACTORS AND ONE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$175,000.00 ANNUALLY) SPECIFICALLY FOR THE WATERSHED DEPARTMENT ON AN AS NEEDED BASIS AMONG ALL CONTRACTORS, FOR AN INITIAL TERM OF FIVE (5) YEARS WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS; ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM ACCOUNTS LISTED BELOW; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta's (the "City") Department of Police Office Code Enforcement Section ("Code Enforcement") has approximately eight hundred (800) Compliance Resolution cases pending action; and

WHEREAS, the City's Department of Procurement did advertise for FC-9974, Citywide Demolition and Asbestos Abatement Service for demolition and asbestos abatement services in connection with abandoned City structures on behalf of Code Enforcement; and

WHEREAS, various contractors submitted competitive proposals to the City on September 13, 2017 for an opportunity to perform demolition and asbestos abatement services; and

WHEREAS, the Chief Procurement Officer certifies that organizational and personal relationships disclosed by the successful offeror have been considered in accordance with Atlanta City Code Section 2-1214 and that award of the contract is appropriate; and

WHEREAS, a final recommendation for award was made by the Chief of Police in favor of three responsive and responsible Contractors: (Company A) Kissberg Construction, Inc., (Company B) Southern Demolition, LLC., and (Company C) Mack's Hauling, Inc., (collectively referred to as "Contractors"), in an amount not to exceed Two Million Dollars and No Cents (\$2,000,000.00 annually) specifically for Code Enforcement and One Hundred and Seventy-Five Thousand Dollars and No Cents (\$175,000.00 annually) specifically for Watershed Management on an as needed basis among all Contractors; and

WHEREAS, the contracts shall have an initial term of five (5) years with two (2) one (1) year renewal options at the sole discretion of the City.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, on behalf of the City, is hereby authorized to execute agreements pertaining to FC-9974, Citywide Demolition and Asbestos Abatement Services with each of the aforementioned Contractors in an amount not to exceed Two Million Dollars and No Cents



(\$2,000,000.00 annually) specifically for Code Enforcement on an as needed basis among all Contractors and One Hundred and Seventy-Five Thousand Dollars and No Cents (\$175,000.00 annually) specifically for the Watershed Department for an initial term of five (5) years with two (2) one (1) year renewal options at the sole discretion of the City.

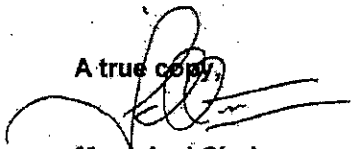
BE IT FURTHER RESOLVED, that all contracted work initiated specifically by Code Enforcement shall be charged to and paid from: GENERAL FUND ACCOUNT 1001, DEPARTMENT 240621 (APD DIRECTOR OF CODE COMPLIANCE), ACCOUNT 5212001 (CONSULTANT PROFESSIONAL SERVICES 7210000 (PROTECTIVE INSPECTION ADM)).

BE IT FURTHER RESOLVED, that all contracted work initiated specifically by the Watershed Department shall be charged to and paid from: \$75,000 - FDOA:5051 (WATER & WASTEWATER REVENUE), 170802 (DWM FACILITIES MANAGEMENT), 5222001 (REPAIR & MAINTENANCE-BUIL), 1511000 (GENERAL SUPERVISION); \$50,000 - FDOA: 5052 (WATER & WASTEWATER RNE FUND) 171002 (DWM SEWER LINEAR MAINTENANCE/REPAIR) 5414002 (FACILITIES THER THAN BUILDINGS) 4330000 (SEWAGE COLLECTION AND DISPOSAL) 111415 (CUSTER AVE CSO CAP RELIEF) 21391 (RNE 9999); PTAE0: 17111415 (CUSTER AVE CSO CAP RELIEF) 107 (DWM RNE 9999) 505221391 (WATER & WASTEWATER RNE FUND) 5414002 (FACILITIES OTHER THAN BUILDINGS) COA. \$50,000.00 - PTAE0: 17111415 (CUSTER AVENUE SAG INFRASTRUCTURE) 107 (DEMOLITION/RETENTION POND) 505221391 (WATER & WASTEWATER RNE FUND) 5212001 (CONSULTING/PROFESSIONAL SERVICES) COA (CITY OF ATLANTA) FDOA: 5052 (WATER & WASTEWATER RNE FUND) 171002 (DWM LINEAR MAINT/REPAIR) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 4330000 (SEWAGE COLLECTION & DISPOSAL) 11145 (CUSTER AVENUE SAG INFRAST.) 23191 (WATER & WASTEWATER RNE FUND).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is hereby directed to prepare an agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that a contract shall not become binding upon the City, and the City will incur no obligation or liability under it until it has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to Contractors.

A true copy,


Municipal Clerk

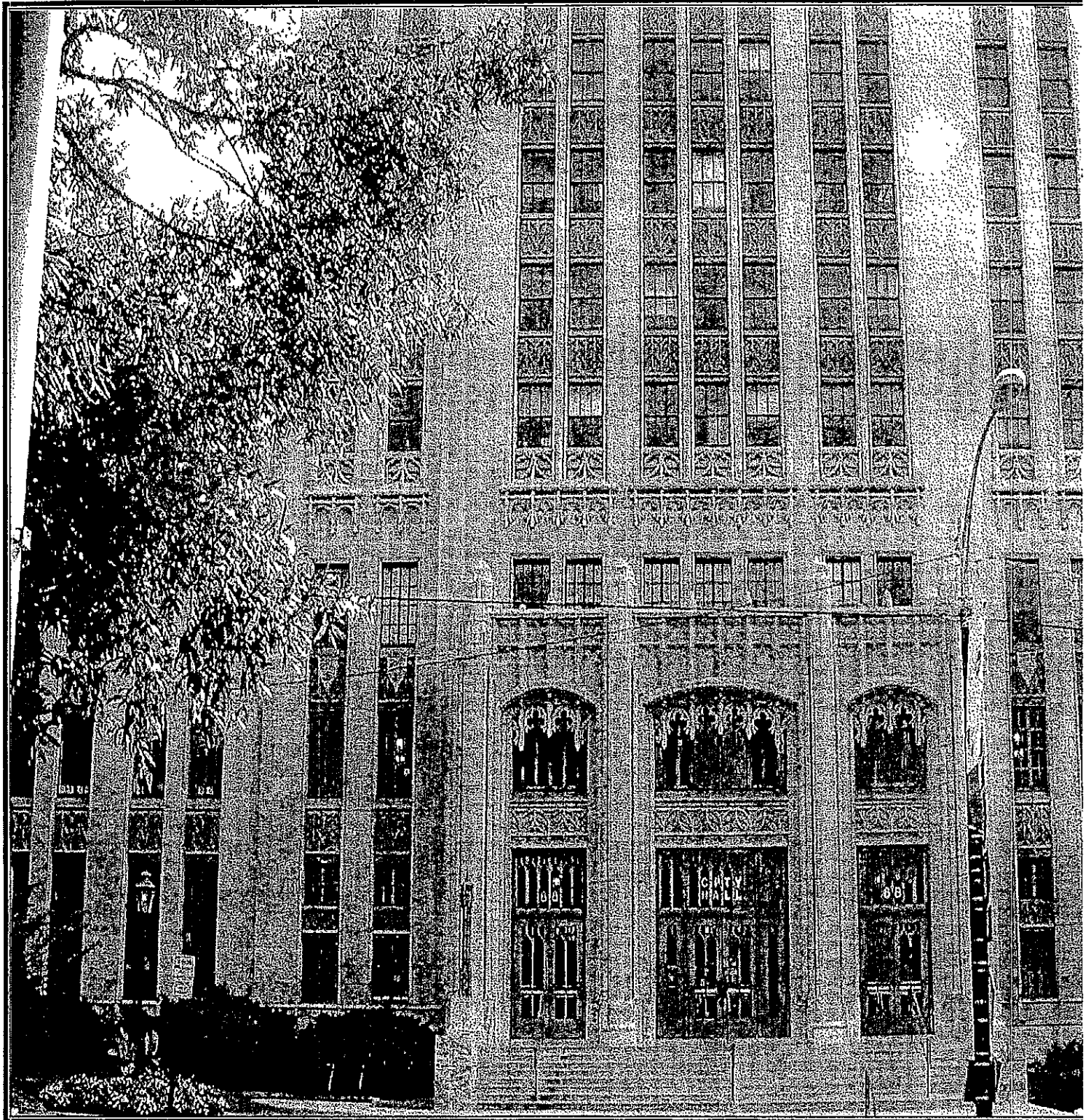
ADOPTED by the Atlanta City Council
APPROVED per City Charter Section 2-403

OCT 01, 2018
OCT 10, 2018

Exhibit D

City Security Policies

**CITY OF ATLANTA
OFFICE OF FACILITIES MANAGEMENT
ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY
CONTRACTORS' MANUAL**



CITY OF ATLANTA



OFFICE OF FACILITIES MANAGEMENT ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY CONTRACTORS' MANUAL

*Safety comes before all else –
"ZERO ACCIDENTS"*

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Contractor's Check List

1.0 INTRODUCTION

The Office of Enterprise Assets Management (OEAM) manages a number of facilities that provide for work, learning, and recreation.

OEAM is committed to providing a safe and healthy working environment for citizens, employees and contractors. It is our mission to ensure all activities in City of Atlanta facilities are carried out safely and in full compliance with relevant laws.

Unsafe work practices can result in serious injury and damage to property. These damages can result in large financial penalties for employees and contractors alike.

2.0 WHAT IS A HAZARD

A 'hazard' is something that may cause harm or injury. Workplace hazards include moving parts of machinery, working at heights, slippery floors, electric energy, excessive noise, toxic or flammable substances, and/or lifting heavy objects.

3.0 WHAT IS A RISK

A 'risk' is the likelihood that a hazard will cause specific harm or injury to persons or damage to property.

3.1 WHAT IS A RISK ASSESSMENT

A Risk Assessment is the process of identifying safety and health hazards associated with work. Assessing the level of risk involved, and prioritizing measures to control the hazards and reduce the risks.

3.2 WHAT IS RISK MANAGEMENT

Risk Management, like risk assessment, involves assessments of risk associated with any work activity. It also includes control and monitoring of such risks.

3.3 CONTRACTOR'S BASIC RESPONSIBILITY

Everyone working on sites under the purview of OEAM is obligated to take reasonable care to:

- * Ensure the health and safety of the employees and public;
- * Avoid risking the safety and health of any other person;
- * Assist new site personnel in recognizing job hazards and following necessary procedures;
- * Ensure their work site is safe for themselves and others;

- * Practice good site housekeeping to minimize risk of avoidable accidents;
- * Identify OEAM before starting any work;
- * Be knowledgeable of all activities which could potentially pose a safety threat, hazard or danger to the safety of any person; and
- * Immediately take effective action to eliminate any safety hazard.

3.4 WAIVERS

Deviations from the procedures defined herein are not permitted without written authorization from the Director of the OEAM.

4.0 GENERAL

4.1 HAND PROTECTION

Gloves should be worn to prevent burns, abrasions, pinching, and to provide protection from electric shock, etc.

4.2 HAIR PROTECTION

Where there is danger of hair entanglement in moving equipment or exposure to ignition, steps must be taken to keep the hair close to the body.

4.3 SAFETY SHOES

For maximum foot protection, workers should wear safety shoes with toe protection and slip resistant soles. Suitable work shoes are defined as having durable soles and substantial leather upper tops that can be securely fastened or tied. Soft canvas, nylon, athletic or cloth type footwear are neither acceptable nor permitted.

4.4 HEARING PROTECTION

At a minimum, hearing protection must be worn where signs indicate hearing protection is required or where equipment exceeds acceptable noise limits. Contractors shall also provide hearing protection in accordance with their responsibilities under the Occupational Safety and Health Administration (OSHA) hearing conservation requirements.

4.5 EYE PROTECTION

Eye protection with side shields must be worn in areas designated by OEAM. Safety glasses must meet ANSI Z87.1 standards for Occupational Eye Protection (marked as such on the glasses). Additional eye protection (e.g. goggles, faceshields) must be

considered when significant hazards from sources such as particles, dust, electricity, heat, chemicals, and/or grass and other debris are present.

4.6 RESPIRATORY PROTECTION

If the work assignment requires respiratory protection equipment, employees must receive training, a medical evaluation and a respirator fit test. Prior to use, the contractor must select the appropriate respirator for the work to be performed. The contractor must have a written respirator program that complies with OSHA requirements.

4.7 ALCOHOL AND OTHER DRUGS

The contractor agrees to advise its employees and sub-contractors of OEAM's policy on the use, possession, sale and distribution of alcohol, drugs or other controlled substances in the workplace. Persons affected by alcohol, other drugs or medication which impair function are not permitted to carry out work assignments. Where it is observed that a contractor's staff may be affected by alcohol or other drugs, the matter will be referred to the contractor who will be required to take immediate action. The incident will be recorded by the OEAM/Facilities Management staff.

4.8 BEHAVIOR ON SITE

HARASSMENT & INAPPROPRIATE LANGUAGE

Contractors are advised that offensive language (e.g. swearing), offensive behavior and harassment are not accepted under any circumstances. All forms of harassment are unacceptable. Offensive behavior and/or language includes all behavior that reinforces inappropriate demeaning or discriminatory attitudes or assumption about persons based on age, race sex, sexual orientation, marital status or disability. Whistling unsolicited remarks of a sexual nature is specifically prohibited.

4.9 FIRST AID AND MEDICAL EMERGENCIES

It shall be the contractor's responsibility to provide first aid, transportation, and emergency medical services for their employees at any work site.

4.10 EVACUATIONS

The contractors must be familiar with the evacuation routes, assembly, and staging areas for their work locations. When a building alarm sounds or notice is given to evacuate, individuals must evacuate immediately. Evacuees must remain in the

assembly or until the all-clear signal is given. If the contractor has information relating to the emergency, the contractor shall notify the Director of Facilities for OEAM.

4.11 ACCIDENT & INJURY REPORTING

An 'accident' is defined as an unexpected or undesirable event especially one causing injury or damage.

An 'incident' is a potentially hazardous event which did not cause injury or damage but could have. All accidents and incidents must be reported to the Facilities Director as soon as possible. If serious personal injury or damage to the facilities occurs the area must be left 'as is' until advisement is received.

4.12 FIRE & SAFETY PROCEDURES

Fire extinguishing equipment shall be located and readily accessible. Employees shall be aware of location of all fire extinguishers.

4.13 ACCIDENT, ILLNESS AND INJURY INCIDENT INVESTIGATIONS

It shall be the contractor's responsibility to thoroughly investigate all serious or potentially serious accidents or incidents involving the contractor's staff at sites under the purview of the OEAM.

4.14 SMOKING POLICY

It is the contractor's responsibility to ensure their employees are in compliance with the City of Atlanta's policy of a smoke-free environment.

4.15 CERTIFICATED PERSONNEL

The contractor's shall only employ persons holding appropriate certificates and qualifications to perform any part of the work required by OEAM.

4.16 LICENSES

Copies of *current and valid licenses and permits* are to be made available to OEAM before commencing assigned work.

- Plumbing
- Gas Fitting
- Electrical Work
- Structural

- Carpentry/Minor Maintenance (Carpenters Trade Qualification)
- Refrigeration and Air Conditioning
- Forklift
- Elevated Work Platform
- Hot Work

4.17 CORRECTIVE ACTION

The Contractor must notify OEAM of the completion of any corrective actions identified as a result of an accident, illness or injury incident investigation.

4.18 VEHICLE SITE REQUIREMENTS

It shall be the contractor's responsibility to assist in the control and identification of non-authorized vehicles entering work sites and reduce the potential for vehicle accidents on-site. Contractor's leaving vehicles on site for extended periods shall be required to leave keys with the loading dock security personnel on duty.

4.19 VEHICLE SITE OPERATION

It shall be the contractor's responsibility to ensure employees operating specified equipment and vehicles on-site comply with all statutory requirements.

- * All vehicles, loaders, cranes, forklifts and trucks must comply with the road rules of the State of Georgia;
- * Contractor employees must have a valid driver's license; and
- * Cell phones other than "hands free" types shall be prohibited while operating one of the above referenced vehicles, while on the premises.

It is the contractor's responsibility to ensure that all cranes and mobile equipment to be used are certified as being safe operating condition prior to their arrival on site. Certification must be made available to OEAM upon request.

4.20 NOTICES AND SIGNS

It shall be the contractor's responsibility to erect and maintain standardized safety signs that can be quickly recognized and understood; signs must be located where the message is legible, attracts attention and is clearly visible.

4.21 HOUSEKEEPING

It shall be the contractor's responsibility to ensure amenities are in a clean and hygienic state and provide standard bins so waste does not litter the workplace. The contractor must also secure material in an organized and safe manner.

5.0 SECURITY REQUIREMENTS

Contractors and their employees assigned to work at sites under the purview of OEAM are expected to abide by all building security policies. These policies do not relieve the Contractors of their contractual duties. OEAM will not be responsible for any lost, stolen or damage to the contractor equipment.

5.1 IDENTIFICATION

Identification badges supplied to contractors by OEAM must be kept on the person at all times.

5.2 INSPECTION POLICY

OEAM reserves the right to inspect all property, including but not limited to personal property, while the on premises.

5.3 TERMINATION OF WORK ASSIGNMENTS

Upon termination of the Contractor's assignment:

The contractor must immediately notify OEAM of job completion; and all City of Atlanta issued identification badges and keys must be immediately returned to the OEAM project manager/OEAM representative.

5.4 EMPLOYEE TERMINATION

The contractor will not conduct employee terminations on City of Atlanta premises.

5.5 REASSIGNMENT OF WORKERS

Individuals whose prior employment ended as a result of involuntary termination for misconduct on the City of Atlanta premises are not permitted to work on any other City of Atlanta property, and should not be assigned without prior written authorization from OEAM.

5.6 SECURITY REPORTING

Actions and behaviors that are contrary to providing a safe and secure work environment will not be tolerated and must be immediately reported to OEAM. This information should include, but not limited to:

- *Harassment of any kind;
- *Theft, damage, or misuse of COA property;
- *Disorderly, violent, or threatening conduct or suspicious behaviors, situations, and/or incidents;
- *Criminal activities;
- *Being under the influence of alcohol or drugs while on City property;

- *Possession of dangerous weapons, explosives, firearms, unauthorized chemicals;
- *Unauthorized access into restricted areas;
- *Violation of any City policies or codes;
- *Any activity or behavior that presents an increased risk to site workers, facilities, or the City of Atlanta.

6.0 HAZARDOUS MATERIALS AND SUBSTANCES

Contractors must be certain of properties of every substance handled in sites under the purview of the OEAM. Take every precaution as directed; by the MSDS, know the protective equipment needed. In addition employees should be aware of how chemicals and substances can contact the body and how that contact can be prevented.

6.1 APPROVAL FOR HAZARDOUS MATERIAL USE

The use of all hazardous materials (solids, liquids, gases, and compressed gases) on City sites requires written approval from the OEAM prior to use. Contractors are limited as to the amount of hazardous materials they may store at sites during the work.

6.2 MATERIAL SAFETY DATA SHEETS (MSDS)

Contractors must maintain a current copy of the MSDS (Material Safety Data Sheets) for each hazardous material and a current inventory of all hazardous materials brought onto the site. MSDS must be maintained at the work site and must be easily accessible to contractors, employees, and to OEAM during normal working hours.

6.3 CHEMICAL STORAGE

All chemicals on City properties must be used and stored according to manufacturer's recommendations on the MSDS. Incompatible chemicals must be separated. Storage cabinets and ventilated storage areas may need to be provided to reduce fire, explosion or health risks and should remain secured at all times.

6.4 CONTAINER LABELING

Chemicals brought onto the site by contractor must bear labels identifying the chemicals and the associated hazard warnings.

Spill Prevention and Response

OEAM procedures for the prevention and reporting of spills and/or releases of oil or hazardous materials are outlined below:

6.4.1 SPILL PREVENTION

Contractors shall have available equipment that is suitable and sufficient to control potential spills. The contractor is responsible for identifying conveyances to the environment.

The Contactor is responsible for the proper storage of all flammable and combustible chemicals that are brought or stored on the City of Atlanta facilities. Storage of these chemicals may require the use of safety containers or cabinets.

6.4.2 SPILL RESPONSE

Contractors must immediately notify OEAM of any spill or releases. If a spill occurs the contractor must follow these steps:

Step 1- Contain the Spill

- *Prevent further spillage
- *Contain what is spill
- *Follow MSDS (Material Safety Data Sheet) information
- *Block stormwater drain inlet

Step 2- Report the Spill

- *If it is a large or dangerous spill immediately notify OEAM.

Step 3- Clean up

- *Clean up the spill as quickly as possible (reduce risk of pollution running off the site)
- *Never wash chemicals down the drain (either inside or outside), or pour chemicals onto the ground. Never leave chemicals to wither; they may be washed into waterway.
- *Use absorbent material to contain the spill. The contractor is responsible for the proper collection, storage and disposal of waste material in c compliance with EPA (Environmental Protection Agency) and the DEP (Department of Environmental Protection) regulations.

6.5 PEST CONTROL

The Contractor shall not use any insecticide products in City properties unless such activities are part of your contracted work. It shall be the contractor's responsibility to maintain his/her Pest Control license governed by the State of Georgia (Agriculture Department); employees must be trained and licensed. The contractor's must ensure that they perform site treatments in a manner that minimizes the potential of pest infestations.

6.6 HAZARDOUS WASTE MANAGEMENT

Contractors must provide OEAM with a list of actual and potential hazardous wastes to be generated during a project. Removal of waste generated by a contractor as part of its work is the responsibilities of the contractor. The contractor must ensure that hazardous waste is properly identified, stored, transported and disposed of in accordance with all applicable local, state and federal laws. The contractor's employees must be appropriately trained to handle hazardous waste safely and in compliance with all applicable laws.

6.7 REPORTING CHEMICAL SPILLS

In case of a spill, the contractor must contact OEAM followed by a written incident report to OEAM within twenty-four (24) hours of the occurrence. The written report must include the following information:

- *Description of the spill and estimated quantity spilled;
- *Date and time of the spill;
- *Copy of MSDS for material spilled; and
- *Steps taken to reduce, eliminate, and prevent recurrence of the spill.

6.8 HAZARDOUS CHEMICAL TRANSPORTATION

At no time should hazardous material be transported in a manner that could result in an unsafe condition for the public. The transportation of hazardous material shall be conducted in accordance with the Department of Transportation (DOT) Hazardous Materials Regulations for proper packaging; marking, labeling, handling, and documentation.

6.9 HAZARDOUS COMMUNICATION (HAZCOM)

The Contractor shall develop and implement and maintain a Hazard Communication Plan, to be submitted to OEAM prior to any assignment that requires repairing or removal of any hazardous substance. The contractor shall submit an inventory of all hazardous chemicals that are used on each site. The contractor shall also ensure that all containers that are brought on site for storage (e.g. gas, paint, etc.) are labeled and inspected in accordance with all applicable regulations.

7.0 ENVIRONMENTAL REQUIREMENTS

7.1 ASBESTOS CONTAINING MATERIALS

Asbestos-Containing Building Materials (ACBM) and Potential Asbestos Containing Materials (PACM) may be present or encountered at some OEAM sites. The Contractor will inform OEAM of the presence of known ACBM in the work area. Upon discovery of materials suspected to contain asbestos, Contractors must stop work immediately and notify OEAM.

- *The Contractors' shall have an Asbestos and Demolition License available;
- *The Contractors' shall not break or crush asbestos sheeting;
- *The Contractors' must use water spray to minimize asbestos dust;
- *The Contractors' employees must wear a respirator as necessary;
- *The Contractors' must double wrap asbestos sheeting in plastic and clearly label;
- *The Contractors' must deliver asbestos waste to a recognized Waste Management Facility;
- *The Contractors' must manage and remove asbestos in strict accordance with the Occupational Health and Safety Regulations. Insulating materials shall be presumed to be asbestos containing material until a laboratory analysis determines material to be non-asbestos, or the material is labeled non-asbestos.

7.2 EXAMPLES OF MATERIALS THAT CAN CONTAIN ASBESTOS INCLUDE BUT IS NOT LIMITED TO:

Pipe insulation, pipe coating boiler skin, gaskets, packing, floor tile, transit panels, roofing materials, cable insulation, wiring, sprayed on insulation, and brake linings. Only trained and qualified personnel can remove or disturb Asbestos Containing Material (ACM). If any Contractors' employee suspects or is unsure as to whether materials contain asbestos, they are to immediately contact their supervisor for clarification.

7.3 REMOVING OR DISTURBING ASBESTOS

Asbestos Containing Material (ACM) or Potential Asbestos Containing Material (PACM) is removed or disturbed, the amount and reason for the work will determine which of four classes and the related work practices and training that will be required. DO NOT enter an asbestos regulated area unless you are trained and meet the requirements for entry.

7.3.1 SIGNS AND LABELS

Regulated areas will have "danger asbestos" signs any disposal bags containing ACM/PACM shall be double bagged and labeled.

7.3.2 TRAINING AND CERTIFICATIONS

Personnel must successfully complete the appropriate level and frequency of training to be able to abate and handle ACM/PACM, and must carry the original license card on their person.

7.4 LEAD

Contractors must contact OEAM to arrange for testing before beginning work that involves the disturbance (e.g., grinding, sanding, welding) of painted surfaces or areas that may contain lead.

7.5 MOLD REMEDIATION

This section provides guidance for contractors and employees who may encounter moldy or potentially moldy building materials. This section is first designed to prevent mold growth and second to ensure compliance during mold remediation activities. The following are EPA guidelines on how to prevent excessive mold growth from becoming a problem in City sites.

- Perform regular building/HVAC inspections and maintenance as scheduled;
- Clean and dry, wet or damp spots within 48 hours;
- Store all raw building materials to prevent exposure to precipitation and moisture prior to and during installation;
- Any newly installed materials found to contain excessive moisture must be removed and replaced at the expense of the contractor;
- Repair leaky plumbing and leaks in the building as soon as possible;
- Watch for condensation and wet spots, repair source(s) of moisture problem(s) as soon as possible;

- Prevent moisture due to condensation by increasing surface temperature or reducing the moisture level in air (humidity). To increase surface temperature, insulate or increase air circulation. To reduce the moisture level in air, repair leaks, increase ventilation (if outside air is cold and dry), or dehumidify (if outdoor air is warm and humid);
- Keep heating, ventilation, and air conditioning (HVAC) drip pans clean, flowing properly, and unobstructed;
Maintain low indoor humidity, below 60% relative humidity (RH), ideally 30-50%, if possible;
Don't let foundations stay wet. Provide drainage and slope the ground away from the foundation; and
Minimize the use of wet extraction machines on carpets during humid seasons (i.e. summer).

The following are EPA guidelines on how to safely investigate and evaluate mold and moisture problems.

- Contact the Office of Environmental, Health, Safety and Security if a mold problem is expected or found;
- Do not touch mold or moldy items with bare hands;
- Do not get mold or mold spores in your eyes;
- Do not inhale mold or mold spores;
- Consider using PPE when disturbing mold. The minimum PPE is a N-95 respirator, gloves, and eye protection; and
- Consult Table 2 of the EPA's guideline for "Mold Remediation in Schools and Commercial Buildings" for Personal Protective Equipment (PPE) and containment guidelines.

7.6 REFRIGERANT GASES (CFCS)

It shall be the contractor's responsibility to collect Refrigerant Gases in specially sealed cylinders by a licensed waste disposal contractor. These CFCs are not to be released into the atmosphere as they are strong ozone depleting agents. CFC's and HCFC's must be recovered from air conditioning units during servicing or decommissioning.

7.7 PAINT STORAGE AND HANDLING

Painting operations can present significant hazards to both the painters and fellow workers in the work area. Specific precautions must be taken to control hazards when painting activities are in progress. If the surface to be painted requires preparation, determine if the current coating contains lead or if the material it is applied to contains asbestos. If either lead or asbestos is present, take the necessary precautions.

Flammable solvents or paints shall be handled only in approved safety containers and shall be properly identified and labeled. Brush or roller applications of paint shall be used when practical. Spray painting shall be used only after administrative and engineering controls are established. Any confined area where spray painting, or surface treating or cleaning with solvents is being done shall be properly ventilated and guarded against all sources of ignition including smoking, welding, and burning. Do not strike matches or go near open flame while

wearing clothing contaminated with flammable substance. Do not use gasoline as a cleaning or degreasing agent.

7.8 PRECAUTIONS WITH SOLUTIONS AND SOLVENTS

Kerosene, Naptha and other petroleum solvents are combustible liquids. When using these materials, particularly in spray or atomizing equipment, be sure there are no open flames or sparks in the vicinity. The work area shall be well ventilated. Sparks and flames must be kept well away from areas where acetone is used and stored. The quantity of acetone kept outside of designated storage areas must be no more than is immediately needed. Containers of acetone must be kept tightly closed when not in use. Transport small quantities of solvent only in approved, properly marked, safety containers. The container may require a grounding system to dissipate static charges.

7.9 FLUORESCENT LIGHT BULBS, ELECTRONIC AND PCB-CONTAINING BALLAST

Contractors removing fluorescent light bulbs are responsible for packaging the bulbs and ballasts, and delivering them to an on-site area designated by OEAM for recycling or disposal.

7.10 INDOOR AIR QUALITY

Contractors must contact OEAM before beginning activities that are likely to generate odors in or near occupied areas or building air intakes (e.g., use of paints, adhesives, and combustion engines or other odor-producing chemicals or processes). Additional ventilation or other process controls must be initiated to prevent buildup of vapors or gases that could result in health hazards, fire hazards, or nuisance odors.

7.11 WATER POLLUTION

It is against the law to place any material (other than clean water) in a position where it is likely to leak, fall or be blown into any drain or gutter that is used to receive rainwater. Allowing this to occur can result in an on-the spot fine or legal actions against a business or an individual.

7.12 EROSION AND SEDIMENT CONTROL

Contractors allowing material to enter a waterway or even leaving the material where it can be washed off-site could expect fines or legal actions. Soil, sand, cement and many other pollutants can be washed into waterways-harming wildlife and causing an array other problems.

7.13 STORM WATER SYSTEMS

Prior to starting any project the contractor is responsible for obtaining the proper storm water permit; develop site specific Storm Water Pollution Prevention Plan (SWPPP) and implementing appropriate best management practices. The contractor must post the EPA Permit Number or the Notice of Intent (NOI). The contractor must provide a copy of the completed NOI and the Storm Water Pollution Prevention Plan to OEAM prior to any assignment.

7.14 CONTAMINATED SOILS

Soils may be contaminated with oil, asbestos, cyanide, heavy metals or any toxic material. OEAM must be informed about any incidence of soil contamination that may occur or be discovered. Contractors must contact a licensed waste disposal contractor to collect and remove contaminated soil in an approved container; such removal must be authorized by OEAM.

7.15 DECONTAMINATION

Some City facilities may contain process piping, process ductwork, and process tools that carry or contain hazardous materials. Decontamination verification must be completed before the pipes, ductwork, and/or process tools are removed from the site.

7.16 REGULATIONS

Clean Air Act regulates emissions of pollutant in the atmosphere include hydrocarbon vapors, emissions by treatment technology, unless air quality requires stricter limits.

Clean Water Act regulates the discharge of waste to receiving.

Resource Conservation and Recovery Act (RCRA) regulates generation, manifesting, transportation, storage, treatment and disposal of hazardous solid wastes, storage of fuels in underground tank.

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) regulates the cleanup of leaking landfills, reporting spills of certain chemicals, the responsibility and liability for contaminated disposal cleanup.

Superfund Amendment and Reauthorization Act (SARA Title III) regulates emergency response plans, right to know issues, and chemical release reporting.

Occupational Safety and Health Act (OSHA) regulates employees' right to know, responsible for keeping work area free of hazards, specific procedures for job and industry safety.

Toxic Substances Control Act (TSCA) regulates commercial use of most chemical use disposal of Asbestos, PCB, CFCs, reporting all adverse health effects, use labeling, and documentation for chemicals that pose a risk to health or the environment. The law requires you to report any incident that you believe fits the description of possibly causing significant damage to human health or environment. That information should be reported to OEAM included the following:

- An illness or death associated with the use of products or related to chemicals used at a work location;
- Pattern of illness occurring among employees or customers;
- Results of laboratory experiments test which indicate potential adverse health, and environmental effects that may occur; and
- Spills or widespread contamination of chemicals not covered by other reporting regulations.

Hazardous Materials Transportation Act regulates hazardous material transported in commerce, activities associated with identifying and classifying hazardous material marking, labeling, placarding and packaging the material, and documentation of material, loading, unloading, incidental storage of hazardous material and reporting unintentional releases.

Safe Drinking Water Act regulates enforces quality procedures for drinking water.

8.0 SAFETY REQUIREMENTS

8.1 SAFE PERFORMANCE SELF-ASSESSMENT

ASSESS THE RISK;

What could go wrong?

What is the worst thing that could happen, if something goes wrong?

ANALYZE HOW TO REDUCE THE RISK

Do I have all the necessary training and knowledge to do this job safely?

Do I have all the proper tools and personal protective equipment?

ACT TO ENSURE SAFE OPERATIONS

Take necessary actions to make sure the job is done safely!

Follow written procedures!

Ask for assistance, if needed

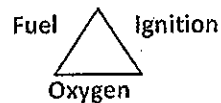
8.2 SAFETY SIGNS IN THE WORKPLACE

Warning signs and safety instructions have become a part of ever day life in recent years and more so in the workplace. Workplace safety signs are simply markings placed by employers that identify s specific risk, hazards or other safety-related issues. Signs are used to warn employees and member of the public about dangerous substances like acid, or to point out fire exits. They also give general information or specific instructions about equipment that must be worn in designated areas. Some signs must be displayed as part of the health and safety rules to reduce risk while some industries carry other more specific requirements.

8.3 FIRE PROTECTION AND DETECTION SYSTEMS

When welding, cutting or grinding, follow established hot work procedures, including fire watch. Flammable and combustible liquids must be stored in proper containers and handled in accordance with regulatory requirements for bonding and grounding. Accumulations of combustible trash (oily rags, paper) are often prime spots for fire ignition and are not permitted by OEAM. It shall be OEAM to maintain fire protection equipment in a fully operational state. Report potential fire hazards to the immediate supervisor. Do not use flame or spark producing tools in areas where combustible gases or dusts exist. Exercise extra caution around coal transfer points due to increased dust levels. Observe all "no smoking" signs; do not obstruct exit doors, stairs or walkways.

8.4 FIRE TRIANGLE



Fuel can be oil or other petroleum products, solid combustibles such as paper, room furnishings or plastic, or natural gas.

Ignition may be electrical, hot surfaces, welding sparks, hand tools, discharge static electricity, flashlights or cameras. Attention to hot work permitting and observation of electrically classified areas are key to keeping sources of ignition away from sources of fuel.

Oxygen is present all around us in the atmosphere these three combinations can be lethal; particularly when performing hot work. Oxygen sources should always be isolated.

8.5 FIRE CLASSES

Class A fires occur with wood, tress, coal, cloth and paper. The most commonly used extinguisher agent is water.

Class B-Fires occur with vapor –air mixture over the surface of flammable and combustible liquids such as, but not limited to grease, gasoline, hydraulic oil, diesel fuel and lubricating oil. The most commonly used fire extinguisher is a dry chemical, a carbon dioxide or water fog extinguishers can also be used.

Class C-Fires occur in electrical equipment where non-conducting extinguisher agent must be used, such as dry chemical, carbon dioxide, and halons are suitable. However carbon dioxide extinguishers are not recommended for outdoor use due to wind dilution. Foam and water conduct electricity and shall not be used to combat electrical fires.

Class D-Fires occur in metal only, involving combustible metal, such as magnesium, sodium, potassium, sodium-potassium alloys, uranium, and powdered aluminum.

Class K-Fires involving cooking oil and grease. These fire extinguishers are kept in kitchen facilities.

8.7 HOT WORK-WELDING, CUTTING AND BRAZING

Contractors must obtain authorization from OEAM prior to work activity and ensure that all safety precautions are met. Contractors must ensure that fire alarms are isolated. Adequate fire protection must be present, with suitable fire extinguishers attached to, or near each welding plant. Welders must use screens to protect all personnel from welding flashes and any waste produced during the welding process.

In addition, the contractor must also maintain the following in accordance with OSHA regulations:

- Proof of Hot Work Permit;
- Remove combustible materials from the area before beginning work;
- Elevate oxygen/acetylene hoses several feet above the work area or otherwise protect them from damage;

- Install anti-flash back (safety/check) valves in both the oxygen/acetylene hoses at the regulator;
- Shield adjacent area with welding partitions; and
- Have a second person stand by with an approved fire extinguisher for welding and burning operations.

8.8 TOXIC FUMES

Welding can create toxic fumes. Make sure you have proper ventilation. Keep as much distance as possible between the welding plume and your face. Wear the appropriate PPE. Check the MSDS for the welding rod and components to be used. Remove any paint before welding, burning, or grinding. Remove any degreasers – when welded, chlorinated degreasers can produce phosgene gas, which is extremely toxic.

8.9 CONFINED SPACE

A confined space is an area with limited or restricted means of entry or exit that a person can actually enter with their body and that is not designed for continuous human occupancy. Working in these areas requires special training, precautions and permitting. No worker shall enter an area meeting the definition of confined space unless properly trained and authorized. Work that is performed in all of the sites under the purview of the Office of Facilities will conform to the appropriate OSHA standards. Contractors must ensure that fume evacuation, airflow and exchanges of air are all maintained as necessary; confined space gas detection equipment must be used to test the environment.

8.10 LOCKOUT TAG OUT (LOTO)

The contractor is responsible for developing, implementing and maintaining his/her own Lockout/Tagout Program in accordance with OSHA regulations as it applies to the work of their contract. Contractors shall submit a copy of its Lockout/Tagout Program to OEAM before the start of any work. Unless otherwise directed, OEAM will shut down and start up utility systems.

ENERGY SOURCES

There are several energy sources, all of them may be locked and tagged. The list includes:

- *Electrical
- *Hydraulic
- *Pneumatic
- *Chemical
- *Thermal

8.11 DANGER & OUT OF SERVICE TAGS

OEAMs staff will use the tagging system in accordance with procedures when necessary. OEAM shall provide the 'Danger' and 'Out of Service' tags and use as follows:

For your own protection:

- Isolate all equipment, switches and controls required to ensure your work-site is safe.]

- Place your tag(s) on all electrical switches and switchboards, other appropriate switches, valves, main isolators or key rings.
- Leave other tags alone. Never remove someone else's danger tag.
- Do not operate switches, valves or equipment that displays a 'Danger' tag or 'Out of Service' tag.

Change 'Danger' Tags to 'Out of Service' Tags:

If the equipment is still not safe at the end of the shift, the 'Danger' tag must be changed to an 'Out of Service' tag.

8.12 PROTECTIVE BARRIERS

Protective barriers material may be rope, railings, baffles, caps, barricades, or walls. Protective barriers shall be placed at such a height and position as to prevent personnel from entering areas that are hazardous. The erection of the barrier must take into account the physical layout of the equipment, the nature of adjoining equipment, aisle ways, thoroughfares, and operating equipment. Barriers should be placed:

- A minimum of 10 feet from open excavations greater than 5 feet deep; otherwise, a minimum distance equivalent to depth of the excavation.
- A minimum of 10 feet from overhead work on scaffolds or ladders.
- A distance from the hazard sufficient that a fall at the barrier rope will not result in the individual coming in contact with the hazard. **Never use safety rope for other than its intended purpose.** OEAM will be responsible for placing or removing industrial safety barriers.

8.13 EXCAVATION & TRENCHING

Excavation is any man-made cut, cavity or depression in the earth's surface formed by earth removal. All excavation must be adequately shored and safe access must be provided in all excavations. Contractors must have written authorization for OEAM prior to any excavation work, obtain drawings of the services located in the area.

8.14 ELECTRICAL SAFETY

Only qualified electricians are permitted to work on electrical systems and equipment that uses or controls electrical power. All work shall be conducted in accordance with the National Fire Protection Agency 70E standard for Electrical Safety in the work place. Contractors must not operate electrical tools or equipment in wet areas or areas where potentially flammable dust, vapors, or liquids are present, unless written authorization is obtained from the OEAM. Contractors should erect barriers and post warning signs to ensure non-authorized personnel stay clear of the work area.

8.15 LADDERS

The location of the ladder and the type of work activity may require additional safety requirements. For example, a ladder positioned next to an opening would require fall protection. The type of work and the work environment also dictates the type of ladder to be used, (e.g., metal ladders shall not be used where there is an electric shock potential.) Ladders must be

inspected for wear or damage prior to use. Ensure the ladder is used as intended and within the designated specifications. Avoid overhead obstructions when setting up a ladder. Ensure all ladders have appropriate feet and rest on a solid base. Position the ladder properly. Good rules of thumb for ladder positioning are the use of the palm test.

- Stand with your arms out straight ahead
- Place your toes against the bottom of the ladder
- Make sure your palms touch the shoulder level rung
- Place a ladder one foot out from a vertical surface for every four feet of ladder height.
- Stabilize a straight/extension ladder with a tie off near the upper support unless a co-worker stabilizes the ladder.
- Keep a three-point contact when climbing or working on a ladder.

8.16 FALL PROTECTION

Full body harnesses with shock-absorbing lanyard of less than six feet or retractable lanyard of any length are to be used where fall protection is required by governmental regulations. Fall protection equipment is to be inspected prior to use. The equipment must be free of rips, tears, nicks, and deterioration. Lanyard snap hooks (double release type only) must work properly. At a minimum, use when working more than 4 feet (General Industry Standard) or 6 feet (Construction Standard) above the floor/ground, while having no handrails or means for eliminating a fall potential. Additionally, working/moving from a manlift, bucket truck, or boom requires the use of fall protection. The lanyard is to be fastened to approved fall protection points only. To assure your safety, attach the lanyard only to:

- Lines installed specifically for fall protection purposes
- Approved structural materials
- Connection points on lifts or buckets
- Scaffolds specifically designed to handle a fall protection device
- A lanyard must be hooked according to the manufacturer's recommendations.

8.17 FORKLIFT OPERATION

Contractors operating forklifts shall have training and a valid license. Contractors are not allowed to use Office of Facilities Management forklifts. The use of internal combustion engine equipment (propane, diesel) indoors is discouraged.

Do not operate forklifts if certification has expired. When parked, keep the forks or platform in the lowered position. When traveling, forklifts or platforms must be in a lowered position. Never allow anyone to stand on or pass under elevated forklifts. Wear the seat belt provided.

8.18 SAFE MOBILE CRANE OPERATION

It is mandatory that personnel who operate mobile cranes be trained on the crane to be operated. Operators must be qualified on the cranes and the aerial lifts that they operate and know the clearance requirements for working near overhead-energized lines. All other employees must be

familiar with basic crane safety and also be aware of clearance requirements when directing crane movements.

8.19 HAND TRUCK SAFETY

Never overload hand trucks or dollies and always be sure the load is properly balanced and is safe to move without fear of tipping or turning over. If needed, secure the load with bungee straps, strap and ratchets, chains or similar devices.

8.20 OVERHEAD WORK

At the beginning of each job, before initially going on any roof, tank or vessel roof, OEAM must be notified. Contractor must assess the condition of the roof prior to performing work and must evaluate potential exposure to electrical utilities. Certain roofs present special hazards due to their inability to bear weight. Contractors must determine additional safety practices when structural weaknesses are suspected regardless of the materials of construction. Safety harness and fall protection systems must be worn while on any roof. Contractor must submit a detailed safety plan to OEAM prior to any roof repairs. Under no circumstance will debris or material be thrown or dropped from any roofs under OEAM purview. When working overhead, the area below must be roped off with appropriate signage or other equivalent measures taken to protect workers in the area.

8.21 LASERS AND RADIATION SAFETY

Lasers and radiation may only be used by persons who have completed a recognized course. Radiation-producing equipment includes but is not limited to gauges installed in power plants that detect the presence or absence of coal or water, portable gauges used by construction inspectors, radiography cameras used by licensed Contractors, and other laboratory instrumentation. All radiation areas shall be roped off and marked conspicuously with signs that bear the radiation symbol and the words "caution – radiation area." The barrier rope shall be magenta and yellow.

Contractors shall only use power tools that are double insulated or equipped with grounded power cords. Ground Fault Interrupters (GFI) or other similar devices shall be used in wet or damp locations.

8.23 POWDER ACTUATED TOOLS

Contractors who operate powder-actuated tools must be properly trained in their use and carry a valid operator's card provided by the equipment manufacturer. Each powder-actuated tool must be stored in its own locked container when not being used. A sign at least 7 inches by 10 inches with bold face type reading "POWDER-ACTUATED TOOLS IN USE" must be conspicuously posted when the tool is being used. Powder-actuated tools must be left unloaded until they are actually ready to be used. Powder-actuated tools must be inspected for obstructions or defects each day before use. All Powder-actuated tool operators must have and use appropriate personal protective equipment such as hard hats, safety goggles, safety shoes and ear protectors.

8.24 SCAFFOLD SAFETY

When erecting scaffolds at a height greater than four feet personnel will use appropriate fall restraint equipment. Only trained and qualified personnel shall erect, modify or tear down scaffolds. Scaffolding shall be erected so as not to interfere with equipment. Scaffolding shall be sized to provide adequate working space for personnel and the task(s). Toe boards and mid and top guard rails shall be installed on scaffolds. Scaffolds over or near a walkway shall be securely screened from the toe board to the top guardrail. A scaffold shall not be used unless recently inspected and a scaffold inspection tag is attached and verified before each shift. All scaffolds will be assembled using construction grade, medium quality scaffolding. Access to scaffold platforms shall not require climbing over guardrails.

8.25 WINDOW WASHING SAFETY

Window washing shall be conducted using suspended scaffolds (single or two points), a boatswain's chair, or other OSHA compliant method. Scaffolding apparatus shall comply with the requirements of 29 CFR 1910.28. Window washing anchors located on any Office of Facilities Management building shall be verified by the window washing contractors. All reports or inspections of anchor points shall be provided to OEAM.

8.26 OBSTRUCTIONS

Access to building entrances, lobbies, corridors, aisles, stairways, doors and exits must be kept free and clear during normal work hours. Access to emergency equipment must be maintained at all times. Contractors must not move or relocate emergency equipment without written approval from OEAM.

8.27 BANNED AND RESTRICTED CHEMICALS

Banned Chemicals

The chemicals listed in the sections below will not be brought on Office of Facilities Management sites.

ChloroFluoro Compounds

Contractors are not to bring any of the following CFCs onto Office of Facilities Management sites. These CFCs are banned because of their ozone-depleting potential.

Common Name	Chemical Name	Formula	CAS #
CFC-11	Trichlorofluoromethane	CFCl_3	75-69-4
CFC-12	Dichlorodifluoromethane	CCl_2F_2	75-71-8
CFC-13	Chlorodifluoromethane	CF_3Cl	75-72-9
CFC-111	Pentachlorofluoroethane	C_2FCl_5	354-56-3
CFC-112	1,2-Difluorotetrachloroethane	$\text{C}_2\text{F}_2\text{Cl}_4$	76-12-0
CFC-113	Trichlorotrifluoroethane	$\text{CCl}_2\text{F}-\text{CClF}_2$	76-13-1
CFC-114	Dichlorotetrafluoroethane	$\text{CF}_2\text{Cl}-\text{CClF}_2$	76-14-2
CFC-115	Monochloropentafluoroethane	$\text{CClF}_2-\text{CF}_3$	76-15-3

CFC-211	Heptachlorofluoropropane	C ₃ FCI ₇	422-78-6
CFC-212	Hexachlorodifluoropropane	C ₃ F ₂ Cl ₆	3182-26-1
CFC-213	Pentachlorotrifluoropropane	C ₃ F ₃ Cl ₅	2354-06-5
CFC-214	Tetrachlorotetrafluoropropane	C ₃ F ₄ Cl ₄	29255-31-0
CFC-215	1,2,2-Trichloropentafluoropropane	C ₃ F ₅ Cl ₃	1599-41-3
CFC-216	1,2-Dichlorohexafluoropropane	C ₃ F ₆ Cl ₂	42560-98-5
CFC-217	Heptafluoropropyl chloride	C ₃ F ₇ Cl	422-86-6

Phase out of some of these CFCs used in chillers and air conditioning units is currently in progress

Halons

Contractors' are not to bring any of the following halons onto OEAM site. As CFCs, the halons are banned because of their potential to deplete the stratospheric ozone layer.

Common Name	Chemical Name	Formula	CAS #
Halon 1211	Bromochlorodifluoromethane	CBrClF ₂	353-59-3
Halon 1301	Bromotrifluoromethane	CBrF ₃	75-63-8
Halon 2402	1,2-Dibromotetrafluoroethane	C ₂ Br ₂ F ₄	25497-30-7

These chemicals are currently permitted for use in fire extinguishers but will be phased out.

Glycol Ethers

2-methoxyethanol	CAS# 109-86-4
2-methoxyethanol acetate	CAS# 110-49-6
2-ethoxyethyl acetate	CAS# 111-15-9
2-ethoxyethanol	CAS# 110-80-5
Diethylene glycol dimethyl ether	CAS# 111-96-6

Asbestos

Asbestos-containing material is not allowed in any new construction or for use in building modifications or repairs on any the Facilities Management sites.

RESTRICTED CHEMICALS

The Contractors' should attempt to find less hazardous substitutes for chemicals listed in this section.

- Confirmed and strongly suspected human carcinogens such as arsenic, beryllium, chromic acid, and radioactive material in unsealed sources;
- Highly toxic and/or highly flammable gasses such as arsine, chlorine, diborane, dichlorosilane, hydrogen, and phosphine;

- Pyrophoric chemicals such as diborane, diethyl telluride, and silane;
- Sensitizers such as ethylenediamine and methylene bisphenyl isocyanate (MDI);
- Unstable and/or highly reactive chemicals that may cause explosions such as hydrazine, liquid oxygen, red phosphorous, and perchloric acid;
- Chemicals on EPA's 33/50 List:

Name	Formula	CAS #	Name	Formula	CAS #
Dichloromethane	CH ₂ Cl ₂	75-09-2	Cadmium Compounds	-	-
Chloroform	CHCl ₃	67-66-3	Chromium Compounds	-	-
Carbon tetrachloride	CCl ₄	56-23-5	Cyanide Compounds	-	-
Trichloroethylene	C ₂ HCl ₃	79-01-6	Lead Compounds	-	-
1,1,1-Trichloroethane	C ₂ H ₃ Cl ₃	71-55-6	Mercury Compounds	-	-
Tetrachloroethylene	C ₂ Cl ₄	127-18-4	Nickel Compounds	-	-
Methyl Ethyl Ketone	C ₄ H ₈ O	78-93-3			
Benzene	C ₆ H ₆	71-43-2			
Methyl Isobutyl Ketone	C ₆ H ₁₂ O	108-10-1			
Toluene	C ₇ H ₈	108-88-3			

***NOTE: OEAM ENCOURAGES GREEN BUILD PRODUCTS AND CHEMICALS.**

8.28 ACRONYMS

CFS's- Carbon, Fluorine and Hydrogen (Chlorofluorocarbons)

MSDS- Material Safety Data Sheets

OSHA-Occupational Safety and Health Act

ACBM-Asbestos Containing Building Material

PCBM-Potential Asbestos Containing Building Material

HCFC- Hydrogen, Fluorine, and Carbon- Hydrochlorofluorocarbons

EPA-Environmental Protection Agency

SWPP-Storm Water Pollution Plan

NOI-Notice of Intent

PCB-Polychlorinated biphenyl

GFI-Ground Fault Interrupters

CFR-Code of Federal Regulations

CONTRACTOR ACKNOWLEDGEMENT

I have received and reviewed OEAM Environmental, Health, Safety and Security Manual. I understand the requirements applicable to activities our company will be performing for OEAM.

I will make sure all employees of our company and our sub-contractors are provided a copy of the Safety Manual and understand and agree to the requirements outlined herein.

Office of Enterprise Assets Management	Contractors' Company Name:
Signature:	Signature:
Typed Name:	Typed Name:
Title:	Title:
Date:	Date:



City of Atlanta
Office of Enterprise Assets Management
CONTRACTOR CHECK LIST

The following checklist is provided to assist the contractors with complying with the requirements outlined in the Environmental, Health, Safety and Security (EHSS) Program.

Name of Project Manager/Coordinator:		
Work Site(s) and Location(s):		
Applicable Date(s):		
Contractor's Name:		
Contractor's Representative:		
24-hour phone number:		

Action Required	☒
Safety Orientation with EHSS Required?	Yes ☐ No ☐
If yes, the contractor is scheduled to attend on _____ (month/day) at _____ (time).	
Asbestos review required?	Yes ☐ No ☐
Lead materials review required?	Yes ☐ No ☐
Will the work require entry into a permit-required confined space? - If yes, inform the contractor about known hazards and history of entry operations for each space that they will enter. - If yes, the Project Manager/Coordinator will debrief the contractor after the work in these spaces is completed.	Yes ☐ No ☐
- Will both the Contractors' and OEAM personnel be working in or near the permit-required confined space(s)? - If yes, determine if the Project Manager/Coordinator or the contractor will coordinate entry operations to assure that everyone is aware of any work that is taking place that could affect personnel in the confined space.	Yes ☐ No ☐
If yes, at the end of entry operations, obtain a copy of all canceled permits, and send a copy of this information to EHSS.	

Hazard Communication: Provide the following to the contractor: • Information on precautions and safety procedures that must be followed in the work area. • Access to MSDS for hazardous chemicals located in the work area. • Information regarding the labeling system used in the work area. • Emergency procedures to be followed in the event of accidental exposure or release of hazardous chemicals or materials. Obtain a list of chemicals and MSDS for all chemicals that the contractor will be using. Provide a copy to EHSS for review and approval. The contractor understands that MSDS must be kept on-site for all chemicals used by the contractor on City sites, and that no other chemicals may be brought on-site without prior approval by the Project Manager/Coordinator.	Yes ☐ No ☐
Will work be conducted on the roof of a building where fume hood exhausts are located? • If yes, either coordinate access with OEAM to make sure that fume hoods in the work area are shut down, or inform the contractor of precautions that should be taken.	Yes ☐ No ☐
Will work by the contractor involve electrical or mechanical systems? • If yes, inform the contractor of the Lockout/Tagout procedures by OEAM personnel. Make sure that all the contractor employees in the work area are aware of the Lockout/Tagout procedures.	Yes ☐ No ☐
Will Hot Work Permits be required during the Contractor's work? If yes, coordinate Hot Work permits with the City of Atlanta's permitting Department.	Yes ☐ No ☐
The contractor understands that any hazardous waste generated during the work must be disposed of in a manner consistent with all applicable state and federal regulations, and that prior approval is required for the disposal method and disposal site?	Yes ☐ No ☐
The contractor representative understands that it is his/her responsibility to relay the above information to other contract employees and his or her subcontractors.	Yes ☐ No ☐
The contractor has been given the opportunity to ask questions and have those questions answered to his/her satisfaction.	Yes ☐ No ☐

Exhibit E

Dispute Resolution Procedures

DISPUTE RESOLUTION PROCEDURES

If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

Appendix A

OCC Requirements

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CITY OF ATLANTA
EQUAL BUSINESS OPPORTUNITY (EBO)

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible to be further considered for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors (majority and minority owned) to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta M/FBE certification number and supplier id number as applicable.

For suppliers, the Subcontractor Project Plan must include all subcontractors (majority and minority owned), the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number as applicable.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified M/FBEs as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an M/FBE, the M/FBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to change the subcontractor project plan must be submitted prior to any change in the plan or termination of an M/FBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified M/FBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified M/FBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Equal Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring Of EBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

Equal Business Opportunity M/FBE GOALS for this Project

Project No.: FC# 9974, Citywide Asbestos Abatement and Demolition Services

The dominant NAICS code and trade to be engaged for the above referenced solicitation is:

**562910 Asbestos Abatement
238910 Demolition**

The above referenced dominant NAICS code was used for the purposes of calculating the appropriate participation goal(s). However, any COA certified firm that is engaged by the successful Prime proponent who performs a commercially useful function in the execution of the project will be eligible for participation credit. The availability of certified M/FBE firms for the procurement categories in the various scopes associated with this project is:

26.7% MBE and 11.1% FBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are detailed on page 2 of this document.

Equal Business Opportunity Program Reminders

1. Certification. It is the prime contractor's responsibility to verify that MBEs and FBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.
3. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive. For your convenience, fillable versions of the appendix A documents are available on the OCC webpage should you require additional pages.
4. EBO Ordinance. The EBO Program is governed by the provisions of the SBO/EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1356 through 2 - 1480. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. Supplier Participation. In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.
6. OCC Registry of Certified Firms. To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: <https://pro.prismcompliance.com/default.aspx>. Next, click the drop down arrow under "Visit a Jurisdiction", select "City of Atlanta", and click "go!" Once there, you may search by Industry or Certification to obtain your desired results. You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading "Registry of Certified Firms" Click OCC's quarterly list to access the current directory of certified firms.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Marie A. Mack
Signature of Attesting Party
Owner - President
Title of Attesting Party

On this 9th day of September, 2017, before me appeared Marie Mack, the person who signed the above covenant in my presence.

Angelia Pierce
Notary Public

Seal

ANGELIA PIERCE, NOTARY
MY COMMISSION EXPIRES
JANUARY 18, 2020
PAULDING COUNTY, GEORGIA

FORM EBO-1

ANGELIA PIERCE, NOTARY PUBLIC
MY COMMISSION EXPIRES
JANUARY 18, 2020
PAULDING COUNTY, GEORGIA

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Majority, EBO and Non-EBO Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact
Southern Demolition Environmental	Gina Ragsdale 2031 Bolton Rd Atlanta, GA 404478-7142	Yes	Asbestos Abatement Survey			will participate
Cascade Services Company	Adrian Marsh P.O. Box 54541 Atlanta, GA 30308	Yes	Asbestos Abatement Survey			will participate
Aldridge Services INC	Corey Reeves 2001 Martin Luther King Jr Dr Suite 400 Atlanta, GA 30308	Yes	Asbestos Abatement Survey			will participate
African Trucking Logistics LLC	Michael Paul To 525 Sweet Creek Dr Lawrenceville, GA 30044	NO	Hauling			will participate
DKA AT Trucking ST English Construction INC	256 Georgia Ave East #14 2966 Lawrenceville, GA 30214	NO	Sidewalk Curb & Gutter Landscape			will participate

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE - Hispanic Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise

Company Name: Maele's Hauling Inc

Printed Signature: Maria A Maele

Project Name: EC-9974 Citywide Demolition and Asbestos Abatement Service EC#: 9974
Date: 9/20/17

**EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority, EBO Certified, and Non-EBO Certified subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NAICS Code	Type of Work to be Performed	Ethnicity of M/FBE Ownership (see code below)	M/FBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
Southern Demolition Environmental	Gina Aggsdale 404- 2031 Bolton Rd 478-7142 Atlanta, GA 30308	Yes		Asbestos Abatement Survey	FBE	2015-008 12-1-2021		5%
Cascade Service Company	Darian Marsh P.O. Box 54311 Atlanta, GA 30308	Yes		Asbestos Abatement Survey	AABE	2015-369 8-28-2020		8.9
Aldridge Services INC	Corey Reeves 2001 Martin Luther King Jr Dr. Suite 400 Atlanta, GA 30330	Yes		Asbestos Abatement Survey	AABE	2016-21-134 5-19-2021		8.4
American Trucking Transportation LLC	Michael Paul To 525 Sweet Creek Dr Lawrenceville, GA 30044	NO		Hauling	ABE	IN PROCESS		8.9
Star English Construction INC	Star English 250 Georgia Ave East #142866 Fayetteville, GA 30214	NO		Sidewalk Curb & Gutter Landscaping	FBE	2014-436 10-1-2019		6.1

EBO% 31.8

Total MBE% 26.7 Total FBE% 11.1

Total

Code: AABE - African American Business Enterprise, HAAE - Hispanic American Business Enterprise, FBE - Female Business Enterprise,
APABE - Asian (Pacific Islander) American Business Enterprise

Proponent's Company Name: Marie's Hauling Project Name: Citywide Demolition and Asbestos Abatement Services FC#: 9974
Proponent's Contact Number: 404-806-1901 Printed Signature: Marie A Mack Date: 9/20/17

EBO-3

(Must Be Completed for Each Sub Firm)

LETTER OF INTENT

Proponent

FC# 9974
Name: Mack's Hauling, INC.
Address: 890 Warner Street SW
City: Atlanta State: GA Zip: 30130

* **Subcontracting Firm:** Firm Name: CASCADE SERVICES COMPANY
Address: PO BOX 54541
City: Atlanta State: GA Zip: 30308

* **Sub firm Contact Person:** Name: Adrian Marsh Phone: 404.307.0243

Firm is performing as: ☐ Non-certified Sub ☒ Certified Sub ☐ Joint Venture Team Member

* If Certified, Certification # and Expiration Date: 2015-369 August 28 2020

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
	Asbestos Survey + Abatement		8.9%
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ _____ Percent of total contract: 8.9 %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Adrian Marsh President
(Print name) (Title)
[Signature] 9/8/17
(signature) (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void

Georgia Environmental Protection Division

Division of Environmental Assessment and Remediation

Lead-Based Paint and Asbestos Program

Permitting and Compliance Section

1000 Peachtree Street, N.E.

Atlanta, Georgia 30304

Phone: (404) 363-7026

Cascade Services Company, Inc.

Having satisfied the requirements of The Georgia Asbestos Safety Act O.C.G.A.

12-12-1, 12-12-1, 12-12-1, and the Rules for Asbestos Removal and Encapsulation, Chapter 201-3-14, is hereby

Licensed as an ASBESTOS CONTRACTOR

To Remove and Encapsulate Friable Asbestos Containing Materials

Within the State of Georgia. This Certificate May Be Subject To Revocation, Suspension, Modification Or Amendment By The Director For Cause Including Evidence Of Noncompliance, Or For Any Misrepresentation Made In The Application, Supporting Data Entered Therein Or Attached Thereto, Or Any Subsequent Substantial Or Supporting Data Or Any Alterations Affecting The Ability To Perform Certain Projects.

Company Owner/President

Adrian Marsh

Company Mailing Address

1062 Grant Terrace SE

Atlanta

Georgia

30315

Phone: (678) 974-5188

FAX

(404) 806-4216

E-Mail Address amarsh@cascade-sc.com

Company License Number

AC042 19

Principal Agent's Name

Donna Coleman

Agent's Date of Birth

6/11/1977

Agent's Height

5 Ft 9 In.

Agent's Weight

165

Agent's Authorization Number

9656 19

The Company License and the Agent's Authorization are non-transferable, and the time and expiration dates are non-transferable. The license and authorization shall remain valid only if both the Company License and the Agent's Authorization. If the agent leaves the authorization to work, a replacement agent must be submitted immediately for approval consideration.

ISSUE DATE

4/13/2017

EXPIRATION DATE

4/13/2020

Jennifer Vogel

Jennifer Vogel, Program Manager

Lead-Based Paint and Asbestos Program

(404) 363-7026

ISSUED BY Ajoia Larkins

April 03, 2017

(Must be Completed for Each Sub Firm)

LETTER OF INTENT

PC# 9974

Proponent

Name: Mack's Hauling, INC.
Address: 890 Warner Street SW
City: Atlanta State: Ga Zip: 30130

Subcontracting Firm: Firm Name: Aldridge Services, Inc

Address: 2001 MLK Jr. Drive SW
City: Atlanta State: GA Zip: 30310

Sub firm Contact Person: Name: Corey Reeves Phone: (404) 661-7084

Firm is performing as: ☐ Non-certified Sub ☒ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date: AAB5 2016-21-134 5-19-2021

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
<u>Asbestos Survey/Abatement</u>	<u>Asbestos Survey/Abatement</u>		<u>8.9%</u>
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ _____ Percent of total contract: 8.9 %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Corey Reeves Project Manager
(Print name) (Title)
 September 8, 2017
(signature) (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void

(Must Be Completed for Each Sub Firm)

LETTER OF INTENT

FC# 9974

Proponent

Name: Mack's Hauling, INC
Address: 890 Warner Street SW
City: Atlanta State: Ga Zip: 30130

Subcontracting Firm:

Firm Name: Southern Demolition, LLC
Address: 2031 Bolton Rd
City: Atlanta State: GA Zip: 30313

Sub firm Contact Person: Name: Gina Raggs Phone: 404-931-1173

Firm is performing as: ☐ Non-certified Sub ☒ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date: 2015-028 exp 12.1.2021

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
	Asbestos Survey & Abatement		5%
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ _____ Percent of total contract: 5 %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Gina Cambardele Raggs
(Print name) (Title)
[Signature] 9.13.17
(signature) (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void

(Must Be Completed for Each Sub Firm)

LETTER OF INTENT

Proponent

FC#
Name: Mack's Hauling INC
Address: 890 Warner Street SW
City: Atlanta State: GA Zip: 30310

Subcontracting Firm:

Firm Name: American Transportation Trucking LLC
Address: 525 Sweet Creek Dr
City: Lawrenceville State: GA Zip: 30044

Sub firm Contact Person: Name: Michael To Phone: 770 686 4808

Firm is performing as:

☒ Non-certified Sub ☐ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date: Cert in Process

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
<u>Hauling</u>	<u>Hauling Backfill/Dirt</u>		<u>8.9%</u>
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ _____ Percent of total contract: 8.9 %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Michael Paul To Owner
(Print name) (Title)
[Signature] 9/7/2017
(signature) (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void

(Must Be Completed For Each Sub Firm)

LETTER OF INTENT

FC# 9974

Proponent

Name: MACK's Hauling & Demolition, INC
Address: 890 Warner Street SW
City: Atlanta State: Georgia Zip: 30310

Subcontracting Firm:

Firm Name: S. T. English Construction Co., INC
Address: 250 Georgia Avenue East #142966
City: Fayetteville State: Georgia Zip: 30214

Sub firm Contact Person: Name: Star English Phone: (770) 895-4461

Firm is performing as:

☐ Non-certified Sub ☒ Certified Sub ☐ Joint Venture Team Member

SBO Certification #: 2014-254 Exp. Date: October 13, 2019

If Certified, Certification # and Expiration Date: EBO Certification #: 2014-436 Exp. Date: October 21, 2019

FBE 2014-436 Exp 10-21-2019

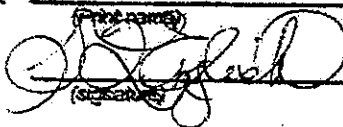
Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
Concrete/Landscaping	Sidewalk/Curbs/Gutter + Landscaping		6.1
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ _____ Percent of total contract: 6.1 %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Star English CEO/President
(Print name) (Title)
 September 11, 2017
(Signature) (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void

**DIVERSITY FIRM TERMINATION/SUBSTITUTION
ACKNOWLEDGEMENT FORM**

As a participant in an eligible City of Atlanta (COA) diversity program contract, certain restrictions and procedures apply to the termination and substitution of a diversity certified entity by a prime concessionaire or prime contractor, as mandated by federal regulations and City ordinances. These requirements are established by 49 C.F.R. § 26.53(f), code sections 2-1356- 2-1380, and 2-1441- 2-1480 of the COA code of ordinances, as may be amended from time to time.

OCC will not allow a prime concessionaire or prime contractor to substitute or terminate a diversity program certified entity without OCC's prior written consent, which will be granted only upon a written finding of good cause. OCC requires completion of a form document to accompany the reason(s) for the request to terminate and/or substitute, which is available at:

<http://www.atlantaga.gov/modules/showdocument.aspx?documentid=491>

For ease of reference, the federal requirements are quoted below:

49 C.F.R. § 26.53(f)

- (1) (i) [OCC] must require that a prime contractor not terminate a DBE/[ACDBE] subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE/[ACDBE] firm) without [OCC's] prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE/[ACDBE] subcontractor with its own forces or those of an affiliate, a non-DBE/[ACDBE] firm, or with another DBE/[ACDBE] firm.
- (ii) [OCC] must include in each prime contract a provision stating:
 - (A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and
 - (B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE/[ACDBE].
- (2) [OCC] may provide such written consent only if [OCC] agree[s], for reasons stated in [OCC's] concurrence document, that the prime contractor has good cause to terminate the DBE/[ACDBE] firm.
- (3) For purposes of this paragraph, good cause includes the following circumstances:
 - (i) The listed DBE/[ACDBE] subcontractor fails or refuses to execute a written contract;
 - (ii) The listed DBE/[ACDBE] subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE/[ACDBE] subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
 - (iii) The listed DBE/[ACDBE] subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
 - (iv) The listed DBE/[ACDBE] subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - (v) The listed DBE/[ACDBE] subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - (vi) [OCC] ha[s] determined that the listed DBE/[ACDBE] subcontractor is not a responsible contractor;
 - (vi) The listed DBE/[ACDBE] subcontractor voluntarily withdraws from the project and provides to [OCC] written notice of its withdrawal;
 - (vii) The listed DBE/[ACDBE] is ineligible to receive DBE/[ACDBE] credit for the type of work required;
 - (viii) A DBE/[ACDBE] owner dies or becomes disabled with the result that the listed DBE/[ACDBE] contractor is unable to complete its work on the contract;
 - (ix) Other documented good cause that [OCC] determine[s] compels the termination of the DBE/[ACDBE] subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE/[ACDBE] it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE/[ACDBE] contractor was engaged or so that the prime contractor can substitute another DBE/[ACDBE] or non-DBE/[ACDBE] contractor after contract award.
- (4) Before transmitting to [OCC] its request to terminate and/or substitute a DBE/[ACDBE] subcontractor, the prime contractor must give notice in writing to the DBE/[ACDBE] subcontractor, with a copy to [OCC], of its intent to request to terminate and/or substitute, and the reason for the request.
- (5) The prime contractor must give the DBE/[ACDBE] five days to respond to the prime contractor's notice and advise [OCC] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [OCC] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [OCC] may provide a response period shorter than five days.
- (6) In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE/[ACDBE] firms put forward by offerors in negotiated procurements.

The undersigned acknowledges these requirements on behalf of the below-listed entity.

Prime:

Mack's Hauling Inc

Contract No.:

FC-9974

Signature:

Marie A. Mack

Name:

Marie A. Mack

Title:

Owner-President

Date:

9/7/17



AWSG Determination of Applicability

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Whereas every contract with the City of Atlanta creates a potential pool of new employment opportunities, the following program is applicable to **construction projects only** and is subject to review by the Atlanta WorkSource Georgia Agency (WorkSource Atlanta) team on a case by case basis for applicability. Once WorkSource Atlanta has made the determination that the First Source Jobs Program is applicable, the successful prime contractor (and all subcontractors associated with the awarded project) are expected to work with WorkSource Atlanta to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. **WorkSource Atlanta has determined that the first source Jobs program is applicable for this project.** For more specific information about the First Source Jobs Program contact:

**Michael E. Robertson
First Source Jobs Program
WorkSource Development Agency
818 Pollard Boulevard
Atlanta, Georgia 30315
(404) 546-3051**



First Source Jobs Program

Policy Statement

Every contract with the City of Atlanta creates employment opportunities for the City's residents.

Contractors who enter into a contract with the City of Atlanta for performance of work that requires construction or building trades skills in which the prime contract is \$500,000.00 or greater and the sub-contract(s) is \$250,000.00 or greater will make good faith efforts to fill 50% of all new entry-level construction positions with City of Atlanta residents who are listed on the WorkSource Atlanta's First Source Registry.

WorkSource Atlanta has determined that the First Source Jobs program is applicable for this project.

Process

WorkSource Atlanta evaluates each contract to determine whether the First Source Jobs Program is applicable.

Each prospective contractor must follow the steps below after a contract is deemed applicable:

- Sign and submit the "Letter of Assent" affirming that the contractor has read the First Source Job Training and Employment Placement Agreement and agrees to the terms therein with the completed bid package.
- Meet with WorkSource Atlanta representatives upon receiving a "Notice to Proceed" to discuss the entry level construction positions that need to be filled and the steps required for compliance with the First Source Jobs Program.
- Provide WorkSource Atlanta with the "Employer Projection of Positions Form" at least (10) days prior to hiring for any Construction positions which shall contain a list of all New Construction Positions for which the Construction General Contractor is hiring, as well as the job qualifications for those positions.
- Evaluate and interview all candidates referred by WorkSource Atlanta and provide WorkSource Atlanta with the "Post-Interview Evaluation Form" for each candidate within ten (10) days of the evaluation & interview.
- Provide WorkSource Atlanta the following items with the submittal of each payment application for the Construction Contract documenting the Construction General Contractor's as well as the Sub-contractor's efforts to comply with this Agreement:
 - A copy of all completed "Employer Projection of Positions Forms" which have been completed since the last requisition submitted;
 - A copy of all completed "Post-Interview Evaluation Forms" which have completed since the last requisition submitted; and
 - The completed "Requisition Progress Report" which has been completed since the last requisition submitted.

Benefits of the First Source Jobs Program

As the workforce system for the City of Atlanta, WorkSource Atlanta collaborates with businesses, economic development entities, educational institutions and community organizations to ensure that the City's workforce meets the needs of the business community. WorkSource Atlanta will identify pre-qualified candidates with industry recognized credentials or candidates with equivalent work experience to reduce time in recruiting candidates for entry level positions created as a result of this contract at no cost to the contractor.



AGREEMENT FOR

FC# 9974, CITYWIDE ASBESTOS ABATEMENT AND DEMOLITION SERVICES

WORKSOURCE ATLANTA FIRST SOURCE JOB TRAINING AND EMPLOYMENT PLACEMENT PROGRAM

WHEREAS, Ordinance 10-O-0928, which created the City of Atlanta's First Source Job Training and Employment Placement Program, was adopted by the Atlanta City Council on February 4, 2013 and approved by the Mayor of Atlanta on February 13, 2013; and,

WHEREAS, according to the most recent U.S. Census Bureau statistics, some twenty-five percent (25%) of the City of Atlanta's residents live below the federal poverty level; and,

WHEREAS, the City of Atlanta, through implementation of the Program, desires to address the issues of poverty, unemployment, and underemployment by providing meaningful job and career opportunities to the city's residents; and,

WHEREAS, the City of Atlanta enters into numerous public works and improvement contracts that are funded by public tax dollars; and,

WHEREAS, various building and construction workers are required to fulfill and perform the work required under said contracts; and,

WHEREAS, in order to facilitate the successful implementation of the Program, WorkSource Atlanta and the Construction GC desire to enter into this Agreement to set forth the respective responsibilities and obligations of each party for the duration of the Construction Contract as entered into between the City of Atlanta and the Construction GC.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, WorkSource Atlanta and the Construction GC hereby agree as follows:

Section 1. Definitions. The following italicized terms shall have the following meanings. All definitions include both the singular and plural forms.

Construction Contract shall mean a contract entered into or funded by the City for the performance of work that requires construction or building trades skills and has a face value greater than the Threshold Amount.

Construction General Contractor ("Construction GC") shall mean any entity entering into a Construction Contract that exceeds the Threshold Amount.

Entry-level shall mean any non-managerial position that requires either no education above a high school diploma or certified equivalency, or less than two (2) years of training or specific preparation. This definition includes, but is not limited to apprentices.



First Source Register shall mean the register managed by WorkSource Atlanta providing the Construction GC and its Sub-contractors with Workforce Innovation and Opportunity Act (WIOA) eligible residents of the City of Atlanta from which to fill Entry-level construction positions.

New Construction Position shall mean any non-executive, non-professional engineering, non-office, or non-clerical job, or any job not filled by full-time employees on the Construction GC's payroll for at least three months prior to the Notice to Proceed for the Construction Contract.

Sub-contractor shall mean any contractor performing construction work either directly or indirectly for the Construction GC, pursuant to any Construction Contract and that meets the Threshold Amount.

Threshold Amount shall mean any Construction Contract in which the prime contract is \$500,000.00 or greater and the sub-contract(s) is \$250,000.00 or greater.

Workforce Innovation and Opportunity Act ("WIOA") shall refer to Public Law 113-128, passed by the U.S. Congress and signed into law by President Barack Obama in July 2014. The Act reauthorized the Workforce Investment Act of 1998. WIOA is a federal grant program designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers.

Section 2. General.

- A. Construction GC shall use, and shall cause the Construction GC's Sub-contractors to use, WorkSource Atlanta as its first source for the recruitment, referral, and placement of New Construction Positions through the First Source Register subject to the terms of this Agreement.
- B. WorkSource Atlanta will provide recruitment, referral, and placement services through the First Source Register to the Construction GC and its Sub-contractors.

Section 3. Responsibilities of WorkSource Atlanta.

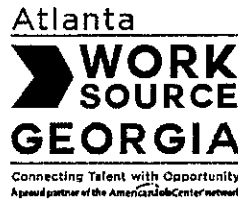
WorkSource Atlanta shall:

- A. Provide recruitment and referral to the Construction GC and Sub-contractor(s), subject to the limitations set out in this Agreement.
- B. Screen applicants and provide Construction GC and Sub-contractor(s) with a list of applicants according to the terms of this Agreement.

Section 4. Responsibilities of the Construction GC.

The Construction GC shall, and shall cause its Sub-contractor(s) to:

- A. For all new entry-level Construction Positions, review and interview job applicants exclusively from the First Source Register prior to reviewing job applicants from any other source.



- B. Make good faith efforts to fill fifty (50) percent of entry-level positions with City of Atlanta residents who are listed on the First Source Registry.
- C. Provide WorkSource Atlanta with Employer Projection of Positions Form ("Exhibit A"), which shall contain a list of all New Construction Positions for which the Construction GC is hiring, as well as the job qualifications for those positions. This notification shall occur after the Construction Contract has been awarded and before the Notice to Proceed ("NTP") is issued.
- D. After issuance of the NTP, provide a final Employer Projection of Positions Form ("Exhibit A") to WorkSource Atlanta.
- E. Provide names and position titles of all Non-New Construction Positions ("Exhibit B"). Non-New Construction Positions include any executive, professional engineering, office, or clerical jobs, or any jobs filled by full-time salaried employees on the Construction GC's payroll for at least three months prior to the notice to proceed. This list shall be deemed exempted positions.
- F. Include provisions in all Construction Contracts entered into with Sub-contractors to represent and warrant adherence to the terms of this Agreement.
- G. Provide letters of assent ("Exhibit C") to the terms of this Agreement to WorkSource Atlanta prior to any Construction GC performing any work on the Project.
- H. Evaluate and interview all candidates provided by WorkSource Atlanta from the First Source Register and provide WorkSource Atlanta with the Post-Interview Evaluation Form ("Exhibit D"), within ten (10) days of the evaluation and interview.
- I. Provide WorkSource Atlanta with a completed Requisition Progress Report ("Exhibit E") certifying compliance with this Agreement and detailing individuals who were hired, their address, start and end employment dates, and hours worked during that month.
- J. Maintain daily sign-in sheet logs and payroll records for all of its employees and make said sign-in sheet logs and payroll records available to WorkSource Atlanta upon request. WorkSource Atlanta shall not use such records for any purpose other than monitoring of compliance with this Agreement.
- K. Submit to WorkSource Atlanta with each payment application for the Construction Contract, the following items:
 - (i) A copy of all completed Employer Projection of Positions Forms ("Exhibit A") which have been completed since the last requisition submitted;



- (ii) A copy of all completed Post-Interview Evaluation Forms ("Exhibit D") which have been completed since the last requisition submitted; and
- (iii) The completed Requisition Progress Report ("Exhibit E") which has been completed since the last requisition submitted.

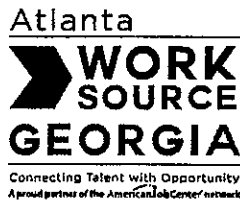
Section 5. Nondiscrimination. No party to this Agreement shall discriminate against First Source Register referrals in any terms and conditions of employment, including retention, promotions, job duties, shift assignments, and training opportunities.

Section 6. Events of Default. Subject to construction schedules and safety requirements, WorkSource Atlanta, the Office of Contract of Compliance ("OCC"), and awarding departments shall have the right to engage in random inspections of job sites and have access to the employees of the Construction Contractor or Sub-contractor(s) and the records required under Ordinance 10-O-0928 (City of Atlanta Code of Ordinances, ARTICLE XI).

If WorkSource Atlanta, OCC, or an awarding department determines the Construction GC and/or Sub-contractor(s) are not in compliance with this Agreement, any or all of the following actions may be taken:

- Withhold progress payments of up to 10% of the Contract Amount;
- Refusal of all future bids on City projects until such time as the Construction GC and/or Sub-contractor come into compliance with this Agreement; or
- Termination of the Agreement.

Section 7. Notices. All notices, consents, approvals and other communications which may be or are required to be given by WorkSource Atlanta or the Construction GC under this Agreement shall be properly given only if made in writing and sent by (a) hand delivery, or (b) certified mail, return receipt requested, or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air or Airborne Express), (d) by email to the email address listed below (provided that a copy of such notice is also delivered within 24 hours to the party by one of the methods listed in this Section 6(a), (b) or (c)), or (e) by facsimile to the facsimile number listed below (provided that a copy of such notice is also delivered within 24 hours to the party by one of the other methods listed in this Section 6(a), (b) or (c)), with all postage and delivery charges paid by the sender and addressed to the other parties as applicable as set forth below. Said notice addresses are as follows:



If notice is to City:

WorkSource Atlanta
818 Pollard Blvd., SW
Atlanta, GA 30315
ATTN: Director of Performance Management
paolaleye@atlantaga.gov

If notice is to Construction GC:

Mack's Hauling Inc
Marie Mack
890 Warner St SW
Atlanta GA 30310

Each party may change its address by written notice in accordance with this Section (effective five (5) days after the delivery of written notice thereof). Any communication addressed and mailed in accordance with this Section will be deemed to be given when received, unless rejected or returned by the recipient, in which case when mailed, any notice so sent by electronic or facsimile transmission will be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person will be deemed to be given when receipted for, or actually received, by the party identified above.

Section 7. Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power, or privilege hereunder will operate as a waiver thereof.

Section 8. Invalidity. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. The Construction GC may not assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of WorkSource Atlanta, which consent may be withheld or conditioned in the sole discretion of WorkSource Atlanta; provided, however, that WorkSource Atlanta will not unreasonably withhold its consent to an assignment by the Construction GC of all or any of its rights under this Agreement.

Section 10. Exhibits; Titles of Articles and Sections. The exhibits attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement will prevail. All titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the Agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit will be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

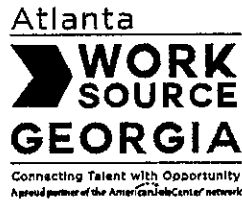


Section 11. Applicable Law. This Agreement is made under and will be construed in accordance with and governed by the laws of the State of Georgia.

No provision of this agreement shall be interpreted so as to require the Construction GC and/or Sub-contractor(s) to employ a worker not qualified for a position, or to employ or retain any particular employee, or to hire any worker as a result of such worker's membership in a labor union.

Section 12. Entire Agreement. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 13. Termination of Agreement. Without cause, WorkSource Atlanta may terminate this agreement at any time upon thirty (30) days' written notice to the Construction GC and WorkSource Atlanta.



CONSTRUCTION GC/SUB-CONTRACTOR LETTER OF ASSENT

I have read the First Source Job Training and Employment Placement Agreement and assent to the terms therein.

Mack's Hauling Inc
Construction GC or Sub-Contractor

Marie A. Mack
Company Representative

9/7/17
Date

Appendix B

Insurance and Bonding Requirements

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-9974 Citywide Demolition and Asbestos Abatement Services

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and

- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Accord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

City shall be covered as an **Additional Insured**, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the **Additional Insured**. However, this requirement **does not apply to Workers' Compensation or Professional Liability Insurance**. Additional insured status extending to ongoing and completed operations per **CG 20 26 07 04** or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the State of Georgia. If the vendor chooses to self-insure any of the insurance requirements then the additional insured endorsement will be waived.

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	\$500,000 each accident
Bodily Injury by Accident/Disease	\$500,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **\$3,000,000 per occurrence.**

- ☒ Coverage must follow form with primary policy
- ☒ May be used to achieve minimum liability limits
- ☒ Coverage must be as broad as primary policy

F. Asbestos Abatement Liability

The Contractor shall procure and maintain project specific Asbestos Abatement Liability insurance in an amount not less than **\$500,000 each occurrence/aggregate.**

G. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in the amount of **\$1,000,000 annually** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2018

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 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 HONESTI & ASSOCIATES, LLC 6790 W. BROAD STREET SUITE 10-E DOUGLASVILLE, GA 30134	CONTACT NAME: HONESTI OWENS	
	PHONE (A/C, No, Ext): 678-481-0566	FAX (A/C, No): 678-481-0566
	E-MAIL ADDRESS: aQuote@HonestiInsurance.com	
INSURED MACK'S HAULING INC 890 WARNER ST S.W. ATLANTA, GA 30310	INSURER(S) AFFORDING COVERAGE	
	INSURER A: GUARANTEED INSURANCE COMPANY	
	INSURER B: OHIO SECURITY INSURANCE COMPANY	
	INSURER C:	
	INSURER D: OHIO SECURITY INSURANCE COMPANY	
	INSURER E: COVINGTON SPECIALITY INSURANCE COMPANY	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY			VBA44544500 Additional Insured Endorsement	09/19/2018	09/19/2019	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	☐ CLAIMS-MADE ☒ OCCUR		MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 1,000,000				
	☒ POLICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	☒ AUTOMOBILE LIABILITY			BA5921747MLN1Q1 Additional Insured Endorsement	12/11/2018	12/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 CSL
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☒ ALL OWNED AUTOS	☒ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
						\$	
							\$
C	☐ UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ OCCUR	AGGREGATE \$				
	☐ CLAIMS-MADE		\$				
	DED	RETENTION \$					\$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC5921747MLN1Q1	12/11/2018	12/11/2019	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	OTH-ER				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
E	☐ CONTRACTORS POLLUTION LIABILITY			EV20182624-01	08/01/2018	08/01/2019	PER OCCURANCE 1,000,000
			GENERAL AGGREGATE 2,000,000				

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

CERTIFICATE HOLDER**CANCELLATION**CITY OF ATLANTA
ATTEN: ENTERPRISE RISK MANAGEMENT
68 MITCHELL ST. STE 9100
ATLANTA, GA 30303

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

HONESTI OWENS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/15/2019

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 Risk & Insurance Consultants, Inc 5416 Glenridge Drive Atlanta GA 30342	CONTACT NAME: Aaron Dean PHONE (A/C, No, Ext): (404) 459-5975 E-MAIL ADDRESS: adean@riskinsuranceco.com FAX (A/C, No): (404) 459-5976
INSURED Cascade Services Company PO Box 54541 Atlanta GA 30308	INSURER(S) AFFORDING COVERAGE INSURER A: United Specialty Insurance Company INSURER B: Progressive Mountain Insurance Company INSURER C: State National Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 12537 35190 12831

COVERAGES**CERTIFICATE NUMBER:** CL1810416847**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			USA4234249	10/05/2018	10/05/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			04185232-1	10/05/2018	10/05/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						PROPERTY DAMAGE EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	NFA0868011-01	10/05/2018	10/05/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Atlanta
55 Trinity Avenue SW
Suite 1900
Atlanta GA 30303

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) Or Organization	Designated Project or Premises
City of Atlanta 55 Trinity Avenue SW Suite 1900 Atlanta GA 30303	Various locations as per written contract with the Named Insured

- A.** Section II – Who Is An Insured is amended to include as an additional insured, the person(s) or organization(s) shown in the Schedule, but only with respect to “bodily injury”, “property damage”, “personal and advertising injury” or “environmental damage” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the designated project or premises shown above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** The following shall not apply to and shall afford no coverage to additional insureds shown in the schedule above:

1. Coverage **E** – Consultants’ Professional Liability; or
2. Coverage **F** – Scheduled Property Pollution Liability; or
3. Coverage **G** – Non-Owned Disposal Site Pollution Liability

- C.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” or “environmental damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the designated project or premises of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- D.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
All other terms and conditions of this policy remain unchanged.

Performance Bond

"City" City of Atlanta, Georgia

"Project" 9974

"FC No."

"Principal" MacK's Hauling, Inc.

Type of Organization ("X" one):

☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

First Standard Surety, LLC
3090 Dunwoody Club Dr. Suite 106-126
Atlanta, GA 30350

duly authorized by
the State of Georgia to transact surety business in the
State of Georgia.

"Agreement:" Agreement between Principal and City, dated 10 day of January, 2019, regarding performance of Work relative to the Project.

"Penal Sum:" Two Million Dollars (\$2,000,000.00), subject to Bond Payment

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally. Principal and Surety agree that the Penal Sum shall be equal to or greater than one hundred percent (100%) of the total budget as specified in the Agreement for the first year of the Term as defined therein. If this bond is renewed annually as described below, then Principal and Surety agree that the Penal Sum shall equal or exceed the budget as specified in the Agreement for the same 12-month period of the annual bond.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work. Surety further agrees that it will provide City with at least 60 days' written notice by registered mail prior to any suspension, cancellation or termination of this bond; otherwise, this bond shall remain in full force and effect for a minimum of one (1) year (i.e., twelve (12) full months) beginning from the Effective Date of the Agreement. This bond may be renewed on an annual basis provided the renewal covers the requisite Penal Sum as required above; and, in the event Surety declines to renew this bond, Surety agrees that it will provide City with at least 60 days' written notice by registered mail prior to the expiration date of bond.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this
10 day of January, 2019.

PRINCIPAL: Mack's Hauling, Inc.

Marie A. Mack
President/Vice President (Sign)
Marie A. Mack
President/Vice President (Type or Print)

Attested to by:

[Signature]
Secretary/Assistant Secretary (Seal)



SURETY: First Standard Surety

By:

[Signature]
Attorney-in-Fact (Sign)

David Harris, Managing Partner
Attorney-in-Fact (Type or Print)



APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

Payment Bond

"City" City of Atlanta, Georgia

"Project" FC 9974

"FC No." FC 9974

"Principal" Mack's Hauling, Inc.

Type of Organization ("X" one):

- ☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

First Standard Surety, LLLP
2090 Dunwoody Club Dr, Suite 106-126
Atlanta, GA 30350

duly authorized by _____
the State of Georgia to transact surety business in the
State of Georgia.

"Agreement:" Agreement between Principal and City, dated 10 day of January, 2019, regarding
performance of Work relative to the Project.

"Penal Sum:" Two Million Dollars (\$2,000,000.00), subject to Bond Payment

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally. Principal and Surety agree that the Penal Sum shall be equal to or greater than one hundred percent (100%) of the total budget as specified in the Agreement for the first year of the Term as defined therein. If this bond is renewed annually as described below, then Principal and Surety agree that the Penal Sum shall equal or exceed the budget as specified in the Agreement for the same 12-month period of the annual bond.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work. Surety further agrees that it will provide City with at least 60 days' written notice by registered mail prior to any suspension, cancellation or termination of this bond; otherwise, this bond shall remain in full force and effect for a minimum of one (1) year (i.e., twelve (12) full months) beginning from the Effective Date of the Agreement. This bond may be renewed on an annual basis provided the renewal covers the requisite Penal Sum as required above; and, in the event Surety declines to renew this bond, Surety agrees that it will provide City with at least 60 days' written notice by registered mail prior to the expiration date of bond.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this
10 day of January, 2019.

PRINCIPAL: Mack's Hauling, Inc.

Marie A Mack
President/Vice President (Sign)

Marie A Mack
President/Vice President (Type or Print)

Attested to by:

[Signature]
Secretary/Assistant Secretary (Seal)



SURETY: First Standard Surety

By:

[Signature]
Attorney-in-Fact (Sign)

David Harris, Managing Partner
Attorney-in-Fact (Type or Print)



APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Mack's Hauling, Inc.

890 Warner St. SW

Atlanta, GA 30310

OWNER:

(Name, legal status and address)

City of Atlanta

55 Trinity Ave, SW

Atlanta, GA 30303

CONSTRUCTION CONTRACT

Date: September 22, 2017

SURETY:

(Name, legal status and principal place of business)

David Harris c/o FSA, LLLP

2090 Dunwoody Club Dr. #106-126

Atlanta, GA 30350

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.

Amount: \$2 million Dollars (Two Million and 00/100 Dollars US)

Description:

(Name and location)

FC-9974 Citywide Demolition and Asbestos Abatement

Demolition and Asbestos Abatement Services, Atlanta, GA

BOND

Date: October 11, 2018

(Not earlier than Construction Contract Date)

Amount: \$2 million Dollars (Two Million and 00/100 Dollars US)

Modifications to this Bond: ☐ None ☒ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name: Marie Mack, CEO
and Title: Mack's Hauling, Inc.

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

Signature:

Name: David Harris, Managing Partner
and Title: First Standard Asurety, LLLP

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

NA

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

NA



§ 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:

Sept 11, 2018 Extra terms for the AIA bonds given to Starcon on Hosea Feed Hungry P&P

A. Individual Surety Underwriting Assets: An Irrevocable Trust Receipt (ITR) is the secured asset backed by adequate undiluted cash and/or cash valued assets, placed on deposit in a US FDIC bank by the said Individual surety's affiliate trust located in both Washington, DC and New York, NY, and escrowed in favor of the said Obligee. Said cash valued assets securing said surety, that are of equal or greater value than the said surety, are held in a certifiably verifiable bank escrow account by the surety's underwriting trust, as prescribed in FAR 28.203 & FAC 5252.228-9300.

B. Said bonded project will not start until after the full surety fee is paid, hence only after the 5% surety fee (\$100,000.00 in this case) is paid in full to FSA, LLLP surety, per FSA's Invoice, before the said start date. Any earlier start time will be considered a violation of this bond and may risk bond revocation.

C. Venue is in Atlanta, GA (Fulton County). Any claim inquiries shall be made directly to via certified mail to FSA LLLP's legal counsel J. Hatcher Graham, in Warner Robbins, GA.

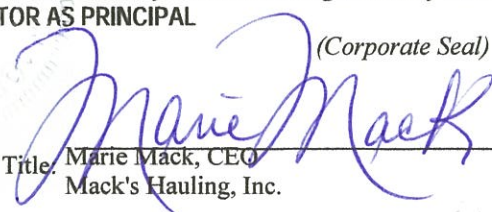
D. The active term of this project is twelve (12) months. Hence, this bond expires, and is automatically released from any further liability, or claims made, after October 11, 2019.

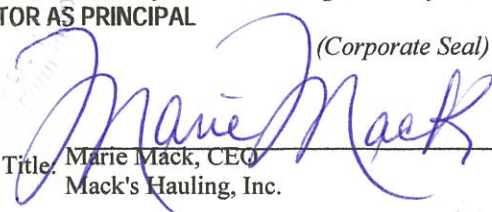
E. Said Surety is under the understanding from the contractor client and obligee that they have fully and truthfully disclosed all aspects of risks regarding this project to surety, without any misleading details.

F. All funds borrowed, earned, or paid directly towards completing this project shall only be spent towards the project expenses to reduce its debt, at least until the said bond is released, and shall not be used for any other purpose without violating this bond's terms.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

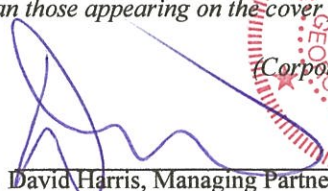
CONTRACTOR AS PRINCIPAL

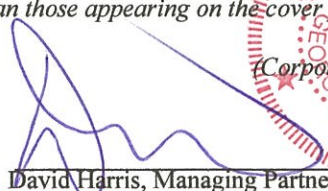
Company:  (Corporate Seal)

Signature: 
Name and Title: Marie Mack, CEO
Address: Mack's Hauling, Inc.

890 Warner St., SW
Atlanta, GA 30310

SURETY

Company:  (Corporate Seal)

Signature: 
Name and Title: David Harris, Managing Partner
Address: First Standard Asurety, LLLP

2090 Dunwoody Club Dr., #106-126
Atlanta, GA 30350



Init.



AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Mack's Hauling, Inc.

890 Warner St. SW

Atlanta, GA 30310

OWNER:

(Name, legal status and address)

City of Atlanta

55 Trinity Ave, SW

Atlanta, GA 30303

CONSTRUCTION CONTRACT

Date: September 22, 2017

SURETY:

(Name, legal status and principal place of business)

David Harris c/o FSA, LLLP

2090 Dunwoody Club Dr. #106-126

Atlanta, GA 30350

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.

Amount: \$2 million Dollars (Two Million and 00/100 Dollars US)

Description:

(Name and location)

FC-9974 Citywide Demolition and Asbestos Abatement

Demolition and Asbestos Abatement Services, Atlanta, GA

BOND

Date: October 11, 2018

(Not earlier than Construction Contract Date)

Amount: \$2 million Dollars (Two Million and 00/100 Dollars US)

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name Marie Mack, CEO
and Title: Mack's Hauling, Inc.

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)

Signature:

Name David Harris, Managing Partner
and Title: First Standard Asurety, LLLP



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

NA

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

NA

Init.

§ 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:

A. Individual Surety Underwriting Assets: An Irrevocable Trust Receipt (ITR) is the secured asset backed by adequate undiluted cash and/or cash valued assets, placed on deposit in a US FDIC bank by the said Individual surety's affiliate trust located in both Washington, DC and New York, NY, and escrowed in favor of the said Obligee. Said cash valued assets securing said surety, that are of equal or greater value than the said surety, are held in a certifiably verifiable bank escrow account by the surety's underwriting trust, as prescribed in FAR 28.203 & FAC 5252.228-9300.

B. Said bonded project will not start until after the full surety fee is paid, hence only after the 5% surety fee (\$100,000.00 in this case) is paid in full to FSA, LLLP surety, per FSA's Invoice, before the said start date. Any earlier start time will be considered a violation of this bond and may risk bond revocation.

C. Venue is in Atlanta, GA (Fulton County). Any claim inquiries shall be made directly to via certified mail to FSA LLLP's legal counsel J. Hatcher Graham, in Warner Robbins, GA.

D. The active term of this project is twelve (12) months. Hence, this bond expires, and is automatically released from any further liability, or claims made, after October 11, 2019.

E. Said Surety is under the understanding from the contractor client and obligee that they have fully and truthfully disclosed all aspects of risks regarding this project to surety, without any misleading details.

F. All funds borrowed, earned, or paid directly towards completing this project shall only be spent towards the project expenses to reduce its debt, at least until the said bond is released, and shall not be used for any other purpose without violating this bond's terms.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: Marie Mack, CEO
Address: Mack's Hauling, Inc.

890 Warner St., SW
Atlanta, GA 30310

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: David Harris, Managing Partner
Address: First Standard Asurety, LLLP

2090 Dunwoody Club Dr., #106-126
Atlanta, GA 30350



Init.

Appendix C

General Conditions

FC-9974, Citywide Demolition and Asbestos Abatement Services

Appendix C

GENERAL CONDITIONS

GC-1 AGREEMENT DOCUMENTS

The General Conditions, Special Conditions, Technical Provisions, Drawings, Changes, and all other parts of the Agreement Documents are complementary, and a requirement occurring in one shall be as binding as though occurring in all. The parts of the Agreement are complementary and describe and provide for completion of the Work. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Agreement Documents and in no way affect, and shall not be considered in the interpretation of the provisions to which they refer.

The physical conditions indicated in the Agreement Documents are the result of site investigations by borings and testing at the locations shown.

Execution of the Agreement by the Contractor is a representation that the Contractor has visited the Site, become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Agreement Documents.

The intent of the Agreement Documents is to include all items necessary for the proper execution and completion of the Work. Work not specifically covered in the Agreement Documents shall be required if it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Agreement Documents in accordance with such recognized meanings.

Without limiting the duty of the Contractor regarding review of the Agreement Documents, in the event of a conflict, error or discrepancy within the Agreement Documents, the Documents shall be given precedence in the following order:

- Change Orders;
- Addenda;
- Bid Form;
- City-Contractor Agreement;
- Special Conditions
- General Conditions;
- Specifications; and
- Plans

Detail Drawings shall govern over general drawings. Figures or dimensions written on drawings shall govern over scaled distances. The details are not to scale.

In case of discrepancy between small-scale detail and large-scale detail, the large-scale detail shall govern. On any of the Plans where a portion of the Work is drawn out and the remainder is shown in outline, the parts drawn out shall apply also to all other like portions of the Work.

Where the word "similar" occurs on the Plans, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.

The dimensions and descriptions given on the Plans for adjacent work by others are based on the design Drawings. The Contractor shall verify all as-built conditions and information.

GC-2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

During the progress of the Work, the Engineer may issue additional instructions and Drawings supplemental to those listed in the Special Conditions, showing additional details required for the performance of the Work, and may issue revised Drawings pursuant to Change Orders, or for correction of errors in the Plans. The additional instructions and Drawings thus supplied will become a part of the Agreement Documents. Contractor shall carry out the Work in accordance with the additional instructions and Drawings.

GC-3 DEFINITIONS

The following terms as used in this Agreement are respectively defined, as follows:

Abandonment - Shall mean the permanent termination of the use of, or of service from in or on a facility.

Approved, Directed, Ordered, Or Their Derivatives - Approved, as directed, or ordered by the Engineer or the City, unless otherwise clearly indicated.

Acceptance - The formal written acceptance by the City of the completed Work.

Addenda - Revisions to the Proposal Documents issued by the City prior to opening of the Bid.

Agreement - refers to the executed contract between City and Contracting Entity.

Agreement Documents - The Agreement Documents include the following:

- City-Contractor Agreement;
- Performance Bond;
- Payment Bond;
- Bid Guarantee;

Affidavit;
Appendix A - Requirements of the Office of Contract Compliance;
Appendix B – Insurance Requirements;
Bid;
Bid Schedule;
Bid Data;
General Conditions;
Technical Specifications for the Project; and
Plans for the Project.
Any Addenda thereto or Modification thereof (as defined in the General Conditions).

Agreement Price - The price or prices for the Work or items of Work set forth in the Bid.

Agreement Time - The number of calendar days stated in the Agreement Documents for the Substantial Completion of the Work or Final Completion of the Work, or the achievement of a specific interim milestone, as the context may require.

Amendment – Revision to Contract issued by the City after execution of the formal Contract Agreement.

Application for Payment - The form accepted by the City which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required in the Agreement Documents.

Bid - The offer or bid of the Bidder submitted in the prescribed manner on the prescribed form setting forth the prices for the Work to be performed together with supplemental information as required by the Agreement Documents.

Bidder - Any person, firm, partnership, corporation or any combination thereof submitting a Bid for the Work.

Bonds - Bid, Performance Bonds, Payment Bonds, and other instruments of security furnished by the Bidder or Contractor and his surety in accordance with the Agreement Documents.

Change - Any change in the Work authorized by the Engineer.

Change Order - A written order to the Contractor, prepared by the Engineer and issued by the City for changes in the Work within the general scope of the Agreement Documents, adjustment of Agreement Prices, extension of Agreement Time, or reservation of determination of a time extension.

City - Shall mean the City of Atlanta, Georgia, and shall include all agencies, establishments or officials of the government of the City.

City-Contractor Agreement - The written agreement for the performance of and payment for the Work, which includes by reference and is a part of the Agreement Documents, executed on behalf of the City and the Contractor.

City's Contractor - Shall mean the legally authorized representative of the City, a private contractor, or other concerned agency performing Work under a direct Agreement with the City.

Construction - Shall mean the actual site preparation, building and all related Work, including facility relocation and adjustments.

Construction Easement/Temporary Easement - Any space or area dedicated to the City or other entity for the purpose of utilities or location of utilities for a specific period of time.

Construction Equipment - Equipment used in the performance of the Work but not incorporated therein.

Contact Person - Contracting Officer designated by the City of Atlanta, Department of Procurement, to submit any questions and suggestions to Ms. Mimie L. Woods, CPPB, Contracting Officer, Department of Procurement, 55 Trinity Avenue, Suite 1790, Atlanta, Georgia 30303.

Contractor - Any firm, partnership, corporation, joint venture, LLC or any combination thereof who enters into a contractual Agreement with the City. This excludes Subcontractors/Sub-consultants. Contractor shall include the union of both the architectural firm and the construction company.

Day - A calendar day of twenty-four (24) hours lasting from midnight one (1) day to midnight the next day.

Department - Shall mean the Department of Parks, Recreation and Cultural Affairs.

Designer - City of Atlanta

Drawings - That part of the Agreement Documents which show the outlines, characteristics and Scope of the Work to be performed. The term is used interchangeably with the word "Plans" and includes Standard Details and Drawings.

Engineer - City of Atlanta or duly authorized representative.

Equipment - Equipment incorporated or to be incorporated in the Work.

Force Account - A method of payment, other than lump sum or unit price, for Work ordered by Change Order and paid for in accordance with force account procedures indicated in "Force Account" Section of the General Conditions.

General Conditions - Requirements pertaining to this Agreement which will be required of the successful Contractors.

General Requirements - Conditions pertaining to this Agreement which will be required of the successful Contractors.

Inspector - The authorized representative of the Engineer assigned to make detailed inspection of any or all portions of the Work or Materials thereof.

Materials - Materials incorporated or to be incorporated in the Work unless otherwise clearly indicated.

Notice of Award - The written notice of the acceptance of the Proposal from the City to a Bidder.

Notice to Proceed ("NTP") - Written communication issued by the City to the Contractor authorizing it to proceed with the Work and establishing the date of commencement of the Agreement time and on which the Contractor shall start to perform his obligations in accordance with the Agreement Documents.

Owner - The City of Atlanta.

Permanent Easement - Any space or area to the City or other entity for the purpose of constructing and/or maintain existing or future utilities.

Plans - That portion of the Agreement Documents describing in drawings, the shape, dimensions and other similar requirements governing the completion of the various portions of the Work, prepared by the Designers and including revisions thereto. The term is used interchangeably with the word "Drawings."

Project - The Project is identified in the City-Contractor Agreement, and is the total construction of which the Work performed under the Agreement Documents may be the whole or a part.

Public Space/Public Right-of-Way - Shall mean the area between private property lines under the jurisdiction of the City, county, state or federal government, including, but not limited to, an alley, roadway, median, sidewalk, public way, or any combination thereof.

Replacement Facility - Shall mean that facility, meeting the Department's current standards, which will be constructed or provided, as a consequence of the rearrangement of an existing facility or portion thereof.

Resident Engineer - The City's Engineer who is assigned to the Project Site or any part thereof.

Responsible Bidder - means any person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

Responsive Bidder - means a person who has submitted a bid or offer which conforms in all material respect to the invitation for bids or request for proposals. A Bid which is accurate and complete, with respect to Bid Schedules and information submitted relative to the technical qualifications, financial responsibility and is able to comply with Equal Opportunity and other requirements of the Agreement Documents.

Non-Responsive Bidder - would be the opposite of above-referenced definition.

Scope of Work - See "Work."

Sidewalk Area - Shall mean that portion of a street between the curb lines and the adjacent property lines intended primarily for the use of pedestrians whether paved or in use.

Site of the Work - The areas required for the performance of the Work.

Special Conditions - General Requirements which are unique to a particular Agreement and which supplement, modify or delete items covered in General Conditions.

Specifications - That portion of the Agreement Documents describing in words the technical requirements governing the completion of the various portions of the Work.

Standards - Shall mean those current Standards of Engineering analysis and design, including installation and Material Specifications, which the City utilizes in the design and construction of its own projects.

State - The State of Georgia.

Subcontractor - An individual, firm, corporation or any combination thereof having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site. Subcontractor shall not mean Supplier.

Substantial Completion - The date certified by the Engineer when all or a part of the Work, identified in the Engineer's certification, is sufficiently completed in accordance with the requirements of the Agreement Documents so that the identified portion of the Work can be utilized for the purposes for which it is intended.

Supplier - Any individual, firm, or corporation who supplies material or equipment for the Work (including that fabricated to a special design) but who does not perform labor at the Site.

Temporary Facility - Shall mean a facility constructed for whatever purpose, and not intended to be permanent.

Utility - Shall mean and include all public, private, or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, such as

public owned fire and police signal systems, which directly or indirectly serve the public or any part thereof.

Work - All the services specified, indicated, shown, or contemplated by the Agreement Documents, and furnishing by the Contractor of all Materials, Equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Agreement Documents.

Working Days - Monday, Tuesday, Wednesday, Thursday, and Friday.

Written Notice - A written statement transmitted from one party to an authorized representative of another party in accordance with Section GC-16.

GC-4 APPLICABLE CODES, SPECIFICATIONS, AND STANDARDS

GC-4.1 General:

All codes, Specifications, and standards referred to in the Agreement Documents shall mean, and are intended to be, the latest editions, amendment, and revisions of such reference standard in effect as of the date of the Invitation to Bid for this Agreement.

GC-4.2 Standards:

Reference to a technical society, institution, association, or governmental authority, or pronoun in place of them, is made in the Agreement Documents in accordance with the following abbreviations:

ANSI	American National Standards Institute;
ASTM	American Society for Testing and Materials;
AWS	American Welding Society State;
AASHTO	American Association of State Highway and Transportation Officials;
ACI	American Concrete Institute;
AFBMA	Anti-Friction Bearing Manufacturer's Association;
AI	Asphalt Institute;
AISI	American Iron and Steel Institute;
AISC	American Institute of Steel Construction;
AMCA	Air Moving and Conditioning Association;
API	American Petroleum Institute;
ASME	American Society of Mechanical Engineers;
ASTM	American Society for Testing and Materials;
AWG	American (Brown and Sharpe) Wire Gauge;
AWS	American Welding Society;
AWWA	American Water Works Association;

CRSI	Concrete Reinforcing Steel Institute;
DOT	Georgia Department of Transportation (“ GDOT ”);
EPA	Environmental Protection Agency (Federal);
EPD	Environmental Protection Division (Georgia State);
MARTA	Metropolitan Atlanta Rapid Transit Authority;
NACE	National Association of Civil Engineers;
NFPA	National Fire Protection Association;
NSF	National Sanitary Foundation;
OSHA	Occupational Safety and Health Administration; and
UL	Underwriter’s Laboratories Incorporated.

GC-5 ADEQUACY OF DESIGN

Before placing its Bid to the City, and continuously after the execution of the Agreement, the Contractor shall carefully study and compare the Agreement Documents and shall at once report to the Engineer, any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, regulation, or order of any public authority bearing on the performance of the Work. By submitting its Bid for the Agreement and the Work under it, the Contractor agrees that the Agreement Documents, along with any supplementary written instructions issued by or through the Engineer that have become a part of the Agreement Documents, appear accurate, consistent, and complete insofar as can be reasonably determined. If the Contractor has reported in writing any error, inconsistency or omission, and has promptly stopped the affected Work until instructed, and has otherwise followed the instructions of the Engineer, the Contractor shall not be liable to the City, for any damage resulting from any such errors, inconsistencies or omissions in the Agreement Documents. The Contractor shall perform no portion of the Work at any time without Agreement Documents or, where required, approved shop Drawings, product data, or samples for such portion of the Work.

No claims shall be made by the Contractor based on claims of defects, errors, omissions, ambiguities or inconsistencies in the Agreement Documents which were reasonably discoverable by a review of the Agreement Documents and correlation thereof with the actual conditions at the Project site. No observation of the Engineer or

City, and no inspections, tests or approval shall relieve the Contractor from his obligation to perform the Work in strict conformity with the Agreement Documents.

GC-6 CITY OF ATLANTA ORDINANCES

The Contractor will be bound by the provisions of all City of Atlanta Ordinances. It is the Contractor's responsibility to be aware of and adhere to all existing or future ordinances which are in effect during the performance of the Agreement.

GC-7 PERMITS AND REGULATIONS

All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Agreement throughout, to

the extent that such requirements do not conflict with federal laws or regulations. All Work performed within the right of way of the GDOT shall be in accordance with GDOT regulations, policies, and procedures.

Contractor shall be solely responsible for securing all permits for the Work.

The Contractor must still apply for and secure said permits and schedule inspections. The Contractor shall give all notices and comply with all permits, laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified.

The Contractor agrees to protect and indemnify and hold harmless the City, its offices, agents and employees, the Designer and the Engineer against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree affecting the conduct of the Work whether by himself or by his agents or employees.

If any permit, license or certificate expires or is revoked, terminated or suspended as a result of any action on the part of the Contractor, it shall neither be entitled to any additional compensation, nor to an extension of Agreement Time.

GC-8 TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes as well as any other taxes or duties on the Material, Equipment and labor for the Work or portions thereof provided by the Contractor which are legally enacted by any municipal, county, federal or state authority or department or agency thereof at the time Bids are received, whether or not yet effective.

All records maintained by the Contractor pertaining to such taxes and levies and payment thereof shall be made available to the City at reasonable times for inspection, audit and copying.

GC-9 ARREARS TO OFFSET DEBT AGAINST CITY

No money shall be paid by the City upon any claim, debt, demand or account whatsoever, to any person, firm, or corporation who is in arrears to the City for taxes; and the City shall be entitled to counterclaim and offset any such debt, claim, demand or account in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand, or account after the said taxes are due, shall affect the right of the City to so offset the said taxes against the same.

GC-10 LIENS

The Contractor will furnish the City with evidence, satisfactory to the City that all persons who have done Work or furnished materials in performance of this Agreement have been fully paid, before he shall demand final payment due or unpaid under this Agreement. In case such evidence is not furnished an amount necessary to meet the lawful claims of the persons, aforesaid may be retained from any monies due or that may become due the said Contractor under this Agreement until the lawful claims aforesaid shall be fully discharged or satisfactorily secured,

and it is understood and agreed that the City assumes no obligation nor in any way undertakes to pay such lawful claim out of any funds due or that may become due the said Contractor, out of its own funds.

GC-11 ASSIGNMENTS

The Contractor shall retain personal control and shall give personal attention to the fulfillment of this Agreement. The Contractor shall not assign the whole or any part of this Agreement or any monies due or to become due hereunder without written consent of the City. In case the Contractor assigns all or any part of any monies due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Agreement.

GC-12 PATENTS AND ROYALTIES

The Contractor shall indemnify and hold harmless the City and its officers, agents, servants, and employees from liability or all claims of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Agreement, including its use by the City, unless otherwise specifically stipulated in the Agreement Documents.

If the Contractor uses any design, device or Materials covered by letters, trademarks, patent or copyright, he shall provide for such use by suitable agreement between the City and the holder of such design, device or Material. It is mutually agreed and understood that, without exception, the Agreement Price shall include all royalties or costs arising from the use of such design, device, or Materials in any way involved in the Work. The Contractor or his sureties or both shall indemnify and hold harmless the City, its officers and employees from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or Materials or any trademark or copyright in connection with Work agreed to be performed under this Agreement and the Contractor shall indemnify the City for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

GC-13 OUT-OF-STATE CONTRACTORS

If the lowest responsive Bidder is a foreign corporation, partnership, or sole proprietorship, the Bidder hereby irrevocably appoints the Secretary of State of Georgia as its agent for services of all legal process for the purpose of this Agreement only, and shall obtain all required certificates and licenses required by the Georgia Law.

GC-14 CONTRACTOR'S OBLIGATIONS

A. Supervision and Construction Procedures

1. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures; and shall coordinate all portions of the Work under the Agreement, subject to overall coordination of the Engineer. All Work under the Agreement shall be performed in a skillful and workmanlike manner.
2. The Contractor shall be responsible to the City for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and any other persons performing any of the Work under a contract with the Contractor.
3. The Contractor shall not be relieved from the Contractor's obligations to perform the Work in accordance with the Agreement Documents by the activities or duties of the Engineer in the administration of the Agreement, or by inspections, tests or approvals required or performed under Paragraphs GC-30 or GC-36 by persons other than the Contractor.

B. Labor and Materials

1. Unless otherwise provided in the Agreement Documents, the Contractor shall provide and pay for all labor, Materials, Equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.
2. The Contractor shall, at all times, enforce strict discipline and good order among the Contractor's employees and Subcontractors and shall not employ on the Work any Subcontractor, unfit person or anyone not skilled in the task assigned them. The City may, by Written Notice, require the Contractor to remove from the Work any Subcontractor or employee the City deems incompetent, careless, or otherwise objectionable.
3. All Work at the site shall be performed during regular working hours, except upon the City's written consent given after prior Written Notice.

C. Contractor's Construction Schedule

Contractor shall comply with all scheduling requirements set forth in the Bidding Document.

D. Conditions Affecting the Work

The Contractor shall be responsible for having taken all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including but not limited to conditions relating to transportation, handling, storage of Materials, availability of labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the City relating to this Project which may effect the Work of the Contractor, applicable provisions of law; and the character and availability of equipment and facilities needed prior to and during the prosecution of the Work, shall not relieve the Contractor of his responsibilities under the Agreement Documents and shall not constitute a basis for an equitable adjustment under any circumstances. The City assumes no responsibility for any understanding or representations concerning conditions made by any of his officers, agents, or employees prior to the execution of the Agreement, unless such understanding or representations are expressly stated in the Agreement Documents.

GC-15 RIGHT OF ENTRY

The City reserves the right to enter the Site of the Work herein contracted for, by such agent or agents as they may elect, for the purpose of inspecting the Work, or for the purpose of installing such collateral Work as the City may desire. The Contractor shall cooperate and coordinate with other contractors prosecuting other phases of the construction. Furthermore, if deemed necessary by the Engineer, the Contractor will incorporate critical access issues of other City contractors directly into the daily Work schedule, such that no phase of the Project(s) are delayed or impacted.

GC-16 NOTICES

Except as otherwise expressly provided in the Specifications, any notice, order, instruction, claim, or other written communication required or permitted to be given under this Agreement shall be deemed to have been delivered or received:

1. Upon personal delivery to the Contractor or his authorized representative, or to the City, as the case may be, which delivery may be accomplished by in person hand delivery, or via bona fide overnight express service. Service by facsimile transmission does not constitute notice in accordance with this Agreement.

2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, addressed to the Contractor, the City at his official address, for use under this Agreement, as the case may be.

For purposes hereof, the address of Contractor shall be the business address given in his Bid, and the address of the City shall be as designated in the notice to begin the Work. Either party may change his address at any time by Written Notice to the other of the change.

GC-17 SAFETY PRECAUTIONS AND PROGRAMS

The City, the Engineer, or their agents, employees or representatives are not responsible for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for the safety precautions and programs in connection with the Work. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

GC-18 SAFETY OF PERSONS AND PROPERTY

- A. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 1. All employees on the Work and all other persons who may be affected thereby;
 2. All the Work and all Materials and Equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of the Contractor's Subcontractors;
 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
 4. The Work of the City or other separate contractors.
- B. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

- D. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- E. The Contractor shall promptly remedy all damage or loss to any property referred to in Clauses GC-18 A.2 and 18 A.3 caused in whole or in part by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and for which the Contractor is responsible under Clauses GC-18 A.2 and 18 A.3, except damage or loss attributable to the acts or omissions of the City, the Engineer or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Insurance Section of the General Conditions.
- F. The Contractor shall employ a project safety coordinator who shall devote full time toward accident prevention during construction. The qualifications of the project safety coordinator shall be submitted to the City for approval prior to assignment to the Work and shall include:
1. Five (5) years of construction loss control/safety experience in heavy construction;
 2. Registered Professional Engineer in the State of Georgia;
 3. Certified safety professional;

Also advisable:

1. Professional Member of the American Society of Safety Engineers (ASSE);
2. Associate in Risk Management (ARM); and
3. Associate in Loss Control Management (ALCM).

- G. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

GC-18.1 Emergencies

In any emergency affecting the safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work, shall be determined as provided in Changes Orders in the General Conditions.

GC-18.2 Miscellaneous

- A. The Contractor acknowledges that he is fully aware of the contents and requirements of Official Code of Georgia Annotated § 25-9-1 through § 25-9-12, Blasting or Excavating

Near Underground Gas Pipes and Facilities, any amendments thereto and rules and regulations issued pursuant thereto, and the Contractor shall fully comply therewith. The Contractor agrees and acknowledges that any failure on his part to adhere to said laws, rules and regulations shall not only be a violation of law but shall also be a breach of Agreement and specific violation of the provisions of this Section GC-17 which pertains to safety precautions.

- B. The Contractor acknowledges that he is fully aware of the contents and requirements of Official Code of Georgia Annotated § 46-3-30 through § 46-3-39, Safeguards Against Contact with High Voltage Lines, any amendments thereto and rules and regulations issued pursuant thereto, and the Contractor shall fully comply therewith. The Contractor also confirms that representatives of the Contractor have visited the site of the Work and have taken into consideration the location of all electric power lines on and adjacent to all areas onto which the Agreement Documents require or permit the Contractor to Work, to store materials or to stage operations, and that the Contractor has obtained from the owner or owners of the aforesaid electric power lines advice in writing as to the amount of voltage carried by the aforesaid lines. The Contractor agrees that any failure on its part to adhere to said laws, rules and regulations shall not only be a violation of the law but shall also be a breach of Agreement and specific violation of the provisions under Section GC-17 above, which pertains to safety precautions.
- C. The Contractor acknowledges and agrees that he is the person responsible under the law and that he is the person employing or directing others to perform labor within the meaning of Official Code of Georgia Annotated § 34-1-1, Labor and Industrial Relations. He acknowledges and agrees likewise that he will comply with said law.
- D. The Contractor shall protect all Work, including but not limited to, excavations and trenches, from rain water, surface water, and backup of drains and sewers. The Contractor shall furnish all labor, pumps, shoring, enclosures, and Equipment necessary to protect and keep the Work free of water.
- E. The provisions, terms and conditions of this Section GC-18.2, although very specific, are in no way intended to limit the general requirements hereof or the applicability of laws relating to Work conditions, safety or accident prevention and no specific provision or combination of specific provisions in any of said subsections or in any other parts or sections of the Agreement Documents shall be deemed to limit the obligations or responsibility of the Contractor contained in general provisions with respect thereto or in laws, statutes, acts, rules or regulations which are applicable thereto but which are not specifically referred to in any part of the Agreement Documents.

GC-19 USE OF PREMISES AND CLEAN UP

- A. Contractor expressly undertakes at no additional cost to the City:

1. To store his Materials, Supplies and Equipment at the Site of the Work in such orderly fashion and in such locations as approved by the Engineer that will not unduly interfere with the progress of the Work or the Work of any other contractors, or the activities of City personnel.
2. To clean up all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that all times the Site of the Work shall present a neat orderly and workmanlike appearance. No items shall be left or discarded elsewhere on the Site, or any other City sites. Items that are to be discarded shall be removed to approved dump areas.
3. To remove all surplus material, false Work, temporary structures, including foundations thereof, plants any description and debris of every nature resulting from his operations, and to put the Site in a neat, orderly condition before final payment. Such final cleanup Work shall be performed within the time specified for completion of Work, with such exceptions as may be approved in writing by the City. Unless otherwise provided in the Specifications, Contractor shall clean any portion of Work for which a separate time for completion is specified and the Site thereof to the above standards within the specified time, with such exceptions as may be approved in writing by the City.
4. To affect all cutting, fitting or patching of his Work required to make the same to conform to the plans and specifications and except with the consent of the City, not to cut or otherwise alter the Work of any other contractor.

B. Contractor shall, at no additional cost to the City:

1. Coordinate all of the Contractor's operations with, and secure approval from, the City before using any portion of the Site. Contractor shall assume full responsibility for any damage to any such land or area, or to the City or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work.
2. Cause its agents and employees to park their vehicles only at locations directed by the City. Contractor's agents and employees shall clean vehicles leaving the Site so as not to muddy roads in the vicinity of the Site. Vehicles shall be brought to the Site only in connection with necessary Work on the Project. In no event shall vehicles be brought to the Site outside normal working hours unless the City gives specific written permission in advance.

3. In connection with Contractor's operations, provide for the free flow of traffic over roads or streets in or adjacent to the Site. The Contractor shall keep roads and streets free from obstructions of any character that might present a hazard or interference with traffic and in such condition that traffic can be adequately accommodated. When operations in connection with the Work necessitates the closing of traffic lanes, Contractor shall arrange in advance with the City, any adjacent property owners affected, and appropriate local authorities for such closing and shall provide as necessary appropriate barricades, signs, markers, flares and other devices as may be required by the Engineer or the local authorities for traffic guides and public safety.
4. Provide facilities for its use and only at locations approved or directed by the City. Unless otherwise specified in the Agreement Documents, Contractor shall provide all power and lighting necessary for its Work, complying in all cases with local and national electrical codes, OSHA regulations, and any other applicable laws. The City shall direct the point or points to be used for service connection. Contractor shall provide telephone facilities for his own use and only at locations approved or directed by the City.
5. Unless otherwise specifically provided in the Agreement Documents, Contractor shall provide his own temporary facilities, including an office and a watertight, closed area for storage and protection of Materials and Equipment to be used for, or incorporated in, the Work, except as specifically agreed in the Agreement Documents. Contractor's shanties, material storage rooms, field offices and the like will be approved by the City and placed in locations designated by the City. If it becomes necessary during the course of the Work for Contractor to relocate his field operations, it will do so in an expeditious manner and at no additional cost.
6. Contractor shall take measures to control the blowing or spreading of dust, smoke, dirt, mud and refuse from its Work to avoid nuisance and inconvenience to others whether on or off the Site. These measures shall be in compliance with, without being limited to, all applicable laws, and shall be subject to the City's approval. Contractor shall furnish all necessary labor and Materials such as water, approved chemicals, and Equipment.
7. Contractor shall be responsible for the removal or drainage of all water interfering with the proper prosecution of his Work. It shall, at all times, assure such drainage and shall not be a nuisance or inconvenience to the City, other contractors or their Work, or the occupants or users of any other public or private area on or off the Site. This paragraph

supplements, and does not supersede, any drainage or dewatering called for elsewhere in the Agreement Documents.

8. Contractor shall not use permanent installed systems without permission of the City. If such permission is granted prior to completion of the Work, Contractor shall restore all parts of the system used by replacing materials, traps, valves, filters, motors, lamps, and the like to the extent that the City considers them to have been damaged or if their usefulness has been impaired or diminished by their temporary use by Contractor.
9. No part of any surface shall be loaded during construction with more weight than it can safely bear at the time. Should damage occur through violation of this requirement by Contractor, it shall be solely liable for such damage and any consequence.
10. It shall be Contractor's responsibility to receive and unload his Materials and pay all charges therefor, including, without limitation, demurrage or charges for delays in loading. Contractor shall instruct vendors or Suppliers making such deliveries exactly where they shall go. Contractor shall constantly keep the City advised of his Material delivery schedule and shall update it as required by the City so that Materials will be available to complete the Work on time. The Contractor shall schedule Material deliveries so as to interfere as little as possible with anyone else's Work on the Project but within the normal Work hours. Contractor shall require that Materials and Equipment delivered shall be identified with Contractor's name, purchase order, and identification numbers, as required by the Engineer. Contractor shall sign for all Materials delivered and shall be responsible for their safekeeping.

GC-20 PROTECTION OF AGREEMENT WORK

Contractor shall be responsible for:

1. Maintenance and protection of Work until final completion and acceptance, including, but not limited to, the storage of Materials and Equipment, erection of temporary structures and provisions for drainage as necessary to protect Work from injury, damage or loss.
2. Any injury, damage, or loss to Work resulting from the action of the elements or any other cause, irrespective of fault or negligence, excepting only such injury, damage, or loss as is caused solely by the negligence of willful misconduct of the City.

3. Protection of its Work and materials and the Work and materials of his Subcontractors from damage or injury from the weather.
4. Exercising due care to avoid injury or damage to the Work of other contractors on site.

Any portion of Work suffering injury, damage, or loss for which Contractor is responsible under 1, 2, 3 or 4, above, will be considered defective and shall be corrected or replaced without additional cost to City.

GC-21 DEFECTS IN THE WORK AND UNAUTHORIZED WORK

Contractor shall promptly remove from the premises all Work rejected by the City for failure to comply with Agreement Documents, whether incorporated in the construction or not, and Contractor shall promptly replace and re-execute the Work in accordance with Agreement Documents and without expense to City and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal, or replacement. All removal and replacement Work shall be done at Contractor's expense.

Any Work which may be done or Materials ordered by Contractor prior to receipt of Notice to Proceed, incorporation of previously rejected Work, Work done contrary to or regardless of the instruction of the City, extra Work performed without written authority from the City, Work done beyond the limits shown on the Plans, except as herein specified, or any extra Work done without written authority from the City, will be considered as unauthorized and will not be paid for unless accepted in writing by the City. Work so done may be ordered removed or replaced at the Contractor's expense.

If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Agreement Documents, and fails within three (3) days after receipt of Written Notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, after three (3) days following receipt by the Contractor of an additional Written Notice and without prejudice to any other remedy the City may have, make good such deficiencies and may further elect to perform and to complete all or any part of Work thereafter through such means as the City may select, including the use of a new contractor. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor, the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City on demand.

Minor, inconsequential defects may be waived in writing by the City, but the City's failure or refusal to exercise such authority shall not be subject to claim by Contractor. If a waiver will result in an appreciable saving of costs to Contractor, including costs of Work in place and potential costs of rejection and replacement under this clause, it will be made only upon an equivalent adjustment in compensation pursuant to Clause GC-42. Other defects may be waived

only as expressly authorized by Special Conditions or Technical Provisions which make provision for relief to the City for such waiver.

GC-22 GUARANTEE OF WORK AND MATERIALS

- A. The Contractor warrants to the City and the Engineer that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Agreement Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provision of the Agreement Documents. The Warranties set forth in this paragraph and elsewhere in the Agreement Documents shall survive final acceptance of the Work.
- B. Contractor shall warrant to Owner that all goods or equipment which Contractor is required to purchase under the Agreement and which contain embedded codes, chips, microprocessors, microcontrollers, clock circuits (including integrated circuits), computer operating systems, computer software, custom application programming, or other similar systems/technologies that calculate date or time data shall be Year 2000 Compliant in that they shall correctly and without failure, malfunction, or need for operator intervention, display, calculate, compute, and process date or time data before, during, and beyond December 31, 1999, including leap year.
- C. If within one (1) year after the Date of Final Completion and Final Acceptance of the Work by the City, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the Agreement Documents, any of the Work is found to be defective or not in accordance with the Agreement Documents, the Contractor shall correct it promptly after receipt of a Written Notice from the City to do so, unless the City has previously given the Contractor written acceptance of such condition. This obligation shall survive both final payment for the Work or designated portion thereof and termination of the Agreement. The City shall give such notice promptly after discovery of the condition.
- D. Without limiting the responsibility or liability of the Contractor under the Agreement, all warranties given by manufacturers on Materials or Equipment incorporated in the Work are hereby assigned by the Contractor to the City. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the City. The Contractor shall not obtain any Materials or Equipment under warranties, which do not run directly to the benefit of the City, and all such warranties shall be directly enforceable by the City.
- E. The foregoing warranties, and those contained elsewhere in the Agreement Documents or implied by law, shall be deemed cumulative and not alternative or exclusive. No one or more of them shall be deemed to alter or limit any other.

GC-23 TERMINATION OF AGREEMENT

GC-23.1 Bankruptcy or Insolvency

If Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property, or if he filed a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he refuses or fails to prosecute Work or any separable part thereof, with such diligence as will insure its completion within Agreement Time, or if he fails to complete said Work within said time, or if he disregards laws, ordinances, rules, regulations, directions or orders of any public body having jurisdiction over Work or if he disregards the authority of the City, or if he otherwise violates any provision of Agreement Documents, then City may terminate the Agreement without prejudice to any other right or remedy after giving Contractor a minimum of fifteen (15) days to either undertake the Work or pay the City for doing so.

If the surety does not commence performance thereof within fifteen (15) days from the date of the mailing to such surety of notice of termination, City may take over Work and prosecute the same to completion by contract or by Force Account for the account and the expense of Contractor and Contractor and his surety shall be liable to City for any excess cost incurred thereby, and in such event City may take possession of and utilize in completing Work, such materials, appliances, and plant as may be on the Site of Work and necessary therefor.

- (1) Preserve all Materials, Drawings and records and Plans at Site of the Work until notified in writing of those items, which will be used in completing Work.
- (2) Upon receipt of the foregoing notice, remove from Site of the Work all construction materials, equipment and plant not designated for use in such notice.
- (3) Assist the City in making an inventory of all Materials and Equipment in storage at the Site of Work, in route to the Site of Work, in storage or manufactured at other locations, and on order from Suppliers.

GC-23.2 City's Right to Stop the Work

If the Contractor fails to correct defective Work as required by the Agreement Documents, or fails to carry out the Work or supply labor or Materials in accordance with the Agreement Documents, the City, in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City and the Engineer to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity.

GC-23.3 Termination by the City for Contractor Default

- A. If the Contractor is adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper Materials, or fails to make prompt payment to Subcontractors or for Materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material violation of a provision of the Contract Documents, and fails within seven (7) days after receipt of written notice to commence and continue correction of such default, neglect or violation with diligence and promptness, the City, may, after seven (7) days following receipt by the Contractor of an additional Written Notice and without prejudice to any other remedy the City may have, terminate the employment of the Contractor and take possession of the Site and of all Materials, Equipment, tools, construction Equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.
- B. If the unpaid balance of the Agreement Price exceeds the costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City on demand. This obligation for payment shall survive termination of the Agreement.
- C. Termination of this Agreement pursuant to this GC-23 may result in disqualification of Contractor from bidding on future City contracts.

GC-23.4 Termination for Convenience of City

- A. The City may, at any time upon thirty (30) days Written Notice to the Contractor, terminate (without prejudice to any right or remedy of the City) the whole or any portion of the Work for the convenience of the City.
- B. If, after the Contractor has been terminated for default pursuant to Paragraph GC-23.3, it is determined that none of the circumstances set forth in Paragraph GC-23.3 exist, then such termination shall be considered a termination for convenience pursuant to Paragraph GC-23.4 A.
- C. If the City terminates the whole or any portion of the Work pursuant to Paragraph GC-23.3 A, then the City shall only be liable to the Contractor for those costs reimbursable to the Contractor in accordance with Paragraph GC-23.4 D, plus a markup of ten percent (10%) on the actual fully accounted costs recovered under Paragraph GC-23.4 D; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Agreement had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss.

D. If the City terminates the whole or any portion of the Work pursuant to Paragraph GC-23.3 A, the City shall pay the Contractor the amounts determined by the Engineer as follows:

1. An amount for supplies, services, or property accepted by the City pursuant to Clause GC-23.4 C.6, (or sold or acquired pursuant to Clause GC-23.5 C.7), and not heretofore paid for, and to the extent provided in the Agreement such amount shall be equivalent to the aggregate price for such Supplies or services computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges; and
2. The total of:
 - (a) The cost incurred in the performance of the Work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under Clauses GC-23.4 D.1 or GC-23.4 D.2(b);
 - (b) The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders, pursuant to Clause GC-23.4 C.5, which are properly chargeable to the terminated portion of the Agreement (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by Subcontractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under (a) above); and
 - (c) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Agreement and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this Agreement.

E. The total sum to be paid to the Contractor under this Paragraph GC-23.4 shall not exceed the Agreement Price as reduced by the amount of payments otherwise made, by the Agreement Price of Work not terminated and as otherwise permitted by the Agreement. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in this Paragraph GC-23.4, the fair value, as determined by the City, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the City, or to a buyer pursuant to Clause GC-23.5 C.7.

GC-23.6 General Termination Provisions

- A. If the City terminates the whole or any part of the Work pursuant to Paragraph GC-23.3, then the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- B. Should the Contractor default under any of the provisions of the Agreement, the Contractor and its surety will pay to the City such reasonable attorneys' fees as the City may expend as a result thereof and all costs, expenses and filing fees incidental thereto.
- C. After receipt of a notice of termination from the City, pursuant to Paragraph GC-23.3 or GC-23.4, and except as otherwise directed by the City, the Contractor shall:
 - 1. Stop Work under the Agreement on the date and to the extent specified in the notice of termination;
 - 2. Place no further orders or subcontracts for Materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated;
 - 3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
 - 4. Assign to the City in the manner, at the times and to the extent directed by the City, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City to the extent the Engineer may require, which approval or ratification shall be final for all the purposes of this Clause;
 - 6. Transfer title and deliver to the entity or entities designated by the City, in the manner, at the times and to the extent, if any, directed by the City, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the Work as had been terminated:

- (a) The fabricated or unfabricated parts, Work in progress, partially completed supplies, and Equipment, Materials, parts, tools, dies, jigs, and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of the Work terminated by the notice of termination; and
 - (b) The completed or partially completed Plans, Drawings, information, and other property related to the Work;
 - 7. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the City, any property of the types referred to in Clause GC-23.5 C.6; provided, however, that the Contractor:
 - (a) Shall not be required to extend credit to any buyer; and
 - (b) May require any such property under the conditions prescribed by and at a price or prices approved by the City; and, provided, further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the Work covered by this Agreement or paid in such other manner as the City may direct;
 - 8. Complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
 - 9. Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Agreement, which is in the possession of the Contractor and in which the City has or may acquire an interest.
- D. The Contractor shall preserve and make available to the City, at all reasonable times at the office of the Contractor, but without direct charge to the City, all its books, records, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor under the Agreement and relating to the Work terminated hereunder, all to the extent provided in GC-54 hereof, or, to the extent approved by the Engineer, photographs, microphotographs, or other authentic reproductions thereof.
- E. In arriving at any amount due the Contractor pursuant to Paragraph GC-23.3 or GC-23.4, there shall be deducted:
- 1. All unliquidated advance or other payments on account theretofore made to the Contractor applicable to the termination portion of this Agreement;

2. Any claim which the City may have against the Contractor;
 3. Such claim as the Engineer determines to be necessary to protect the City against loss because of outstanding or potential liens or claims; and
 4. The agreed price for, or the proceeds of sale of, any Materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of Clause GC-23.5 C.7 and not otherwise recovered by or credited to the City.
- F. If the termination, pursuant to Paragraph GC-23.4, be partial, the Contractor may file with the City a claim for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this Clause must be asserted within thirty (30) days from the effective date of the notice of termination.
- G. The Contractor shall refund to the City any amounts paid by the City to the Contractor in excess of costs reimbursable under Paragraph GC-23.4.
- H. The City may, at its option and the Contractor's expense, have costs reimbursable under Paragraph GC-23.4 audited and certified by independent certified public accountants selected by the City.
- I. The Contractor shall be entitled to only those damages and that relief from termination by the City as specifically provided in Article GC-23.

GC-24 SUSPENSION OF WORK

- A. The City may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the City.
- B. If the performance of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the City or Engineer in the administration of the Agreement, or by failure of any one of them to act within the time specified in the Agreement (or if no time is specified, within a reasonable time), an equitable adjustment shall be made for any increase in Contractor's costs of performance (excluding profit) and any increase in the time required for performance of the Work necessarily caused by such unreasonable suspension, delay, or interruption and the Agreement modified in writing accordingly. However, no equitable adjustment shall be made under this Paragraph for any suspension, delay, or interruption (pursuant to Paragraph GC-23.2), or for which an equitable adjustment is provided or excluded under any other provision of the Agreement Documents and no adjustment shall be made to the extent that performance would have

been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment under this Paragraph shall be allowed (1) before the Contractor shall have notified the City in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from an order issued "GC 23 A") and as practicable, the extent of such suspension, delay or interruption; and (2) unless the claims for increased costs or increased time required are asserted in writing to the City within ten (10) days after the termination of such suspension, delay, or interruption.

GC-25 COMMENCEMENT AND PROSECUTION OF THE WORK

Contractor shall, within ten (10) days after receipt from the City of a written Notice to Proceed, commence Work to be done under this Agreement. Contractor shall diligently prosecute Work and all portions thereof to completion within the times specified therefor. The capacity of Contractor's construction and manufacturing equipment and plans, sequence and methods of operations, and forces employed, including management and supervisory personnel, shall be such as to insure completion of Work within the specified time.

It is expressly understood and agreed by and between Contractor and City that Agreement Time for the completion of Work described herein is a reasonable time, taking into consideration the average climate and economic conditions and other factors prevailing in the locality of the Work.

GC-26 TIME

GC-26.1 Progress and Completion

- A. All time limits stated in the Agreement Documents are of the essence of the Agreement.
- B. The Contractor shall begin the Work within ten (10) days after the issuance of the Notice to Proceed. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion of the Work and Final Completion within the times stated in the Agreement Documents, including the Project Network Schedule.

GC-26.2 Delays and Extensions of Time

- A. Except as otherwise specifically provided under Paragraph GC-24 (Suspension of Work) or Paragraph GC-42 (Change Orders), the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect, or impact damages, including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the

part of the City or its agents. The Contractor shall be entitled only to extensions in the time required for performance of the Work as specifically provided in the Agreement.

- B. The Agreement Time shall be adjusted only for Changes in the Work (pursuant to Paragraph GC-42), Suspension of Work (pursuant to Paragraph GC-24) and excusable delays (pursuant to Subparagraph GC-26.2 C). In the event the Contractor requests an extension of the Agreement Time, he shall furnish such justification and supporting evidence as the City may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under the provisions of the Agreement. The City, after receipt of such justification and supporting evidence, shall make its findings of fact and decision thereon shall advise the Contractor in writing thereof. If the City finds that the Contractor is entitled to any extension of the Agreement Time, the City's determination as to the total number of days' extension shall be based upon the currently approved Project Network Schedule and on all data relevant to the extension as described in the Agreement Documents. Such data will be included in the next periodic updating of the schedule. The Contractor acknowledges and agrees that actual delays (due to changes, suspension of Work or excusable delays) in activities which according to the schedule, do not affect the Agreement Time, do not have any effect upon the Agreement Time and therefor will not be the basis for a change therein.
- C. Subject to other provisions of the Agreement Documents, the Contractor may be entitled to an extension of the Agreement Time (but not increase in the Agreement Price) for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its Subcontractors as follows:
1. Labor strikes including strikes affecting transportation, that do, in fact, directly and critically affect the progress of the Work; however, an extension of Agreement Time on account of an individual labor strike shall not exceed the number of calendar days of said strike;
 2. Acts of God, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed Work or stored materials;
 3. Abnormal weather; however, the Agreement Time will not be extended due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the City that there was greater than normal inclement weather considering the full term of the Agreement Time using a ten (10) year average of accumulated record mean values from climate to logical data compiled by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for Atlanta, Georgia, and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an effect upon the Agreement Time, the Contractor shall not be entitled to an extension of time;

4. Acts of the public enemy, acts of the state, federal, or local government in its sovereign capacity, and acts of another separate contractor in the performance of a agreement with the City relating to the Project; and
 5. Any act or neglect of the City or the Engineer or any of their employees.
- D. Other than pursuant to Paragraph GC-24 and Paragraph GC-42, no claims for extension of time for delay, disruption, interference or hindrance of the Work hereunder, or any portion thereof, shall be valid unless a notice of a claim is filed with the City within ten (10) days of the first instance of such delay, disruption, interference or hindrance and, in addition, unless a written statement of the claim as hereinafter described is filed with the City within twenty (20) days of such first instance; otherwise, all such claims are waived by the Contractor. In the case of a continuous cause of delay, only one written claim is necessary.
- E. Such notice of claim must clearly identify the instance of delay, disruption, interference or hindrance and an estimate of the probable effect of such delay on the progress of the Work.
- F. Such statement of the claim must provide all information required by the scheduling requirements of the Agreement Documents and further provide the following specific information:
1. Nature of the delay;
 2. Date (or anticipated date) of commencement of delay;
 3. Activities on the construction schedule affected by the delay, and/or new activities created by the delay and their relationship with existing activities;
 4. Identification of person(s) or organization(s) or event(s) responsible for the delay;
 5. Anticipated extent of delay; and;
 6. Recommended action to avoid or minimize the delay.
- G. The City shall receive and process such claims for extensions of time in accordance with the procedures set forth in Paragraphs GC-42 and GC-43, except that any Change Order issued shall only amend the time for completion.
- H. The failure of the Contractor to file any claims for extension of time within the time limits prescribed herein and in the form and manner required hereby shall be deemed a

material prejudice to the interests of the City and shall constitute an absolute waiver of the claim and the right to file or thereafter prosecute the same.

- I. If no schedule or agreement is made stating the date upon which written interpretations as set forth in the Agreement Documents shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after demand is made for them, and not then unless such claim is reasonable.
- J. To the extent that Contractor is entitled to additional compensation for delay, disruption, interference or hindrance under this Paragraph GC-26.2, an absolute condition precedent to such entitlement shall be strict compliance with all requirements and procedures for entitlement to an extension of time hereunder.

GC-26.3 Limitation of Damages

Under no circumstances shall Contractor be paid for extended home office overhead, lost use of capital, impairment of bonding capacity, loss of potential profit or any other indirect costs.

GC-27 RESPONSIBILITY FOR COMPLETION

GC-27.1 Duty to Accelerate

Subject to the other provisions of the Agreement Documents, the Contractor shall furnish such manpower, Materials, facilities, and Equipment and shall work such hours, including night shifts, overtime operations and Sunday and holidays, as may be necessary to ensure the prosecution and completion of the Work in accordance with the approved and currently-updated Project Network Schedule. If Work actually in place falls behind the currently updated and approved Project Network Schedule, and it becomes apparent from the current schedule that the Work will not be completed within the Agreement Time, the Contractor agrees that it will, as necessary or as directed by the City, take some or all of the following actions at no additional cost to the City to improve their progress:

- A. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, the backlog of Work;
- B. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing, sufficiently to substantially eliminate in the judgment of the City, the backlog of Work;
- C. Reschedule activities to achieve maximum practicable concurrency of accomplishment of activities; and
- D. Any other measure required by the schedule requirements of the Special Conditions.

In addition, the City may require the Contractor to submit a proposed revised Project Network Schedule demonstrating its program and proposed plan to make up lag in scheduled progress and to ensure completion of the Work within the Agreement Time. If the City finds the proposed plan not acceptable, the City may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are not satisfactory, the City may require the Contractor to take any of the actions set forth in this Paragraph GC-27.1 without additional costs to the City to make up the lag in scheduled progress.

GC-27.2 Acceleration by City's Forces

Failure of the Contractor to substantially comply with the requirements of Paragraph GC-27.1 may be considered grounds for a determination by the City and/or the Engineer that the Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified. In such case, upon forty-eight (48) hours prior Written Notice to Contractor, City shall have the right to furnish such additional labor and Materials as may be required to comply with the schedule and the Contractor shall be liable for such costs incurred by City.

GC-27.3 Set-Off of Acceleration Costs

Any monies due to the City under this Section may be set-off by the City against monies due from the City to the Contractor.

GC-27.4 Acceleration Remedies Cumulative

The remedies of the City set out in this Section GC-27 are in addition to, and without prejudice to, all other rights and remedies of the City including those stated elsewhere in the Agreement Documents.

GC-28 WORKING DRAWINGS, SHOP DRAWINGS, DATA ON MATERIAL AND EQUIPMENT, SAMPLES, AND LICENSES

GC-28.1 General

- A. Contractor shall submit to the Engineer for review and exception, if any, such working Drawings, Shop Drawings, test reports and data on Materials, licenses, and Equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of Work, including but not limited to, those working Drawings, Shop Drawings, data and samples specifically required elsewhere in the Specifications and Agreement Documents. Submittals are required for any product that becomes a part of or affects the permanent Work.

- B. Data on Materials and Equipment include, without limitation, Materials and Equipment lists, catalog data sheets, cuts, diagrams and similar descriptive material. Materials and Equipment lists shall give, for each item thereon, the name and location of the Supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- C. It is the duty of the Contractor to check all Drawings, data and samples prepared by or for him before submitting them for review. Drawings and schedules shall also be checked and coordinated with the Work of all trades involved. Drawings and other submittals originating from Subcontractors will be reviewed and checked similarly by the Contractor. Pursuant to this required review, Contractor shall indicate his approval, before they are submitted for review by the City, by affixing his stamp of approval, properly initialed and dated. All submittals shall be referenced to the applicable item, section or division of the Specifications.
- D. The Engineer's review of Drawings, data and samples submitted by Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The Engineer's review and exception, if any, will not constitute an approval of dimensions, quantities, and details of the Material, Equipment, device, or item shown.
- E. Contractor shall not begin any of the Work covered by a Drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him.
- F. The Construction schedule shall include respective dates for the submission of shop and work Drawings, the beginning of manufacture, testing and installation of Materials, Supplies and Equipment.
- G. Acceptable submittals will be marked "No Exceptions Taken." Submittals requiring minor corrections before the Material or Equipment is acceptable will be marked "Make Corrections Noted." The Contractor may order, fabricate or ship the items included in the submittal, provided the indicated corrections are made. Drawings must be resubmitted for review prior to installation of Equipment or use of Materials.
- H. Submittals marked "Amend and Resubmit" must be revised to reflect required changes and the initial review procedure repeated.
- I. The "Rejected - See Remarks" notation is used to indicate Materials or Equipment that are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable Materials or Equipment.
- J. Drawings on other submittals not bearing the Engineer's "No Exceptions Taken" notation shall not be issued to Subcontractors or utilized for construction purposes. No Work shall be done or equipment installed without a drawing or submittal bearing the "No

Exceptions Taken" notation. The Contractor shall maintain at the job site a complete set of Drawings and other submittals bearing the Engineer's stamp.

- K. In the event the Contractor obtains the City's approval for the use of Equipment other than that which is called for in the Agreement Documents, the Contractor shall, at his own expense and using methods approved by the City, make any changes to structures, piping and electrical work that may be necessary to accommodate this equipment.
- L. Contractor shall submit all Drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action.
- M. The review of Drawings and schedules will be general, but approval shall not be construed: (a) as permitting any departure from the Agreement requirements; (b) as relieving Contractor of responsibility for any errors, including details, dimensions, and Materials; and (c) as approving departures from details furnished by the City, except as otherwise provided herein.

GC-28.2 Shop Drawings

- A. When used in the Agreement Documents, the term "Shop Drawings" shall be considered to mean fabrication drawings, wiring and control diagrams, cuts, or entire catalogs, pamphlets, descriptive literature, and performance and test data. The Drawings shall be submitted using standard transmittal forms in accordance with detailed instructions furnished by the City. A separate transmittal sheet shall be used for reference to each item, section or division of the Specifications.
- B. The Contractor shall submit six (6) sets of each Shop Drawing for review. On electrical and instrumentation and control submittals the Contractor shall submit six (6) copies of each for review.
- C. Each Shop Drawing shall include the following:
 - 1. Number and title of the submittal;
 - 2. Date of Drawing or revision;
 - 3. Name of Project;
 - 4. Name of Contractor and or Subcontractor submitting Drawing and with its seal of approval;
 - 5. Specification title and number; and
 - 6. Clear identification of contents and location of the Work.
- D. Drawings for Work on utility facilities, streets and other facilities, which are constructed for owners other than the City; shall be coordinated so that information required by these owners is included on the Shop Drawings for their facilities.

- E. If Drawings show variations from Agreement requirements, Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in Agreement shall be implemented where appropriate. If Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the Work in accordance with Agreement, even though such Drawings have been reviewed.
- F. If the Drawings or schedules as submitted describe variations per Subparagraph GC-28.2 C.5, and show a departure from the Agreement requirements which the City finds to be in the interest of the City and to be so minor as not to involve a change in Agreement Price or time for performance, the City may return the reviewed Drawings without noting an exception.
- G. If no exceptions are taken by the City, each of the Shop Drawings will be identified by being so stamped and dated. Shop Drawings stamped "Rejected - See Remarks" and with required corrections shown, will be returned to Contractor for correction and re-submittal. On re-submittals, Contractor shall direct specific attention, in writing or on resubmitted Drawings, to revisions other than the corrections requested by the City on previous submissions. Contractor shall make any corrections required by the City. If Contractor considers any correction indicated on the drawings to constitute a change to the Agreement Drawings or Specifications, Contractor shall give Written Notice thereof to the City. At least two (2) copies of Drawings or data submittals will be returned to Contractor.
- H. When the Drawings or data submittals have been completed to the satisfaction of the City, Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the City.
- I. After final review in which there are no exceptions noted or referenced, and before final payment is made, Contractor shall furnish to the City two (2) sets of record Shop Drawings, all clearly revised and completed and brought up to date, showing the permanent construction as actually made and marked FINAL/AS-BUILTS. One (1) set of such Shop Drawings shall be either drawn in ink on tracing cloth, or reproduced on mylar from which clear prints can be made. The other set could be a complete paper print.
- J. Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of Work prior to the review, without exception, by the City of the necessary Shop Drawings.

GC-28.3 Working Drawings

- A. When used in the Agreement Documents, the term "Working Drawings" shall be considered to mean Contractor's plans, including a detailed narrative, for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for

such other work as may be required for construction but does not become an integral part of the Project.

- B. Copies of Working Drawings shall be submitted to the City where required by the Agreement Documents or requested by the City in accordance with subparagraph GC-28.2 C.2, and shall be submitted at least thirty (30) calendar days in accordance with subparagraph GC-28.1 L. (unless otherwise specified by the Engineer) in advance of their being required for Work.
- C. Working Drawings shall be signed by an engineer licensed to practice in the State of Georgia and shall convey, or be accompanied by, calculation of other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such Work, Working Drawings must have been reviewed to the satisfaction of the City, and each Working Drawing identified by the City with the Engineer's stamp of "No Exception Taken." Review of the Working Drawings by the Engineer will not relieve Contractor in any way from his responsibility with regard to the fulfillment of the terms of Agreement. All risks of error are assumed by Contractor. The City and the Engineer shall have no responsibility therefor.

GC-28.4 Record Agreement Drawings

Contractor shall keep one (1) record copy of all Agreement Documents, reference documents, and all technical submittals at the Site in good order and annotated to show all changes made during the construction process. Record Drawings shall be updated and kept current on a monthly basis by the Contractor. The record Drawings will be reviewed monthly by the City prior to approval of the Contractor's monthly pay request. At the completion of the Project and before final payment is made, Contractor shall furnish the City with one (1) set of electronic reproducible documents, reflecting all changes herein described. Changes to the reproducible Drawings shall be drafted in a neat and workmanlike manner similar to the drawings as originally provided to the Contractor. Upon request, the City will provide one (1) set of sepia's of the original Agreement Drawings, at no cost to Contractor.

GC-28.5 Samples

- A. Contractor shall furnish, for the approval of the City, samples required by the Agreement Documents or requested by the City. Samples shall be delivered to the City as specified or directed. Contractor shall prepay all shipping charges on samples. Materials or Equipment for which samples are required shall not be used in Work until approved by the City.
- B. Each sample shall have a label indicating:
 - 1. Name of Project;
 - 2. Name of Contractor and Subcontractor;
 - 3. Material or Equipment Represented;

4. Place of Origin;
 5. Name of Producer and Brand (if any); and
 6. Location in Project.
- C. Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in Subparagraph 2 above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the City. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Agreement requirement. Substitutions will not be permitted unless they are considered to be to the City's best interest.
- D. Approved samples not destroyed in testing shall be sent to the City or stored at the Site of the Work. Approved samples of the hardware in good condition will be marked for identification and may be used in the Work. Materials and Equipment incorporated in the Work shall match the approved samples. Samples which failed testing or were not approved will be returned to Contractor at its expense, if so requested at time of submission.
- E. The Contractor will provide architectural samples to the City in a composite color board format for review and color coordination. These samples shall be of the precise Material and color specified and of sufficient size for comparison to other material samples.
- F. Custom colors and coatings may be required to complete the Project within acceptable architectural standards. The Contractor shall comply with the Architect's selection and provide Materials that precisely match the approved samples.

GC-28.6 Operation and Maintenance Manuals

- A. Operation and maintenance manuals are operator and shop maintenance instructions that enable an average journeyman mechanic without prior knowledge of the specific type, make, or model to maintain and repair the Equipment. The manuals shall include repair parts data that provides positive identification for an item of the complete Equipment without reference to the manufacturer or dealer facilities to identify ordering part numbers in support of procured Equipment.
- B. Preparation Instructions: An operation and maintenance manual set is required to cover each specific make, model, year and serial numbered piece of Equipment scheduled for delivery under terms of this Agreement. It is the intent of these requirements to use standard commercial manuals modified to meet the minimum Specification set forth herein. The manuals shall provide instructions, illustrations, and other associated data for operations, preventive and corrective maintenance and repair, including a complete catalog of parts used in the assembly of the end item. The manuals provided shall contain complete instructions and information as set forth below for all equipment components, assemblies, subassemblies, attachments, and accessories manufactured by the prime

Supplier or those purchased by the prime Supplier from other sources and assembled in the finished end item.

- C. Contents of Operation and Maintenance Manuals: The contents of complete set of manuals shall include, at a minimum, the following:
- (a) Table of Contents;
 - (b) Operating instructions;
 - (c) Preventive maintenance, service, and corrective maintenance or repair instructions;
 - (d) Parts list with recommended quantity; and
 - (e) Approved Shop Drawing(s).
- D. Binding and Delivery: The manual(s) shall be bound or otherwise securely enclosed in an oil and moisture resistant binder(s). Each binder cover shall indicate in bold type the manufacturer's name, contract number, model number, and serial number of the unit or equipment. Five (5) copies of the manual(s) shall be delivered with the Shop Drawings and must be approved with the Shop Drawings.

GC-29 CONTRACTOR'S TITLE TO MATERIALS

No Materials or supplies for the Work shall be purchased by Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which all interest is retained by the seller. Contractor warrants that he has good title to all Materials and supplies used by him in the Work, free from all liens, claims or encumbrances.

GC-30 INSPECTION AND TESTING OF MATERIALS

All Materials and Equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with accepted standards and the requirements of the Agreement Documents. The laboratory of inspection agency shall be provided by the Contractor and approved by the City for these tests. Additional tests performed after rejection of Materials or Equipment shall be at the Contractor's expense.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with Specifications and suitability for uses intended, but failure to inspect Materials will in no way waive the City's right to reject defective Materials or to condemn Work in which they are used. The Contractor will provide for travel expenses, factory performed testing and set up costs for the factory inspection and testing of all major architectural elements, mechanical, electrical or process equipment. A factory visit for both designers' representative and City's representative may be required. No funds for stored materials or fabrication items will be released until the factory inspection is completed and a certified pay request is submitted.

All tests performed by Contractor shall be witnessed by the City unless the requirement therefor is waived in writing. Contractor shall give the City reasonable advance notice of all such tests. The City may perform additional tests on materials tested by Contractor, and Contractor shall furnish samples for this purpose as requested.

GC-31 MATERIALS AND EQUIPMENT

Contractor shall furnish all Materials and Equipment to be incorporated into the Work. Only Materials and Equipment conforming to the requirements of the Drawings and Specifications shall be incorporated into the Work. Except as otherwise specified or approved in specific instances, all such Materials and Equipment shall be new and unused and of the highest quality available. Materials and Equipment for which no specific requirements are given in the Drawings or specifications shall be those best suited for the specified use, considering function, strength, durability and resistance to corrosion. Manufactured Materials and Equipment shall be obtained from sources which are currently manufacturing such Materials or Equipment, except as otherwise approved in specific instance.

If so ordered by the Engineer, sources of Materials shall be approved by him before delivery from those sources is commenced. Approval of a source of Materials may be withdrawn by the Engineer at any time that the Materials delivered from that source are found to be defective, and Contractor shall thereupon cease all deliveries from that source.

Manufacturer's warranties, certifications, guarantees, manuals, instruction sheets and parts lists provided with materials and equipment shall be furnished to the Engineer before final payment is made.

GC-32 STORAGE OF MATERIALS AND EQUIPMENT

Materials and Equipment to be incorporated in the Work shall be stored in such a manner as to preserve their quality and fitness for incorporation in the final project. They shall be stored in a manner acceptable to the Designer and Owner and in an accessible facility that allows inspection. If at any time the City determines that any Materials or Equipment are not being properly stored, they may issue a directive to correct the storage or reject the Material for incorporation in the Project under GC-23. No additional payment will be made for storage requirements. No payment will be made on Materials stored improperly or replaced due to improper storage.

No Equipment may be stored outside without the express written permission of the City on that specific piece of equipment stating that unit's unique I.D. numbers.

For any Equipment or units that have rotating parts or bearing assemblies and must be stored for more than sixty (60) days, the Contractor shall set up a schedule to manually rotate the units every fifteen (15) days and maintain a log certification to preserve the service life and warranties.

GC-33 REPORTS, RECORDS, AND DATA

GC-33.1 General

Contractor shall submit to the City schedules of quantities and costs, progress schedules, reports, estimates, records, certificates, and other data as the City may request concerning Work performed or to be performed under this Agreement.

GC-33.2 Payroll Reports

Contractor shall be required to furnish weekly payroll reports to the City, certifying conformance with the wage rates listed in the Specifications. The requirement applies to Contractor and its Subcontractors. These reports shall show completed payroll information, and such certificates and statements of compliance as required in the Federal Labor Standards and by the City relative to payrolls. The schedule of wage rates shall be posted on a bulletin board available to the workers.

GC-33.3 Contractor's Daily Reports

As soon as Contractor has started Work on the Project, he shall submit to the City written daily reports of the Work performed the previous day by its employees, including the employees of Subcontractors.

The reports shall be prepared by Contractor's representative and shall bear his signature. Each report shall contain the following information:

- (a) Work items and references to payment items;
- (b) Work forces and construction Equipment employed;
- (c) Materials and Equipment installed; and
- (d) Work performed by Subcontractors.

GC-34 CONTRACTOR'S SUPERVISION OF THE WORK

GC-34.1 General

Contractor shall provide competent, efficient supervision of the Work. All Work shall be performed in a skillful, workmanlike and orderly manner, and Contractor and his supervisory personnel shall enforce this requirement at all times.

GC-34.2 Contractor's Representative

Before beginning Work, Contractor shall notify the City in writing of one (1) person within his organization, satisfactory to the City, who shall have complete authority to supervise Work, to receive orders from the City, and to represent and act for Contractor in all matters arising under

Agreement. Contractor shall not remove his representative without first designating, in writing, a new representative, who meets all of the foregoing requirements.

Contractor's representative shall normally be present at or about the Site of Work while the Work is in progress. Before leaving the Site of Work for any extended period, whether or not the Work is in progress, Contractor's representative shall notify the City, in writing, of the designation of an assistant, satisfactory to the City, with full authority to act for the representative in his absence, or shall make substitute arrangements satisfactory to the City. When neither Contractor, his representative, nor the representative's authorized assistant is present on a part of Work, the superintendent, foreman, or other employee or Contractor in charge of that part of the Work shall be an authorized representative of the Contractor for the purposes set forth above.

GC-35 SUBCONTRACTORS AND SUPPLIERS

Contractor may utilize the services of specialty Subcontractors on those parts of Work that, under normal contracting practices, are performed by specialty Subcontractors, except as otherwise required by the Agreement Documents.

In addition to the designation of Subcontractors in the proposal documents, Contractor shall submit to the City a listing of the Subcontractor name, full address and telephone number, contact person, class or trade of work, list of similar past projects worked on, including reference names, telephone numbers, and other information as applicable to that contractor and the provisions of the Agreement Documents. Contractor shall make Subcontractor submittals sufficiently in advance of construction requirements to provide the Engineer and City with no less than sixty (60) days for review and appropriate action.

Neither Contractor nor any Subcontractor shall award Work to any Subcontractor without prior written approval of the City. Contractor shall be as fully responsible to the City for the acts and omissions of all Subcontractors and Suppliers, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to Work to bind Subcontractors and Suppliers to Contractor by the terms of the General Conditions and other Agreement Documents, insofar as applicable to the work of Subcontractors and Suppliers, and to give Contractor the same power as regards terminating any subcontract that the City may exercise over Contractor under any provisions of the Agreement Documents.

Nothing contained in this Agreement shall create any contractual relation between any Subcontractor, Supplier and the City. The Contractor shall not award more than seventy-five percent (75%) of the Work to Subcontractors.

GC-36 INSPECTION OF WORK

GC-36.1 General

All of Work shall be subject to inspection by the City for conformity with the Drawings and Specifications. Working Drawings, Shop Drawings, data on Materials and Equipment, and material samples will be reviewed under Clause GC-28. Inspection of the balance of Work will be in accordance with this article, unless otherwise expressly indicated. Material tests conducted pursuant to Clause GC-30 and all other specified tests will be considered part of the inspection process and shall be subject to all of the provisions of this clause.

GC-36.2 Engineer's Access to Work

The Engineer shall have access to, and may inspect Work at all times and places. He shall have access to, and may inspect, Materials and Equipment to be incorporated in Work at all times at the place of production or manufacture and at the shipping point, as well as at Site of Work.

The Engineer will designate the Materials and Equipment to be inspected at the place of production or manufacture. Contractor shall give the Engineer fourteen (14) days advance written notice of the start of manufacture or production of Materials and Equipment so designated. The Engineer's failure to so designate Materials and Equipment shall in no way limit his right to inspect them at the place of production of manufacture.

Contractor's Materials and Equipment contacts shall include a notice to the Supplier or Subcontractor of the inspection requirements of this clause.

GC-36.3 Cooperation And Safety

The Engineer will perform inspections in such manner as not to delay Work unnecessarily, and Contractor shall perform the Work in such manner as not to delay inspection unnecessarily. Contractor shall give the Engineer reasonable advance notice of operations requiring special inspection of a portion of Work at any time by reasonable advance notice to the Engineer.

If requested by the Engineer, the Contractor shall submit written certification, in a form approved by the Engineer, that he has inspected the Work prior to inspection by the Engineer, and that it complies with the Agreement Documents.

Contractor shall bear any additional inspection costs resulting from Contractor's failure to have a portion of Work ready for inspection at the time requested by Contractor for its inspection, or from reinspection of any previously rejected portion of Work where the defects requiring such rejection were due to the Contractor's fault or negligence. Such costs may be deducted, in whole or in part, from any money due or that may become due Contractor under this Agreement.

Contractor shall furnish the Engineer all reasonable facilities for his safety and convenience in inspecting the Work, at all times and at all places where inspection may take place. If the

Engineer finds that conditions are unsafe for inspection at a particular location, he may, upon notice to Contractor, refuse to inspect in that location until such conditions are corrected. Contractor shall bear any additional costs incurred to permit subsequent inspection of any portion of Work covered or completed at the location before correction of the conditions, whether or not such portion of Work is found to meet Agreement requirements.

GC-36.4 Inspection of Covered or Completed Portions of Work

If so ordered in writing by the Engineer, Contractor shall uncover, remove, tear out, or disassemble, in whole or in part, any covered or completed portion of Work to permit its inspection. If that portion of Work is found to be defective or unauthorized, Contractor shall bear all costs of uncovering, removal, tearing out, or disassembly, and the provisions of Clause GC-21 shall apply. If such portion of the Work is found to conform with the Agreement Drawings and Specifications, it shall be recovered, replaced, reassembled, or otherwise restored by Contractor to its original condition and, except as stated below, all Work required in connection with the inspection will be considered extra Work under Clause GC-41. If such portion of Work was covered or completed without the approval of the Engineer, where such approval was required by the Specifications or required in advance by the Engineer, Contractor shall bear all costs involved in the inspection, notwithstanding conformance of such portion of Work with the Agreement Drawings and Specifications.

GC-36.5 Inspection Not a Waiver or Acceptance

Neither the inspection nor lack of inspection of any portion of the Work, nor the presence or absence of the Engineer during performance of any of the Work, nor acceptance of the whole or any part of the Work by the Engineer, nor any possession taken by the City or its employees shall operate as a waiver of any provision of this Agreement or any power herein reserved to City or any rights to damages herein provided. Should an error in the estimate, or conclusive proofs of defective Work or materials used by or on the part of Contractor be discovered after the final payment has been made, the City reserves the right to claim and recover by process of law such sums as may be sufficient to correct the error or to make good the defects in the Work and Materials.

GC-36.6 Correction of Non-Compliant Work

If the Contractor is found to have Work that fails to meet the intent of the Plans and Specifications, or is in other aspects unsuitable he may be issued a notice of non-compliance on that portion of the Project Work. The Contractor shall remedy the defective or incorrect Work within twenty-four (24) hours unless a different schedule is agreed to in writing. This non-compliance status may be issued on temporary installations that fail to protect the Work or site conditions.

GC-37 CITY'S AUTHORITY

The City shall have authority to decide all questions as to interpretation and fulfillment of Agreement requirements, including, without limitation, all questions as to the prosecution, progress, quality and acceptability of Work. The City may implement and enforce its decisions by orders, instructions, notices, and other appropriate means.

Any oral decision, order, instruction, or notice of the City will be confirmed in writing. Such confirmation shall state the specific subject of the decision, order, instruction, or notice and its date, time, place, author and recipient. All communications between City and Contractor or its representative will be through the City.

Inspectors may be appointed to inspect all Materials used and all Work done. Such inspection may extend to all or any part of the Work and to the preparation or manufacture of the Materials to be used. Inspectors will not be authorized to approve or accept any portion of the completed Work or to issue instructions contrary to the Plans and Specifications. Inspector will have authority to reject defective Material and to suspend Work that is being improperly done, subject to the final decision of the City. Inspector shall, in no case, act as foreman or perform other duties for Contractor.

GC-38 PROGRESS PAYMENTS

GC-38.1 Progress Estimates

The Contractor shall submit to the Engineer for approval, in the form directed or acceptable to the Engineer, a complete schedule of values of the various portions of the Work, including quantities and unit prices, aggregating the Agreement Price (except in cases and to the extent that accepted unit prices form the basis of payment). The schedule shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction and to coordinate with the progress schedule required under the Special Conditions, and shall be supported by such data to substantiate its correctness as the Engineer may require. Each item in the schedule of values shall include its proper share of overhead and profit. An unbalanced breakdown providing for overpayment to the Contractor on items of Work which would be performed first will not be approved. The schedule of values, when approved by the Engineer, shall be used only as a basis for the Contractor's monthly request for payment and shall not be used for additions to or deductions from the Agreement Amount.

Subject to the provisions of this clause, Contractor shall prepare a written report for the Engineer's approval, on City furnished forms, of the total amount of value of Work performed under the proposal items of Agreement to the time of such estimate and in accordance with the progress report based on the approved schedule.

No progress estimate or payment shall be considered an approval or acceptance of any work performed, material, or equipment furnished. All estimates and payment will be subject to correction in subsequent estimates and the final estimate.

Progress payments will be made for all completed activities and for suitably stored materials as herein provided.

GC-38.2 Progress Payments

Upon completion of each monthly estimate of Work performed and Materials furnished, the Engineer, subject to the provisions of the Agreement Documents, shall recommend payment to the Contractor for the estimated value of such Work, Materials and Equipment, less the amount of all prior payments and all liquidated damages and other amounts to be deducted or retained under the Agreement. Contractor will be paid one hundred (100%) percent, less retainage, of the cost of Materials received and properly stored but not incorporated into the Work. Payments for Materials or Equipment stored on the Site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Engineer to establish the City's title to such Materials or Equipment or otherwise protect the City's interest, including applicable insurance. No progress estimate or payment needs to be made when, in the Engineer's judgment, the increment in the estimated value of Work performed and Materials and Equipment furnished since the preceding estimate is less than Ten Thousand Dollars (\$10,000.00). Contractor will be paid on or before the twenty-fifth day following receipt of the approved estimate.

GC-38.3 Retention from Progress Payments

The amounts retained by the City from each progress payment shall be as follows:

- A. Withholding ten percent (10%) of the estimated value of the Work performed until the progress payments including retainage total fifty percent (50%) of the Agreement Price.
- B. After progress payments, including retainage, total fifty percent (50%) of the Agreement Price, no more retainage shall be withheld, provided that the Engineer determines that the Contractor is making satisfactory progress to ensure completion of the Work within the times specified therefor, and that the Contractor is performing the Work within the requirements of the Agreement Documents.
- C. Upon receipt of written request from the Contractor, the City may reduce retainage to the Contractor for payment of retainage to Subcontractors who have completed their Work. If such retainage is released, the Contractor shall furnish the City with an affidavit certifying that all monies due the Subcontractor have been paid. If the City determines that the released retainage has not been paid to the Subcontractor, the amount released shall be reinstated.
- D. The City may reinstate ten percent (10%) withholding if the Engineer determines that the Contractor is not making satisfactory progress to ensure completion of the

work and all portion thereof within the times specified therefor, or if there is other specific cause for such withholding.

GC-38.4 Additional Payment Conditions

- A. The submission and approval of the Project Network Schedule and periodic updates thereof, as required by the Schedule requirements of the Special Conditions, shall be an integral part and basic element of the application upon which Progress Payments shall be made. The Contractor shall be entitled to Progress Payments only as determined from the currently approved and updated schedule.
- B. The Contractor shall promptly pay each Subcontractor upon receipt of payment from the City, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to their Subcontractors in similar manner.
- C. The City may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the City on account of Work done by such Subcontractor.
- D. Neither the City nor the Engineer shall have any obligation to pay or to see to the payment of any Subcontractor, except as may otherwise be required by law.
- E. No certification of Progress Payment (any progress payment), or any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not fully in accordance with the Contract Documents.
- F. Any and all funds paid to Contractor pursuant to the City-Contractor Agreement are hereby declared to constitute trust funds in the hands of Contractor, to be applied first to the payment of claims of Subcontractors, laborers, and Suppliers arising out of the Work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance, before application to any other purpose. Whenever required by the Engineer, it shall be the duty of Contractor to file with the Engineer a verified statement, in form satisfactory to the Engineer, certifying the amounts then due and owing from Contractor for labor and materials, setting forth therein the names of the person whose charges or claims for labor or materials are unpaid, and the undisputed amount due to each respectively.
- G. No payments made hereunder by City to Contractor prior to Final Payment shall be deemed conclusive as to the actual value of the Work performed by Contractor or of Contractor's performance of the Agreement.

- H. City reserves the right to issue any Progress Payment and Final Payment by check jointly to Contractor and any Subcontractor or Supplier at City's option.
- I. Should the City fail to issue any Progress Payment within sixty (60) days of approval of an acceptable monthly estimate of Work performed and Materials furnished, annual interest on the payment amount may accrue at the Prime Rate, plus one percent.
- J. The Prime Rate shall be based on that published in the Wall Street Journal on the first business day of January or June, whichever has most recently passed, of the current year. This clause shall supersede the Georgia Prompt Payment Act and any modifications or successors to it. Nothing stated herein shall invalidate any other conditions of Progress Payment approval.

GC-38.5 Payments Withheld

- A. The City may decline to approve payment and may withhold any payment, in whole or in part, to the extent necessary to reasonably protect the City from loss because of:
 - 1. Defective Work not remedied;
 - 2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
 - 3. Failure of the Contractor to make payments properly to Subcontractors, or for labor, Materials or Equipment;
 - 4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement Price;
 - 5. Damage to the City or another contractor;
 - 6. Reasonable evidence that the Work will not be completed within the Agreement Time;
 - 7. Persistent failure to carry out the Work in accordance with the Agreement Documents;
 - 8. Failure of the Contractor to fully comply with the Schedule requirements of the Special Conditions;
 - 9. Failure to comply with insurance and safety requirements; or
 - 10. Failure to keep current "As-Built" Records.
- B. When the grounds in Paragraph GC-38.5 A., above are removed, payment shall be made for amounts withheld because of them.

GC-39 SUBSTANTIAL COMPLETION ("Substantial Completion")

GC-39.1 Certificate of Substantial Completion

When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the City, is Substantially Complete as defined in Paragraph GC-3, the Contractor shall prepare for the Engineer a list of items to be completed or corrected. The failure to include any items on

such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement Documents. When the Engineer, on the basis of an inspection, determines that the Work or designated portion thereof is Substantially Complete, they will then prepare a Certificate of Substantial Completion of the Work which shall establish the Date of Substantial Completion of the Work, shall state the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance and shall fix the time within which the Contractor shall complete the items listed therein. The Certificate of Substantial Completion of the Work shall be submitted to the City and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

GC-39.2 Retainage Adjustment

Upon Substantial Completion of the Work or designated portion thereof, and upon application by the Contractor and approval by the Engineer, the City shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Agreement Documents and in accordance with the City-Contractor Agreement.

GC-39.3 Warranty Commencement

Warranties required by the Agreement Documents shall commence on the Date of Final Completion of the Project or designated portion thereof unless otherwise provided in the certificate of Substantial Completion of the Work or designated portion thereof.

GC-39.4 Waiver of Claims

The acceptance of Substantial Completion payment shall 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 the application for payment for the Substantial Completion payment, and except for the retainage sums due at final acceptance.

GC-40 FINAL PAYMENT ("Final Payment")

GC-40.1 Certificate for Final Payment

Following the Engineer's issuance of the certificate of Substantial Completion of the Work or designated portion thereof, and the Contractor's Completion of the Work, the Contractor shall forward to the Engineer a Written Notice that the Work is ready for final inspection and acceptance, and shall also forward to the Engineer a final Application for Payment. Upon receipt, the Engineer will make the necessary evaluations. When the Engineer finds the Work acceptable under the Agreement Documents and the Agreement fully performed, the Engineer will issue a certificate for Payment that will approve the Final Payment due the Contractor.

GC-40.2 Final Payment Conditions

Neither the Final Payment nor the remaining retainage shall become due until the Contractor submits to the Engineer:

1. An affidavit that all payrolls, bills for Materials and Equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied;
2. Consent of surety, if any, to Final Payment;
3. Clear title for all vehicles and/or trailers, if any, to remain as City property;
4. Complete set of as-built record Drawings;
5. Documentation for all state sales taxes paid by Contractor including completed State Department of Revenue Refund forms and all necessary back up documentation required by the Department of Revenue;
6. If required by the Engineer or City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the Engineer or City. If any Subcontractor refuses to furnish a release or waiver required by the Engineer or City, the Contractor may furnish a bond satisfactory to the City to indemnify the City against any such loss. If any lien or indebtedness remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, or other indebtedness including all costs and reasonable attorneys' fees; and
7. As a condition of Final Payment on the Project, the Contractor shall, prior to final payment, complete and submit to the City, all of the invoice documentation and the State of Georgia Revenue Department forms required to obtain the sales tax refund on all applicable equipment expenditures. This submittal shall include the certified forms and auditable back-up necessary to substantiate the expenditures for State refund.

GC-40.3 Waiver of Claims by City

The making of Final Payment shall, after the Date of Substantial Completion of the Project, constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens and third party claims against the City or the Engineer;
2. Faulty or defective Work appearing after Substantial Completion of the Work;
3. Failure of the Work to comply with the requirements of the Agreement Documents;

4. Terms of any special warranties required by the Agreement Documents; or
5. Damages incurred by the City resulting from lawsuits brought against the City, the Engineer, or their agents, employees, or representatives because of actions or omissions on the part of the Contractor, his Subcontractors, Suppliers, or any of their employees, agents, or representatives.

GC-40.4 Waiver of Claims by Contractor

The acceptance of Final Payment shall, after the Date of Substantial Completion of the Project, 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 the Final Application for Payment.

GC-41 CHANGES AND EXTRA WORK

GC-41.1 Authority For Changes

The Engineer may make changes in the Drawings or Specifications and in the quantities of Work to be done under the Agreement.

GC-41.2 Change Orders

Without invalidating the Agreement, the Engineer may at any time, or from time to time, by written order, order additions, deletions, or revisions in the Work. These will be authorized by Change Orders. Upon receipt of the Change Order, Contractor shall promptly proceed with the Work involved. If any price or scope of the Work or an extension or shortening of the Agreement Time is involved, an equitable adjustment will be made within the Change Order. In the event the Agreement Price is increased by Change Order, the penal amount of the Payment and Performance Bonds shall be increased as provided for in Appendix B. All changes in the Work authorized by Change Order shall be performed under the applicable Conditions of the Agreement Documents.

GC-41.3 Written Notice

The Engineer may, at the request of Contractor, issue interpretations, clarifications and other instructions as to the intent of the Agreement Documents, in the form of Written Notices. The Engineer may also, at any time, make changes in the details of the Work by issuance of a Written Notice. Upon receipt of such a Written Notice containing interpretations clarifications and other instructions, Contractor shall proceed with the Work and comply with the Written Notice unless Contractor believes that such Written Notice entitles him to a Change in Agreement Price or Time or both.

Should Contractor believe that such Written Notice entitles him to change in Agreement Price or Time, or both, he shall give the Engineer notice in writing thereof within seven (7) days after receipt of the Written Notice. Thereafter within thirty (30) days, Contractor shall document the

basis for the change in Agreement Price or Time. The Engineer shall render a timely, written decision on the Contractor's request for a change in Agreement Price or Time. Should the Engineer determine that the Contractor is not entitled to a change in Agreement Time or Price, the Contractor shall proceed as directed upon receipt of the Engineer's decision. Failure to proceed shall constitute a breach of Agreement and shall be a cause for the termination of the Agreement. Request for a Change Order arising out of a Written Notice will not be considered without the attachment thereto of a copy of the referenced Written Notice. No claim by Contractor will be allowed if asserted after Final Payment under this Agreement.

GC-41.4 Extra Work

Extra Work consists of new and unforeseen Work determined by the Engineer not to be covered by any of the various items for which there is a proposal price or by combination of such items.

GC-41.5 Variation In Quantities

Wherever the estimated quantities of work to be done and materials to be furnished under this Agreement are shown in any of the documents including the Bid, they are given for use in comparing proposals and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by City to complete the Work contemplated by this Agreement, and such increase or diminution shall in no way vitiate this Agreement, nor shall any such increase or diminution give cause for claims or liability for damages.

GC-42 CHANGE ORDERS

GC-42.1 General

The Agreement Price may only be changed by a Change Order. Each change will be set forth in a Change Order prepared by the Engineer and approved by City. Change Order will specify (a) all additional work to be done and work to be omitted, if any, in connection with the change; (b) the basis of compensation to the Contractor for additional or omitted work; and (c) any adjustment of the time of completion of the Work. If the Engineer determines that a change requiring additional Work will cause delay in completion of Work, the Engineer will grant an equitable time extension for the changed Work, or a subsequent Change Order may be issued at such time as the extent of such delay can be determined.

Upon receipt of a Change Order, Contractor shall comply therewith and perform each item of Work set forth therein, furnishing all labor, Material, and Equipment necessary therefor, in the same manner as if such Work were originally included in the Agreement. In the absence of a Change Order, Contractor shall not be entitled to payment or an extension of the time of completion on account of any changes made.

GC-42.2 Methods Of Payment

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Agreement Price shall be determined by the following method which is most advantageous to City, as determined by the Engineer:

- A. Where the Work involved is covered by unit prices contained in Agreement Documents, by application of unit prices to the quantities of the items involved;
- B. By mutual acceptance of a lump sum, based on a detailed breakdown of anticipated costs plus Contractor's fee for overhead, small tools, and profit. The Contractor and all Subcontractors shall be entitled to the same fees as specified in Section GC-42.2 C. and GC-42.3 E; or
- C. On the basis of the actual cost of the Work plus a Contractor's fee for overhead, small tools and profit. This method of payment is herein referred to as Force Account Work, and is further described in GC-42.3. Contractor's fee for Force Account Work performed by his own forces shall be twenty percent (20%) for direct labor and payroll burdens; five percent (5%) for all purchased material; and Contractor's fee for subcontracted work shall be as defined in Section GC-42.3 E.

GC-42.3 Force Account Work

When authorized by a Change Order, Contractor may perform Work on a Force Account basis and will be paid actual costs and a fee for properly allocated charges which may include labor, bond premium, supplies and Materials, Equipment and subcontract billings, incurred in the performance of such Force Account Work as more particularly described below:

- A. Labor: For all labor and for foremen in direct charge of the specific operations, Contractor shall receive the actual rate of wage in effect at the time the Force Account Work is performed for each and every hour that said laborer and foreman are actually engaged in such Work. Said agreed rate shall be no higher than that regularly paid the employee. A foreman shall not be used where there are fewer than two (2) laborers employed, except with the written consent of the Engineer. Contractor shall receive the actual costs paid to or in behalf of workmen, by reason of fringe benefits, including but not limited to, social security contribution, unemployment, excise and payroll taxes, workmens' compensation, health and retirement benefits, sick leave, vacation and holiday pay. Expenses of working after hours, on holidays or on Saturdays and Sundays, shall be included to the extent authorized by the Engineer. Subsistence and travel allowance where required by collective bargaining agreements shall be included.

The charges for labor shall include all classifications through foremen when engaged in the actual and direct performance of the Work. They shall not include charges for such overhead personnel as assistant superintendents, superintendents, office personnel, timekeepers, and maintenance mechanics.

B. Bonds and Insurance: For bonds and insurance premiums or increases thereto necessitated by the Force Account Work, Contractor shall receive the actual cost to which no percent shall be added. Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond and insurance.

C. Materials: For materials accepted by the Engineer and used as an integral part of the finished Work, Contractor shall receive the actual cost of such Materials delivered on the Work, including transportation charges paid by him, exclusive of machinery rentals as hereinafter set forth.

If Materials are procured by Contractor by a method that is not a direct purchase from and a direct billing by the actual Supplier, the cost of such Material shall be deemed to be the lowest current wholesale price at which such Materials available in the quantities concerned and delivered to the site of the Work.

For other Materials used in the construction that are not an integral part of the finished Work, such as, but not limited to, sheeting, false Work and form lumber, Contractor shall be reimbursed in the amount agreed upon by the Engineer before such Work is begun. The salvage value of such material will be taken into consideration in determining the amount of reimbursement.

D. Equipment: Contractor will be paid for the use of Contractor owned or rented Equipment at seventy percent (70%) of the suggested monthly rental rates listed for such Equipment in the Rental Rates for Construction Equipment Blue Book (published by Data Quest), except as modified below, which edition shall be the latest edition in effect at the time of commencement of the Force Account Work. Hourly rental rates shall be calculated by dividing the listed monthly rates as modified above by 176 hours. The rental rate for Equipment used in excess of eight (8) hours per day, shall be at the rate of fifty percent (50%) of the hourly rates as calculated above. The rental rates for standby Equipment, when authorized by the Engineer, shall be at the rate of fifty percent (50%) of the hourly rate for Equipment in use eight (8) hours per day. No payment of rentals for standby Equipment will be made for more than eight (8) hours per working day and no payment will be made for weekend days or holidays. If it is deemed necessary by Contractor to use equipment not listed in the applicable edition of the Blue Book Rental Rates, Contractor shall furnish the necessary cost data and paid invoices to the Engineer for his use in establishment of such rental rate(s). Equipment must be in good operating condition. The rental rates paid as above provided shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Equipment operators will be paid for as stipulated in subparagraph (A) of Clause GC-42.3.

The rental time to be paid for Equipment on the Work site shall be the time the Equipment is required for the Force Account Work being performed. The time

shall include the time required to move the Equipment to location of the Force Account Work and return it to the original location or to another location, requiring no more time than that required to return it to its original location. Moving time will not be paid for if the Equipment is used at the site of the Force Account Work on other than such Force Account Work. Loading and transporting costs will be allowed, in lieu of moving time, when the Equipment is moved by means other than its own power. No payment for loading and transporting will be made if the Equipment is used at the site of the Force Account Work on other than such Force Account Work. Compensation will not be allowed while Equipment is inoperative due to breakdown.

For the use of Equipment moved in on the Work and used exclusively for Work paid for on a Force Account basis, providing the Engineer has agreed to said move, Contractor will be paid the Equipment use rates provided for in this clause, for the cost of transporting the Equipment to the location of the Work and its return to its original location, and for the cost of loading and unloading the Equipment, all in accordance with the following provisions:

1. The cost of transporting Equipment shall not exceed the applicable minimum established rates by the State of Georgia Public Service Commission.
2. The Equipment use period shall begin at the time the Equipment is unloaded at the site of the Force Account Work, shall include each day that the Equipment is at the site of the Force Account Work, excluding Saturdays and Sundays and other legal holidays unless the Force Account Work is performed on such days, and shall terminate at the end of the day on which the Engineer instructs Contractor to discontinue the use of such Equipment. The maximum time to be paid per day will not exceed eight (8) hours unless the Equipment is in operation for a longer time.

- E. Subcontract Work: Where the Change Order applies to Work being performed under a subcontract, reimbursement, including fee for small tools, overhead and profit for the Subcontractor's Work performed on a Force Account basis shall be computed in precisely the same manner as if performed by Contractor as indicated in GC-42.2 C. One additional allowance of five percent (5%) of the Subcontractor's total costs will be granted to Contractor for overhead and profit regardless of the tier of the Subcontractor.

If the Subcontractor elects to contract out Change Order Work to a third (or lower) level contractor or Supplier of purchased Equipment, he shall not be entitled to fees, overhead or profit for such third (or lower) level work or Materials.

The City reserves the right to direct the Contractor to contract directly with third (or lower) level subcontracts and Suppliers of purchased Equipment in order to avoid paying multiple fees, overhead and profit for such third (and lower level) Subcontractors and Suppliers of purchased Equipment.

If similar work is not being performed at the Work site, and if required by City, Contractor shall obtain three (3) competitive proposals for the requirements of the Change Order and the Agreement Documents from Subcontractors acceptable to the Engineer. Selection of the Subcontractor shall be subject to the approval of the Engineer and the City.

- F. Compensation: The compensation as set forth above shall be received by Contractor as payment in full for Work done on a Force Account basis. At the end of each day, Contractor's Representative and Inspector shall compare records of the Work performed including classification of all laborers, ordered on a Force Account basis.
- G. Statements: No payment will be made for Work performed on a Force Account basis until Contractor furnishes the Engineer itemized statements of the cost of such Force Account Work detailed as to the following:
 - 1. Labor - name, classification, date, daily hours, total hours, rate, and extension of each laborer and foreman;
 - 2. Equipment - size, type, identification number, dates, daily hours, total hours, rental rate, and extension of each unit of machinery and Equipment;
 - 3. Materials - quantities of supplies and Materials, prices, including transportation cost and extensions;
 - 4. Bonds and insurance premiums;
 - 5. Subcontract Work - Force Account detail as above, or progress quantities and prices of unit price or lump sum subcontracts; and
 - 6. Payment for items under paragraphs (A) to (F) inclusive, shall be conditioned upon Contractor's presentation of original receipted invoices for Materials used and transportation charges. If, however, the materials used in the Force Account Work are not specially purchased for such Work but are taken from Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of Contractor which shall certify that such Materials were taken from his stock, that the

price and transportation of the Material as claimed represent actual cost.

- H. If, in the City's opinion, Contractor or any of his Subcontractors, in performing Force Account Work, are not making efficient use of labor, Material, or Equipment and/or are proceeding in a manner which is expensive to City, the Engineer may request the Contractor to make more efficient use of labor, Material and Equipment. Contractor shall in good faith comply with such requests as are reasonable. If the Contractor fails to comply with such requests, the Engineer may independently determine the reasonable cost of the Work and the Contractor will be entitled only to the reasonable cost so estimated by the Engineer.

GC-42.4 Lump Sum Change Order Work

Contractor shall prepare an estimate of all extra and deleted Work as described by Written Notice, using established unit prices where they are stated in the Bidding Document. Estimates for Labor, Bonds and Insurance, Materials, and Equipment required shall otherwise be based on the provisions set forth in GC-42.3 A, B, C, and D, above.

GC-42.5 Change Orders Limited

Except as provided in GC-41 and GC-42, no order, statement or conduct of the Engineer shall be treated as a "Change Order" or entitle the Contractor to any adjustment hereunder of the Agreement Price or Agreement Time.

GC-42.6 No Work Stoppage

Nothing in this Article shall excuse the Contractor from proceeding with the Agreement as changed.

GC-42.7 Agreement Amendment

The amount payable to the Contractor under the Agreement, the Agreement Time, and the date required for performance of any part of the Work may be changed only by a Change Order to the Agreement.

GC-43 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Engineer in accordance with Clause GC-46 at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligations under Clause GC-42, Change Orders.

GC-44 CHANGED CONDITIONS

Contractor shall notify the Engineer in writing of the following conditions, hereinafter called "changed conditions," promptly upon their discovery and before they are disturbed, in any event no later than five (5) calendar days:

- A. Subsurface or latent physical conditions at the site of Work differing materially from those indicated in this Agreement; or
- B. Unknown physical conditions at the site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Agreement.

The Engineer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Agreement, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Agreement modified in writing in accordance with the provisions of Clause GC-41. If the Engineer determines that conditions of which he has been notified by Contractor do not justify an adjustment in compensation, he will so advise Contractor in writing. Should Contractor disagree with such determination, he may submit a notice of potential claim to the Engineer as provided in Clause GC-46.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required above; provided, however, the time prescribed therefor may be extended by the Engineer.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

GC-45 INVESTIGATION OF SUBSURFACE SITE CONDITIONS

Investigations of the subsurface conditions at the Project site were prepared in anticipation of this Project. These include logs of test holes, results of field and laboratory tests and similar materials. Data obtained in such investigations is available at the Designer's office for review during the bid preparation period. These reports are offered without guarantee or representation of such. The data obtained from these borings and investigations represent the character of the information gathered only on the day on which the borings were made and at the exact location at which they were made. They shall not, in and of themselves, be considered representations within the meaning of the clause GC-46. Similar conditions may or may not exist on or throughout the Project site, or any part of it. Other conditions may or may not be encountered, no guarantees are made or implied.

Opinions, conclusions, interpretations or deductions concerning subsurface conditions which may be expressed or implied in any of the Materials and data which are made available to the Contractor, or any matters contained therein of which the Contractor has, or reasonably should have, independent knowledge of, shall not be considered representations of subsurface conditions within the meaning of Clause GC-46. Under no circumstances will an Agreement adjustment in cost and/or time be made solely on the comparisons made or drawn from this data. The logs and data on test holes are not guaranteed to be indicative of any soil type, rock strata or water table levels in part or in whole. The Contractor is advised to exercise all care in performing their own investigation to develop information or confirm the available data.

GC-46 NOTICE OF CLAIM

GC-46.1 Time Limit

No claim by the Contractor against the City for additional compensation or other injury or damage shall be valid unless a notice of claim is filed with the Engineer and the City within ten (10) days after occurrence of the event upon which the claim is based, and, in addition, unless a detailed written statement of claim, as required by GC-46, accompanied by vouchers and other supporting data, shall have been filed with the City and the Engineer by the Contractor within thirty (30) days after the occurrence of said event.

GC-46.2 Identification

Any notice of claim must clearly identify the event that is relied upon, contain a clear statement of why it constitutes a basis for additional compensation and must contain a clear statement that the document constitutes a "Notice of Claim."

GC-47 STATEMENT OF CLAIM

The statement of claim shall include a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provision or provisions in the Agreement Documents on which the claim is based and the amount of the claim. All costs, expenses and damages claimed shall be included in detail with complete supporting documentation and shall be accompanied by a sworn statement indicating that: (a) the individual executing said statement is personally familiar with the matters stated in the claim; (b) that the matters stated therein are based upon the terms of the Agreement Documents; (c) that the costs, expenses and damages claimed therein flow directly from the matters stated therein; and (d) that the costs, expenses and damages listed therein have not been otherwise included in the cost of the Work and are true, accurate and correct.

GC-48 DECISION OF CLAIMS

GC-48.1 Claim Review

Upon receiving a statement of claim, complying with the requirements of GC-46 and GC-47 and with the advice and assistance of the Engineer as appropriate, the City shall review the statement of claim submitted by the Contractor. In conducting this review, the Engineer shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City and/or the Engineer may require, and the failure to submit such additional documents, data or other information within fifteen (15) days following written request shall be deemed a waiver of the claim. Upon completion of such review, to take place within thirty (30) days of receipt of the additional documents, data or other information as may have been required by the City and/or the Engineer, the City in consultation with the Engineer shall issue a written determination, and if it deems appropriate accept such parts of the claim as they find in good faith to be proper and, if the Contractor agrees, a Change Order shall be issued to amend the Agreement Price, the time for completion or either of them as may be found proper. If the Contractor disputes the determination made by the City, the Contractor as a condition precedent to any further action to resolve such dispute must notify the City and the Engineer in writing within five (5) days following receipt of the decision of the factual basis of such dispute and permit the City fifteen (15) additional days to reconsider and, if it deems it appropriate, issue a modified decision.

GC-48.2 No Waiver

Nothing contained in this section shall operate to limit or extinguish any right or defense of the City contained elsewhere in the Agreement Documents or available at law or in equity or constitute a waiver by the City of any right or defense otherwise available.

GC-48.3 Absolute Conditions Precedent

The failure of the Contractor to file any claim within the time limits prescribed herein or in the form or manner precisely as required hereby shall be deemed a material prejudice to the interests of the City and shall constitute an absolute waiver of the claim and the right to file or thereafter prosecute the same.

GC-49 MEASUREMENT AND PAYMENT

GC-49.1 Measurement

All items of Work to be paid for at Agreement Prices per unit of measurement will be measured or certified by the Engineer.

GC-49.2 Payment at Agreement Prices

The Agreement prices for items of Work shall include full compensation for all costs of items, including the costs for any Work, Materials and Equipment incidental to the items but not specifically shown or described in Agreement Drawings and Specifications, subject only to such express limitations as may be stated in the Specifications defining the items or prescribing payment thereof.

GC-50 HISTORICAL, SCIENTIFIC, AND ARCHEOLOGICAL DISCOVERIES

All articles of historical or scientific value, including, but not limited to, coins, fossils, articles of antiquity, which may be uncovered by Contractor during process of Work, shall become the property of City. Such findings shall be reported immediately to the Engineer who will determine the further operations of Contractor, the method of removal, where necessary, and the final disposition thereof.

GC-51 SEPARATE AGREEMENTS

GC-51.1 Separate Contractors

The City reserves the right to award other Agreements in connection with this Project. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his Work with theirs. If the proper execution of results of any part of Contractor's Work depends upon the work of another contractor, Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

GC-51.2 Cooperation

The City may perform additional work related to the Project by itself, or it may let other contract containing provisions similar to these. Contractor shall afford the other contractors who are parties to such contracts, the City, if it is performing the additional work itself, reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

GC-51.3 Review of Separate Contractor's Work

If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the City's or separate contractor's work as fit and proper to receive the work, except as to defects which may subsequently become apparent in such work by others.

GC-51.4 Notice to Contractor

If the performance of additional work by other contractors of the City is not noted in the Agreement Documents prior to the execution of the Agreement, Written Notice thereof shall be given to Contractor prior to starting any such additional work.

GC-51.5 Damage to Separate Contractor

Should the Contractor wrongfully delay or cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates a proceeding against the City or the Engineer on account of any delay or damage alleged to have been caused by the Contractor, the City shall notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the City or the Engineer arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court costs which the City has incurred.

GC-51.6 City's Right to Clean Up

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up or for accomplishing coordination, the City may clean up and carry out such work and charge the cost thereof to the contractors responsible therefor as the Engineer shall determine to be just.

GC-52 OFFICIAL NOT TO BENEFIT

No officer or employee of the City shall be permitted to participate in the performance of this Agreement or receive any benefit or compensation arising out of the performance of such Agreement, and any Agreement entered into by the City in which any officer or employee of the City shall be personally interested shall be void, and no payment shall be made thereon by the City or any officer thereof; but this provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit.

GC-53 BRIBES

A bribe or attempt to bribe any representative or officer of City by Contractor shall be considered as a breach of the Agreement in bad faith, and shall thus empower City to complete Work and deduct the entire cost thereof from any monies due or to become due Contractor under the Agreement.

GC-54 PRECONSTRUCTION CONFERENCE

Within twenty (20) days after delivery of the executed agreement by City to Contractor, but before issuance of Notice to Proceed, a conference may be held to review progress schedules, to review the insurance and safety program, to establish procedures for handling Shop Drawings and other submittals and for processing progress payments, and to establish a Working understanding between the parties as to the Project.

The Contractor shall submit to the City for approval, prior to the preconstruction conference, a preliminary schedule of Shop Drawing submittals, and certification of insurance as required by Appendix B.

GC-55 TIME OF COMPLETION AND LIQUIDATED DAMAGES

GC-55.1 Liquidated Damages (No Applicable for this Solicitation)

It is understood and agreed that the City will sustain substantial monetary and other injury and damages, including, but not limited to, increased costs, expenses and liabilities in the event of failure by the Contractor to perform its Work in accordance with the Completion and any Interim Milestone Date(s) set forth in Project Network Schedule prepared in accordance with the Special Conditions. Accordingly, should the Contractor not complete the Work, or any such portion thereof, within the date(s) required by the Project Network Schedule initially approved by the Engineer, as they may be adjusted pursuant to the Agreement Documents, then charges shall be assessed against any money due or that may become due the Contractor in accordance with the following schedule:

For Each delay in Substantial Completion of the entire Work: \$ 500/ day

For Each day of delay in Final Completion of the entire Work: \$ 500/ day

The amount of such charges is hereby agreed upon as fixed liquidated damages due the City after the expiration of the Agreement Date(s) for completion specified in the Project Network Schedule for the Work or portions thereof. The Contractor and its surety shall be liable for any liquidated damages in excess of the amount due the Contractor on the Final Payment.

GC-55.2 No Penalty

The fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the City and the Contractor due to the uncertainty and impossibility of making a determination as to the actual direct, incidental and consequential damages which are incurred by the City as a result of the failure on the part of the Contractor to complete the Work within the Agreement Completion Date(s) specified above. Liquidated damages shall start in accordance with the above schedule upon notification to the Contractor in writing that all apparent Agreement Time allowed to achieve the relevant Completion Date has been consumed. Liquidated Damages as they accrue will be deducted from periodic partial payments to the extent

they are sufficient to cover the liquidated damages owing; provided that any excess liquidated damages owing over the periodic partial payment amount may be deducted from retainage. Such deduction shall be in addition to the retainage provided for in the Agreement. The remaining amount of liquidated damages owing upon completion will be deducted from any amounts owing as Final Payment to the Contractor or his surety. Any excess amount owing as liquidated damages shall be paid upon demand.

GC-56 RIGHT TO AUDIT

The Contractor shall keep and maintain accurate books and records, and supporting data, documentation, correspondence, reports, instructions, Drawings, receipts, vouchers, and memoranda regarding performance of Work hereunder and including specifically, but without limitation, such information as estimates (pre and post bid), costs incurred, labor and Materials consumed, schedules and progress records and quality control. Such books and records shall be available for inspection, audit, and copying by the City or its authorized representative during the Work and for a period of three (3) years after Final Payment.

GC-57 MEDIATION OF DISPUTES

In the event of any controversy, claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof or otherwise in connection with the Project to which this Agreement pertains, which has not been otherwise resolved or waived pursuant to other conditions of the Agreement Documents (hereinafter referred to as the "dispute"), the parties shall, as an express condition precedent to commencing legal action against the other relating to or arising out of the dispute, endeavor to resolve the dispute utilizing the Disputes Review Board. The Disputes Review Board may recommend, if both parties agree, non-binding mediation conducted under Commercial Mediation Rules of the American Arbitration Association, or under such other rules as the parties may promptly agree to employ. Such mediation shall be held at the regional office of the American Arbitration Association located in Atlanta, Georgia, or at any other convenient location agreeable to the parties and the mediator.

GC-58 AGREEMENT ADMINISTRATION DOCUMENTS

A substantial number of documents will be required for the administration of the Agreement. Some of these documents are identified in this document and elsewhere in the Agreement Documents (such as Change Order forms) and others may not be. The Engineer shall have full power and authority to designate and prepare the documents to be used and the Contractor and all Subcontractors and Material Suppliers shall utilize the documents so prepared and provided to them by the Engineer and shall follow the instructions of the Engineer with respect thereto in all regards save and excepting only those documents, if any, which the Contractor reasonably determines contain terms or requirements contrary to or in addition to and not reasonably inferable from the terms of the Agreement Documents. If the Contractor believes that any form or other document provided by the Engineer under the authority of this Section is subject to rejection by the Contractor under the terms hereof, it shall notify the Engineer thereof within ten (10) days following his first receipt of the particular document or form giving specific reasons

why the document or form is entitled to rejection. Thereafter, the form or document will be withdrawn, amended, or utilized as the Engineer finds in good faith to be appropriate after reviewing the notice provided by the Contractor. All Agreement Administration Documents may be revised at any time by the Engineer.

GC-59 MISCELLANEOUS PROVISIONS

GC-59.1 Governing Law

The Agreement shall be governed by the law of the State of Georgia.

GC-59.2 Contingent Assignment

Effective as of any termination of the Agreement, Contractor hereby assigns to City all of the Contractor's interest in those subcontracts and purchase orders entered into by Contractor prior to termination which the City specifically requests by Written Notice. All Subcontractors and Purchase Orders shall provide that they are freely assignable by Contractor to the City and its assigns. City shall be at liberty to negotiate with and engage (for itself) any Subcontractors, Suppliers, or others that Contractor dealt with prior to termination.

GC-59.3 Rights and Remedies

- A. The duties and obligations imposed by the Agreement Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
- B. No action or failure to act or to require in any one or more instances upon the strict performance of any one or more of the provisions of the Agreement Documents, or to exercise any right herein contained or provided by law by the City or the Engineer, shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, nor shall it be construed as a waiver of the right to subsequently demand strict performance or exercise such rights, and the rights shall continue unchanged and remain in full force and effect, except as may be specifically agreed in writing.
- C. The Contractor agrees that it can be adequately compensated by money damages for any breach of this Agreement which may be committed by the City and hereby agrees that no default, act, or omission of the City, or the Engineer, shall constitute a material breach of the Agreement entitling the Contractor to cancel or rescind the provisions of this Agreement or (unless the City shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which it may otherwise be or become entitled, save only his right to money damages.

GC-59.4 Unenforceability of any Clause

If any clause of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of the Agreement shall be enforceable without such clause.

GC-59.5 Obligation to Perform

Contractor shall carry on the Work and adhere to the Progress Schedule during and notwithstanding all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and City may otherwise agree in writing.

GC-59.6 Labor Relations

Work on the Project may be performed by both union and nonunion separate contractors, Subcontractors, Suppliers, and other entities and persons. In the event of any strike, picket, sympathy strike, work stoppage, or other form of labor dispute at the Project whether directed at the Contractor, other separate contractors, Subcontractors, Suppliers or other persons, Contractor shall continue to perform its Work required hereby without interruption or delay. In the event the Contractor fails to continue its Work without interruption or delay, because of any or such events, the City, in addition to all other rights it has in the Agreement Documents and at law, may terminate the Agreement after giving Contractor forty-eight (48) hours written notice of its intent to do so for reason of Contractor's failure to perform. Additionally, if Contractor is party to one or more labor agreement, Contractor shall take all reasonable action to avoid any Work stoppage, and in the event of a work stoppage, Contractor shall within twenty-four (24) hours take all legal action permitted by such labor agreements or by law in order to expedite resumption of Work on this Project.

GC-59.7 Covenant Not to Sue

Should the City elect to terminate the employment of the Contractor for default as provided herein, then the Contractor covenants that it will not file any suit or proceeding of any kind against the City by reason thereof, until the City shall have either abandoned the Project or completed the Contractor's Work as required under the Agreement. If the Contractor should breach this "Covenant Not To Sue," then Contractor shall be liable to the City for all costs resulting to the City therefrom, including, without limitation, all attorneys' fees expended by the City in defending said suit or proceeding, unless a positive determination is made therein that the Contractor's termination by the City was motivated by fraud and bad faith and was without justification of any kind.

GC-60 STATEMENT OF NON-DISCRIMINATION

During the performance of this Agreement, Contractor agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1414 of the Code of Ordinances, City of Atlanta, and to warrant the following:

- a) The Contractor shall not discriminate against any employee, or applicant for employment, because of race, creed, religion, color, sex or national origin, marital status, physical handicap or sexual orientation. As used herein, the words "shall not discriminate" shall mean and include without limitation the following: Recruited, whether by advertising or other means; compensate, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Compliance Officer setting forth the provisions of the non-discrimination clause.

- b) Contractor shall in all solicitation or advertisement for employees, placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for the employment without regard to race, creed, religion, color, sex, national origin, marital status, physical handicap or sexual orientation.
- c) Contractor shall send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor commitments under the Equal Employment Opportunity Program for the City of Atlanta and under this Ordinance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Contractor shall register all workers in the skilled trades who are below the journeyman level with the Bureau of Apprenticeship and Training.
- d) Contractor shall furnish all information and reports required by the Contract Compliance Officer pursuant to this Ordinance and shall permit access to the books, records, and accounts during the normal business hours of Contractor by the contracting agency and the Contract Compliance Officer for the purpose of investigation so as to ascertain compliance with the program.
- e) Contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will enter into such litigation as is necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City. In the case of contracts receiving federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

- f) Contractor and his subcontractors, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Contract Compliance Officer of the City of Atlanta. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and his Subcontractors.
- g) Contractor shall include the provisions of paragraphs (a) through (h) of this Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each Subcontractor or vendor.
- h) A finding, as hereinafter provided, that a refusal by Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
 - (1) Withholding from Contractor in violation all future payments under the involved public contract until it is determined that Contractor or Subcontractor is in compliance with the provisions of the Agreement;
 - (2) Refusal of all future bids for any public contract with the City of Atlanta or any of its departments or division until such time as the Contractor or Subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in this article;
 - (3) Cancellation of the public Agreement;
 - (4) In a case in which there is substantial or material violation, or the threat of substantial or material violation, of the compliance procedure therein set forth or as may be provided for by the contract, appropriate proceeding may be brought to enforce those provisions, including the enjoining, within applicable laws, of contractors, Subcontractors, or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

GC-61 EQUAL BUSINESS OPPORTUNITY (EBO)

During the performance of this Agreement, Contractor agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1441 through 2-1460 of the Code of Ordinances of the City of Atlanta, the Equal Business Opportunity ("EBO") Program and to warrant the following:

The Consultant agrees to make good faith efforts to meet the goals for this Agreement by making available opportunities for Minority Business Enterprises ("MBE"), African American Business Enterprises ("AABE"), Hispanic Business Enterprises ("HBE"), Asian Business Enterprises ("ABE"), Native American Business Enterprises ("NABE"), and Female Business Enterprises ("FBE"), for utilization in the Work set forth within this Agreement, and shall take the following actions as part of its good faith efforts:

1. Notification to MBEs and FBEs that the Contractor has subcontracting opportunities available and maintenance of records of the MBEs' and FBEs' responses.
2. Maintenance by the Contractor of a file of the names and addresses of each MBE and FBE contacted and action taken with respect to each such Agreement.
3. Dissemination of the Contractor's EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with all Subcontractors and Suppliers.
4. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE Contractor organizations, MBE and FBE assistance organizations.
5. Sub-division of the Agreement into economically feasible segments as practical to allow the greatest opportunity for participation by MBEs and FBEs.
6. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE Subcontractors as possible.
7. Adoption of the Equal Business Opportunity Plan submitted in its response to the Invitation for Bids or Requests for Proposals obligations under this Agreement, as approved by the Office of Contract Compliance.
8. Submission of monthly reports on the forms and to the extent required by the Director of the Office of Contract Compliance, to be due on the last day of each month following the award of the Work set forth in this Agreement.

9. The Contractor further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
- a) Withholding of ten per cent (10%) of all future payments under the involved eligible project until it is determined that the Contractor is in compliance;
 - b) Withholding of all future payments under the involved project until it is determined that the Contractor is in compliance;
 - c) Refusal of all future bids or offers for any eligible project with the City of Atlanta or any of its departments or divisions until such time as the Contractor demonstrates that there has been established and there shall be carried out all of the EBO provisions contained herein; and
 - d) Cancellation of the eligible project.

GC-62 WAGE RATES AND REPORTING PROCEDURES

GC-62.1 Certified Payrolls

The Contractor shall maintain accurate payroll records and be prepared to submit certified copies for the prime contractor and all subcontractors. Payrolls reporting an employee for the first time must contain the complete name, address, and social security of the employee.

GC-62.2 Submittals

All required payrolls shall be submitted to the Office of Contract Compliance. Any questions concerning these submittals can be addressed:

Office of Contract Compliance
55 Trinity Avenue, Suite 1700
Atlanta, Georgia 30303
(404) 330-6010

GC-62.3 Wage Requirements

Contractors shall pay the prevailing wages as stipulated by the wage scale(s) which are incorporated in Exhibit C. Such scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of Work.

GC-63 TECHNICAL MANUALS

These manuals are operator and shop maintenance instructions which enable an average journeyman mechanic without prior knowledge of the specific type, make, or model to maintain

and repair the Equipment. The manuals shall include repair parts data which provide positive identification for an item of the complete equipment without reference to the manufacturer or dealer facilities to identify ordering part numbers in support of procured Equipment.

GC-63.1 Preparation Instructions

A technical manual set is required to cover each specific make, model, year and serial numbered piece of Equipment scheduled for delivery under terms of this Agreement. It is the intent of these requirements to use standard commercial manuals modified to meet the minimum Specification set forth herein. The manuals shall provide instructions, illustrations, and other associated data for operations, preventive and corrective maintenance and repair, including a complete catalog of parts used in the assembly of the end item. The manuals provided shall contain complete instructions and information as set forth below for all Equipment components, assemblies, subassemblies, attachments, and accessories manufactured by the prime supplier or those purchased by the prime supplier from other sources and assembled in the finished end item.

GC-63.2 Contents of Technical Manuals

The contents of complete set of technical manuals shall include, at a minimum, of the following:

- (a) Table of Contents;
- (b) Operating instructions;
- (c) Preventive maintenance, service, and corrective maintenance or repair instructions;
- (d) Parts list with recommended quantity; and
- (e) Approved Shop Drawing(s).

GC-63.3 Binding and Deliver

The manual(s) shall be bound or otherwise securely enclosed in an oil and moisture resistant binder(s). Each binder cover shall indicate the manufacturer's name, Agreement number, model number, and serial number of the unit or Equipment. Four (4) copies of the manual(s) shall be delivered with the Shop Drawings and must be approved with the Shop Drawings.

GC-64 TESTING LABORATORY SERVICES

GC-64.1 Scope

- A. From time to time during progress of the Work, the City may require testing to determine that materials meet the requirements of the Specifications. Testing will be done by a Lab designated by the City for specified field quality control. Such testing includes, but is not necessarily limited to:
 - 1. Cement;
 - 2. Aggregate;
 - 3. Concrete;
 - 4. Soil-cement;
 - 5. Asphalt;
 - 6. Steel and metals;
 - 7. Welding;
 - 8. Soil compaction; and
 - 9. Bituminous pavement.
- B. Requirements for testing may be described in various sections of these Specifications, where no testing requirements are described but the City decides that testing is required to demonstrate compliance with specified material or performance standards, the City may require testing to be performed under current pertinent standards for testing.
- C. Employment of a testing laboratory shall in no way relieve the Contractor of Contractor's obligation to perform Work meeting the requirements of the Agreement.
- D. The independent testing laboratory, except as specified, shall be selected and paid by the City for one passed test and this test shall not be included in the Contractor's proposal. The Contractor shall be responsible for notifying the City to schedule the testing.
- E. The Contractor shall pay directly for the services of the independent testing laboratory, approved by the City, for the following:
 - 1. Concrete mix design and
 - 2. Other materials and workmanship requirements specified in Divisions 2 through 12, unless otherwise specified.

GC-64.2 Laboratory Duties

- A. Cooperate with City and Contractor.
- B. Provide qualified personnel promptly.
- C. Perform specified inspections, sampling and testing of materials and methods of construction.

1. Comply with specified standards, ASTM, other recognized authorities and as specified.
 2. Ascertain compliance with requirements of Agreement Documents.
- D. Promptly notify City and Contractor of irregularity or deficiency of Work observed during performance of Work.
- E. Promptly submit three (3) copies [two (2) copies to City and one (1) copy to Contractor] of report of inspections and tests in addition to those additional copies required by the Contractor including:
1. Date issued;
 2. Project title and number;
 3. Testing laboratory name and address;
 4. Name and signature of inspector;
 5. Date of inspection or sampling;
 6. Record of temperature and weather;
 7. Date of test;
 8. Identification of product and Specification section;
 9. Location of Project;
 10. Type of inspection or test;
 11. Results of test; and
 12. Observations regarding compliance with Agreement Documents.
- F. Perform additional services as required.
- G. Laboratory is not authorized to:
1. Release, revoke, alter or enlarge on requirements of Agreement Documents and
 2. Approve or accept any portion of Work.

GC-64.3 Contractor Responsibilities

- A. Cooperate with laboratory personnel, provide access to Work and/or manufacturer's requirements.
- B. Provide to laboratory, preliminary representative samples, in required quantities, of materials to be tested.
- C. Furnish copies of mill test reports.
- D. Furnish required labor and facilities.
 1. To provide access to Work to be tested
 2. To obtain and handle samples at the site
 3. To facilitate inspection and tests
 4. Build or furnish a holding box for concrete cylinders or other samples as required by the laboratory.
- E. Notify laboratory sufficiently in advance of operation to allow for the assignment of personnel and schedules of tests.

- F. Copies of all correspondence between the Contractor and testing agencies shall be provided to the City.

GC-64.4 Quality Assurance

Testing, when required, will be in accordance with all pertinent codes and regulations and with procedures and requirements of the American Society for Testing and Materials (ASTM) or applicable association, society, etc. (SSPC, etc.)

GC-64.5 Product Handling

Promptly process and distribute all required copies of test reports and related instructions to ensure all necessary retesting or replacement of materials with the least possible delay in progress of the Work.

GC-64.6 Furnishing Materials

The Contractor shall be responsible for furnishing all materials necessary for testing.

GC-64.7 Code Compliance Testing

Inspections and tests required by codes or ordinances or by a plan approval authority, and made by a legally constituted authority, and made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Agreement Documents.

GC-64.8 Convenience Testing

Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

GC-64.9 Schedule for Testing

A. Establishing Schedule

1. The Contractor shall by advance discussion with the testing laboratory determine the time required for the laboratory to perform its tests and to issue each of its finds, and make all arrangements for the testing laboratory to be on site to provide the required testing.
2. Provide all required time within the construction schedule.

- B. When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.

GC-64.10 Test and Certification

- A. General: At a minimum, the following tests shall be performed and the following certifications provided:

1. Cement: Certified test results by cement manufacturer or by independent laboratory shall be furnished as required by the City.
2. Aggregate and Mortar Sand: Certified test results by aggregate producer or by independent laboratory shall be furnished as required by the City.
3. Concrete:
 - a. At least five (5) standard 6-inch cylinders shall be taken each day for each one hundred (100) cubic yard or fraction thereof for each class of concrete used;
 - b. The number of cylinders, the point of sampling, and the method of securing the samples shall be determined by the City;
 - c. The five (5) samples shall be taken to the testing laboratory for laboratory curing;
 - d. Two (2) of the laboratory cured samples shall be tested at seven (7) days, two (2) samples tested at twenty-eight (28) days; one (1) samples in reserve;
 - e. Test all concrete in accordance with ASTM C31-69, C39-71 and C-172;
 - f. Slump Tests:
 - (1) Perform slump tests on the mob in accordance with ASTM standards;
 - (2) One (1) slump test shall be performed for each twenty-five (25) cubic yards of concrete;
 - (3) More slump tests shall be performed if deemed necessary by the City;
 - g. Perform air entrainment tests in accordance with the following standards:
 - (1) Field test – ASTM C-173; and
 - (2) Laboratory Tests – ASTM C231.

B. Precast and Concrete Block for Buildings

1. Block and precast may be visually inspected on the site by the City.
2. The City reserves the right to have the concrete block tested by an independent laboratory.

C. Steel and Miscellaneous Metal: Reinforcing steel, structural steel and miscellaneous metal may be inspected visually on the site by the City.

D. Welding: One percent (1%) of all structural welds during construction shall be inspected either visually or by an independent laboratory as required by the City.

E. Compaction of Earthwork:

1. The compaction shall be tested by the City or by an independent laboratory.
2. The testing shall be performed in a manner in accordance with these Specifications.

F. Bituminous Concrete: The material testing for the bituminous concrete shall be performed by an independent laboratory as deemed necessary by the City.

GC-64.11 Taking Specimens

Unless otherwise provided in the Agreement Documents, all specimens and samples for tests will be taken by the testing laboratory or the City.

GC-64.12 Transporting Samples

The Contractor shall be responsible for transporting all samples, except those taken by testing laboratory personnel to the testing laboratory.

****END OF GENERAL CONDITIONS****

Appendix D

Required Submittals (IIREA, Business License, and Contractor Disclosure Form)

Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

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 the City of Atlanta 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 through the contract period and the undersigned contractor 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:

319313 (Also known as eVerify Company ID)
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

04-14-2010
Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Mack's Hauling Inc
Name of Contractor (Legal name of Contractor, not an abbreviated version)

FC-9974, Citywide Demolition and Asbestos Abatement Services
Name of Project

City of Atlanta
Name of Public Employer

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

Executed on Sept. 7, 2017 in Atlanta (city), Georgia (state).

Marie A. Mack
Signature of Authorized Officer or Agent

Marie A Mack - Owner-President
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 7th DAY OF September, 2017.

Angelia Pierce
NOTARY PUBLIC

My Commission Expires:

1-18-2020

ANGELIA PIERCE, NOTARY PUBLIC
MY COMMISSION EXPIRES
JANUARY 18, 2020
PAULDING COUNTY, GEORGIA

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3) (Page 3 of 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 (CASCADE Services (name of contractor)) on behalf of the City of Atlanta 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 of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

432282

Federal Work Authorization User Identification Number (Also known as eVerify Company ID)
(Not Tax ID or SS Number)

9/11/09

Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of Subcontractor: Cascade Services Company

Name of Project: FC-9974 Citywide Demolition + Asbestos Abatement Services

Name of Public Employer: City of Atlanta

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

Executed on 8th, 9, 2017 in Atlanta (city), GA (state)

Signature of Authorized Officer or Agent

Adrian Marsh

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE 8, DAY OF 9, 2017

April Wright

NOTARY PUBLIC

My Commission Expires: 10/18/19



Rev. 07/19/17

FC-XXXX, NAME OF PROJECT

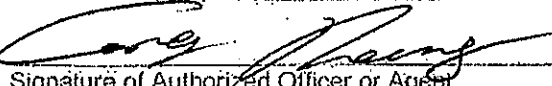
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3) (Page 3 of 3)

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 (Mack's Hauling (name of contractor)) on behalf of the City of Atlanta 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 of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

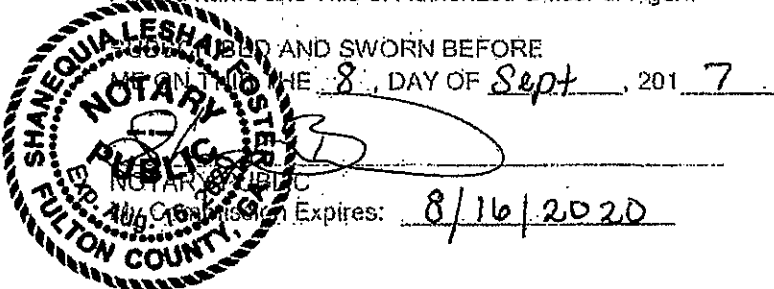
54167 (Also known as eVerify Company ID)
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)
October 20, 2010
Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)
Name of Subcontractor: Aldridge Services, Inc.
Name of Project: FC-9974 Citywide Demolition and Asbestos Abatement Services
Name of Public Employer: City of Atlanta

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

Executed on September, 8, 2017 in Atlanta (city), Georgia (state)


Signature of Authorized Officer or Agent

Corey Reeves, Project Manager
Printed name and Title of Authorized Officer or Agent



Rev. 07/19/17

FC-XXXX, NAME OF PROJECT

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3) (Page 3 of 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 the City of Atlanta 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 of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

152898 (Also known as eVerify Company ID)
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

09/17/2008
Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of Subcontractor: Southern Demolition, LLC

Name of Project: FC-9974 Citywide Demolition & Asbestos Abatement Services

Name of Public Employer: City of Atlanta

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

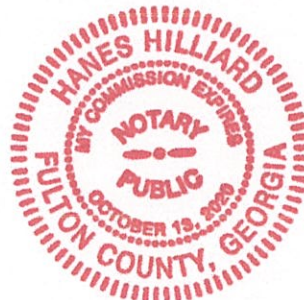
Executed on September, 29, 2017 in Atlanta (city), GA (state)

[Signature]
Signature of Authorized Officer or Agent

Matt Raggsdale VP
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE 20th, DAY OF September, 2017

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-13-20



Rev. 07/19/17

FC-XXXX, NAME OF PROJECT

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3) (Page 3 of 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 (Mack's Hauling, Inc. (name of contractor)) on behalf of the City of Atlanta 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 of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1195579 (Also known as eVerify Company ID)
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)
5/4/2017
Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of Subcontractor: American Transportation Trucking LLC
DBA AT Trucking
Name of Project: FC-9974 Citywide Demolition and Asbestos Abatement Services
Name of Public Employer: City of Atlanta

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

Executed on September 8th, 2017 in Atlanta (city), Georgia (state)

[Signature]
Signature of Authorized Officer or Agent

Michael Paul To
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE 8th DAY OF September, 201 7

[Signature]
NOTARY PUBLIC
My Commission Expires: 1-18-2020

ANGELIA PIERCE, NOTARY PUBLIC
MY COMMISSION EXPIRES
JANUARY 18, 2020
PAULDING COUNTY, GEORGIA

Rev. 07/19/17

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3) (Page 3 of 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 (Mack's Hauling, INC) (name of contractor) on behalf of the City of Atlanta 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 of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

785428

(Also known as eVerify Company ID)

Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

June 16, 2014

Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of Subcontractor: S. T. English Construction Co., INC

Name of Project: Citywide Demolition and Asbestos Abatement Services

Name of Public Employer: City of Atlanta

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

Executed on September 11, 2017 in Atlanta (city), Georgia (state)

[Signature]
Signature of Authorized Officer or Agent

Star English, CEO/President
Printed name and title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE 11, DAY OF September, 2017

Angelia Pierce
NOTARY PUBLIC

My Commission Expires: 1-18-2020

ANGELIA PIERCE, NOTARY PUBLIC
MY COMMISSION EXPIRES
JANUARY 18, 2020
PAULDING COUNTY, GEORGIA

Rev. 07/19/17



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRIAN P. KEMP

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **MACKS HAULING, INC.** Control Number: **K709394**
Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**
Business Purpose: **NONE**
Principal Office Address: **890 Warner, Atlanta, GA, 30310** Date of Formation / Registration Date: **2/26/1997**
State of Formation: **Georgia** Last Annual Registration Year: **2018**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Marie A Mack**
Physical Address: **890 Warner St SW, Atlanta, GA, 30310, USA**
County: **Fulton**

OFFICER INFORMATION

Name	Title	Business Address
Marie A Mack	CFO	P.O. BOX 312185, ATLANTA, GA, 31131, USA
MARIE A MACK	CEO	P.O. BOX 312185, ATLANTA, GA, 31131, USA
ANGELIA PIERCE	Secretary	P.O. BOX 312185, ATLANTA, GA, 31131, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Amended Annual Registration

Electronically Filed

Secretary of State

Filing Date: 9/18/2017 11:44:09 AM

BUSINESS NAME : FIRST STANDARD ASURETY LLLP
CONTROL NUMBER : 12008209
BUSINESS TYPE : Domestic Limited Liability Limited Partnership
FILING TYPE : Amended Annual Registration

PRINCIPAL OFFICE ADDRESS : 2090 DUNWOODY CLUB DRIVE, Suite 106-126, Atlanta, GA, 30350, USA
REGISTERED AGENT NAME : J. HATCHER GRAHAM, ATTY.
AGENT ADDRESS : 233 CARL VINSON PKWY., Houston, WARNER ROBINS, GA, 31088, USA

GENERAL PARTNER	TITLE	ADDRESS
DAVID HARRIS	General Partner	2090 DUNWOODY CLUB DRIVE, SUITES 106-126, Atlanta, GA, 30350, USA
David Harris	General Partner	2344 Perimeter Park Drive, Suites 100, Atlanta, GA, 30341, USA

PRINCIPAL OFFICE ADDRESS : 2090 DUNWOODY CLUB DRIVE, Suite 106-126, Atlanta, GA, 30350, USA
REGISTERED AGENT NAME : J. HATCHER GRAHAM, ATTY.
AGENT ADDRESS : 303 Pheasant Ridge, Houston, WARNER ROBINS, GA, 31088, USA

GENERAL PARTNER	TITLE	ADDRESS
DAVID HARRIS	General Partner	2090 DUNWOODY CLUB DRIVE, SUITES 106-126, Atlanta, GA, 30350, USA
David Harris	General Partner	2344 Perimeter Park Drive, Suites 100, Atlanta, GA, 30341, USA

The address of the entity's registered office and the business address of the registered agent, as changed, will be identical.

[REDACTED]

AUTHORIZER SIGNATURE : David Harris
AUTHORIZER TITLE : General Partner

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 1 of 8)

DEFINITIONS FOR THE PURPOSE OF THIS DISCLOSURE AND DECLARATION FORM

"Affiliate"	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
"Contractor or Vendor"	Any person or entity having a contract with the City of Atlanta ("City").
"Control"	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty-one (51%) or more of any class of voting or equity interests in the controlled entity.
"Respondent or Offeror" (the terms are interchangeably used on this Form)	Any individual or entity that submits a Bid/Proposal in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure and Declaration Form where indicated. If the Respondent is a partnership (including but not limited to, joint venture partnership), then each partner in the partnership must complete and sign a separate Contractor Disclosure and Declaration Form where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Contractor Disclosure and Declaration Form where indicated. If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Contractor Disclosure and Declaration Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure and Declaration Form where indicated.

Instructions: Provide the following information for the entity or individual completing this Form (the "Individual/Entity").

A. Basic Information:

1. Name of Individual/Entity responding to this solicitation: *Marie A Mack*
2. Name of the authorized representative for the responding Entity:

Marie A. Mack / owner President

B. Individual/Entity Information:

1. Principal Office Address: *890 Warner St. SW Atlanta, Ga 30310*
2. Telephone and Facsimile Numbers: P- *404-806-1901* F *404-806-7499*
3. E-Mail Address: *mackshaulinginc@gmail.com*
4. Name and title of Contact Person for the Individual/Entity: *Marie A. Mack - owner/President*
5. Is the Individual/Entity authorized to transact business in the State of Georgia?

☒ **YES** (Attach documentation evidencing authority to transact business in the State of Georgia, not limited to Georgia Secretary of State documentation.)

☐ **NO**

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 2/15/2016 2:15:10 PM

BUSINESS INFORMATION

CONTROL NUMBER	K709394
BUSINESS NAME	MACKS HAULING, INC.
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	02/15/2016

PRINCIPAL OFFICE ADDRESS

ADDRESS	890 Warner, Atlanta, USA
---------	--------------------------

REGISTERED AGENT'S NAME AND ADDRESS

NAME	ADDRESS
Marie A Mack	890 Warner St SW, Fulton, Atlanta, GA, 30310, USA

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
MARIE A MACK		890 WARNER ST SW, ATLANTA, USA
Marie A Mack	CFO	P.O. BOX 312185, ATLANTA, USA
MARIE A MACK	CEO	P.O. BOX 312185, ATLANTA, USA
ANGELIA PIERCE	SECRETARY	P.O. BOX 312185, ATLANTA, USA

AUTHORIZED INFORMATION

AUTHORIZER SIGNATURE	Marie A Mack
AUTHORIZER TITLE	Officer



B. P. Kemp

Brian P. Kemp
Secretary of State

CITY OF ATLANTA, GEORGIA - DEPARTMENT OF FINANCE
OCCUPATION TAX REGISTRATION CERTIFICATE

VALID ONLY WHEN REGISTRATION TAX REQUIREMENTS ARE PAID

CERTIFICATE NO. : 142312LGB

BUSINESS NAME : MACK'S HAULING INC

LOCATION : 35 NATHAN RD SW ATLANTA GA 30331

DATE ISSUED : 1-1-2017

EXPIRES ON : 12-31-2017

BUSINESS NAME AND ADDRESS:

MACK'S HAULING INC
890 WARNER ST SW
ATLANTA GA 30310



J. Anthony "Jim" Beard, CTP
Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION
NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS
NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S) IF REQUIRED

CERTIFICATE NOT TRANSFERABLE

IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD,
CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270

THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS

Required Submittal (FORM 2)

Contractor Disclosure and Declaration Form (Page 2 of 8)

C. Questionnaire

If you answer "YES" to any of the following questions, you must provide on a separate page the details necessary to explain the nature and circumstances of each action, event, matter, relationship or practice involved, including but not limited to: names of persons or entities involved, status and/or outcome of each instance. Further, if the matter involves a criminal charge, litigation of any type, or other court or administrative charge or proceeding, then the name of the court or tribunal and the file or reference number must be provided. Any information must be provided on a separate page, attached to this form and submitted with your Bid.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.

Mack's Hauling Inc is a demolition, grading and heavy construction company that get in to the job and get it done.

2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? If the answer to this question is "NO", then please proceed to question number 4.

YES NO
☐ ☒

3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved.

YES NO
☐ ☒

4. Has the Respondent been charged with a criminal offense within the last ten (10) years?

YES NO
☐ ☒

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received.

YES NO
☐ ☒

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

(a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors?

YES NO
☐ ☒

(b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice?

YES NO
☐ ☒

(c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent.

YES NO
☐ ☒

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 3 of 8)

- | | | |
|---|--------------------------|-------------------------------------|
| | YES | NO |
| 7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years: | ☐ | ☒ |
| (a) directly or indirectly, had a business relationship with the City? | ☐ | ☒ |
| (b) directly or indirectly, received revenues from the City? | ☐ | ☒ |
| (c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? | ☐ | ☒ |
| 8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee? | ☐ | ☒ |
| 9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City? | ☐ | ☒ |
| 10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years? | ☐ | ☒ |
| 11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government? | ☐ | ☒ |
| 12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer) been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding? | ☐ | ☐ |
| 13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below. [Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]: | | |
| (a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under Atlanta City Code Section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee. | ☐ | ☒ |
| (b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe: | ☐ | ☒ |
-
-
-

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 4 of 8)

D. REPRESENTATIONS

Anti-Lobbying Provision. All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

Certification of Independent Price Determination/Non-Collusion. Collusion and other anticompetitive practices among Bidders are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent."

Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

Confidentiality. Details of the Bids/Proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all Bids and information submitted therein may become subject to public inspection following award of the contract. Each Respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its Bid/Proposal. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders or proponents will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 5 of 8)

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.

f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

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Contractor Disclosure and Declaration Form (Page 6 of 8)

h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

- (1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;
- (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
- (3) Cancellation of the public contract; and
- (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

Prohibition on Kickbacks or Gratuities/Non-Gratuity. The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.
- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.
- c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 7 of 8)

Declaration

Under penalty of perjury, I declare that I have examined this Contractor Disclosure and Declaration Form and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20____

Subscribed and sworn to or affirmed by _____ (name) this _____ day of _____, 20____.

Notary Public of _____ (state)

My commission expires: _____

Sign here if you are an authorized representative of a responding entity or partnership:

Printed Name of Entity or Partnership: Mack's Hunting Inc

Signature of authorized representative: Mari A. Mack

Title: Owner-President

Date: 9-7, 2017

Subscribed and sworn to or affirmed by _____ (name), as the

_____ (title) of _____ (entity or partnership name)

this 7th day of September, 2017.

Angelia Pierce

Notary Public of Georgia (state)

My commission expires: 1-18-2020

ANGELIA PIERCE, NOTARY PUBLIC
MY COMMISSION EXPIRES
JANUARY 18, 2020
PAULDING COUNTY, GEORGIA

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 8 of 8)

FOR INTERNAL USE ONLY

Project Name/Number: FC/BID- 9974, CITYWIDE DEMO & ASBESTOS
Proponent: MACK'S HAULING, INC.

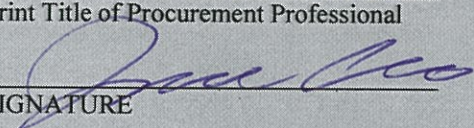
This is to acknowledge that this Contractor Disclosure and Declaration Form has been reviewed and appropriate actions have been taken in accordance with City of Atlanta Procurement Code Section 2-1214 and Department of Procurement procedures.

JEREMIAS CIRILO

Print Name of Procurement Professional

CONTRACTING OFFICER

Print Title of Procurement Professional


SIGNATURE

Print Name of Chief Procurement Officer

Signature of Chief Procurement Officer

Date

Appendix E

Additional Required Submittals (Equipment List for Owned Property)

Appendix E, Additional Required Submittal

FC-9974, Citywide Asbestos Abatement and Demolition Services

EQUIPMENT LIST FOR OWNED PROPERTY

Quantity	Year	Manufacturer Name and Model	Serial Number	Detailed Description
1	1996	Volvo	4V4UD88F5TN724940	Roll-off Truck
1	2003	Peterbilt	2NPALU6X43N598576	Roll-off Truck
1	1997	Mack	2M3P214KVM00462	Dump Truck
1	2007	Mack	2M2A306YK7N008103	Dump Truck
1	2000	Mack	2M2P26700/M051297	Dump Truck
1	1996	Mack	2M2P267C7/M027572	Dump Truck
1	1993	WAGM	4V2JBAMF1PR817374	Road Tractor
1	2007	Kaufman	15XFR40287L001083	Lo-Boy Trailer
1	1999	Bobcat	514146451	Rubber Tire Bobcat

***The Proponent must use format listed and should duplicate for any additional pages needed.

Appendix E, Additional Required Submittal

FC-9974, Citywide Asbestos Abatement and Demolition Services

EQUIPMENT LIST FOR OWNED PROPERTY

Quantity	Year	Manufacturer Name and Model	Serial Number	Detailed Description
1	2005	Kobelco	YH040388	SK135 excavator
1		Cat	TWC00367	235b excavator
1		Cat	202571	953 loader
6		Nulife		Roll-off
17		Nulife		20 yard - containers
				30 yard - containers

***The Proponent must use format listed and should duplicate for any additional pages needed.

Appendix F

Special Conditions (OCGA § 41-2-9)

2010 Georgia Code
TITLE 41 - NUISANCES
CHAPTER 2 - ABATEMENT OF
NUISANCES GENERALLY
§ 41-2-9 - County or municipal
ordinances relating to unfit buildings
or structures

O.C.G.A. 41-2-9 (2010)

41-2-9. County or municipal ordinances relating to unfit buildings or structures

(a) In addition to any other remedies or enforcement mechanisms available, upon the adoption of an ordinance finding that dwelling, building, or structure conditions of the character described in Code Section 41-2-7 exist within a county or municipality, the governing body of such county or municipality is authorized to adopt ordinances relating to the dwellings, buildings, or structures within such county or municipality which are unfit for human habitation or commercial, industrial, or business uses and not in compliance with applicable codes, which are vacant and being used in connection with the commission of drug crimes, or which constitute an endangerment to the public health or safety as a result of unsanitary or unsafe conditions. Such ordinances shall include at least the following provisions:

(1) That it is the duty of the owner of every dwelling, building, structure, or property within the jurisdiction to construct and maintain such dwelling, building, structure, or property in conformance with applicable codes in force within the jurisdiction, or such ordinances which regulate and prohibit activities on property and which declare it to be a public nuisance to construct or maintain any dwelling, building, structure, or property in violation of such codes or ordinances;

(2) That a public officer be designated or appointed to exercise the powers prescribed by the ordinances;

(3) That whenever a request is filed with the public officer by a public authority or by at least five residents of the municipality or by five residents of the unincorporated area of the county if the property in question is located in the unincorporated area of the county charging that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer shall make an investigation or inspection of the specific dwelling, building, structure, or property. If the officer's investigation or inspection identifies that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer may issue a complaint in rem against the lot, tract, or parcel of real property on which such dwelling, building, or structure is situated or where such public health hazard or general nuisance exists and shall cause summons and a copy of the complaint to be served on the interested parties for such dwelling, building, or structure. The complaint shall identify the subject real property by appropriate street address and official tax map reference; identify the interested parties; state with particularity the factual basis for the action; and contain a statement of the action sought by the public officer to abate the alleged nuisance. The summons shall notify the interested parties that a hearing will be held before a court of competent jurisdiction as determined by Code Section 41-2-5, at a date and time certain and at a place within the county or municipality where the property is located. Such hearing shall be held not less than 15 days nor more than 45 days after the filing of said complaint in the proper court. The interested parties shall have the right to file an answer to the complaint and to appear in person or by attorney and offer testimony at the time and place fixed for hearing;

(4) That if, after such notice and hearing, the court determines that the dwelling, building, or structure in question is unfit for human habitation or is unfit for its current commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes

an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the court shall state in writing findings of fact in support of such determination and shall issue and cause to be served upon the interested parties that have answered the complaint or appeared at the hearing an order:

(A) If the repair, alteration, or improvement of the said dwelling, building, or structure can be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to repair, alter, or improve such dwelling, building, or structure so as to bring it into full compliance with the applicable codes relevant to the cited violation and, if applicable, to secure the structure so that it cannot be used in connection with the commission of drug crimes; or

(B) If the repair, alteration, or improvement of the said dwelling, building, or structure in order to bring it into full compliance with applicable codes relevant to the cited violations cannot be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to demolish and remove such dwelling, building, or structure and all debris from the property.

For purposes of this Code section, the court shall make its determination of "reasonable cost in relation to the present value of the dwelling, building, or structure" without consideration of the value of the land on which the structure is situated; provided, however, that costs of the preparation necessary to repair, alter, or improve a structure may be considered. Income and financial status of the owner shall not be factor in the court's determination. The present value of the structure and the costs of repair, alteration, or improvement may be established by affidavits of real estate appraisers with a Georgia appraiser classification as provided in Chapter 39A of Title 43, qualified building contractors, or qualified building inspectors without actual testimony presented. Costs of repair, alteration, or improvement of the structure shall be the cost necessary to bring the structure into compliance with the applicable codes relevant to the cited violations in force in the jurisdiction;

(5) That, if the owner fails to comply with an order to repair or demolish the dwelling, building, or structure, the public officer may cause such dwelling, building, or structure to be repaired, altered, or improved or to be vacated and closed or demolished. Such

abatement action shall commence within 270 days after the expiration of time specified in the order for abatement by the owner. Any time during which such action is prohibited by a court order issued pursuant to Code Section 41-2-13 or any other equitable relief granted by a court of competent jurisdiction shall not be counted toward the 270 days in which such abatement action must commence. The public officer shall cause to be posted on the main entrance of the building, dwelling, or structure a placard with the following words:

"This building is unfit for human habitation or commercial, industrial, or business use and does not comply with the applicable codes or has been ordered secured to prevent its use in connection with drug crimes or constitutes an endangerment to public health or safety as a result of unsanitary or unsafe conditions. The use or occupation of this building is prohibited and unlawful.";

(6) If the public officer has the structure demolished, reasonable effort shall be made to salvage reusable materials for credit against the cost of demolition. The proceeds of any moneys received from the sale of salvaged materials shall be used or applied against the cost of the demolition and removal of the structure, and proper records shall be kept showing application of sales proceeds. Any such sale of salvaged materials may be made without the necessity of public advertisement and bid. The public officer and governing authority are relieved of any and all liability resulting from or occasioned by the sale of any such salvaged materials, including, without limitation, defects in such salvaged materials; and

(7) That the amount of the cost of demolition, including all court costs, appraisal fees, administrative costs incurred by the county tax commissioner or municipal tax collector or city revenue officer, and all other costs necessarily associated with the abatement action, including restoration to grade of the real property after demolition, shall be a lien against the real property upon which such cost was incurred.

(b)(1) The lien provided for in paragraph (7) of subsection (a) of this Code section shall attach to the real property upon the filing of a certified copy of the order requiring repair, closure, or demolition in the office of the clerk of superior court in the county where the real property is located and shall relate back to the date of the filing of the lis pendens notice required under subsection (c) of Code Section 41-2-12. The clerk of superior court shall record and index such certified copy of the order in the deed records of the county and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes to which the lien shall

be inferior, and shall continue in force until paid.

(2) Upon final determination of costs, fees, and expenses incurred in accordance with this chapter, the public officer responsible for enforcement actions in accordance with this chapter shall transmit to the appropriate county tax commissioner or municipal tax collector or city revenue officer a statement of the total amount due and secured by said lien, together with copies of all notices provided to interested parties. The statement of the public officer shall be transmitted within 90 days of completion of the repairs, demolition, or closure. It shall be the duty of the appropriate county tax commissioner or municipal tax collector or city revenue officer, who is responsible or whose duties include the collection of municipal taxes, to collect the amount of the lien using all methods available for collecting real property ad valorem taxes, including specifically Chapter 4 of Title 48; provided, however, that the limitation of Code Section 48-4-78 which requires 12 months of delinquency before commencing a tax foreclosure shall not apply. A county tax commissioner shall collect and enforce municipal liens imposed pursuant to this chapter in accordance with Code Section 48-5-359.1. The county tax commissioner or municipal tax collector or city revenue officer shall remit the amount collected to the governing authority of the county or municipality whose lien is being collected.

(3) Enforcement of liens pursuant to this Code section may be initiated at any time following receipt by the county tax commissioner or municipal tax collector or city revenue officer of the final determination of costs in accordance with this chapter. The unpaid lien amount shall bear interest and penalties from and after the date of final determination of costs in the same amount as applicable to interest and penalties on unpaid real property ad valorem taxes. An enforcement proceeding pursuant to Code Section 48-4-78 for delinquent ad valorem taxes may include all amounts due under this chapter.

(4) The redemption amount in any enforcement proceeding pursuant to this Code section shall be the full amount of the costs as finally determined in accordance with this Code section together with interest, penalties, and costs incurred by the governing authority, county tax commissioner, municipal tax collector, or city revenue officer in the enforcement of such lien. Redemption of property from the lien may be made in accordance with the provisions of Code Sections 48-4-80 and 48-4-81.

(c) The governing authority may waive and release any such lien imposed on property upon the owner of such property entering into a contract with the county or municipality agreeing to a timetable for rehabilitation of the real property or the dwelling, building, or structure on the property and demonstrating the financial means to accomplish such rehabilitation.

(d) Where the abatement action does not commence in the superior court, review of a court order requiring the repair, alteration, improvement, or demolition of a dwelling, building, or structure shall be by direct appeal to the superior court under Code Section 5-3-29.

(e) In addition to the procedures and remedies in this chapter, a governing authority may provide by ordinance that designated public officers may issue citations for violations of state minimum standard codes, optional building, fire, life safety, and other codes adopted by ordinance, and conditions creating a public health hazard or general nuisance, and seek to enforce such citations in a court of competent jurisdiction prior to issuing a complaint in rem as provided in this Code section.

(f) Nothing in this Code section shall be construed to impair or limit in any way the power of the county or municipality to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

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CONTRACT FOR:

**FC-9974-A, Citywide Demolition & Asbestos Abatement
Services
(Non-Professional Services)**



Atlanta, Georgia

**Keisha Lance Bottoms
Mayor
City of Atlanta**

**Erika Shields
Chief of Police
Atlanta Police Department**

**David L. Wilson II
Chief Procurement Officer
Department of Procurement**

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Non-Professional Services Agreement

NON PROFESSIONAL SERVICES AGREEMENT

FC-9974-A, Citywide Demolition and Asbestos Abatement Services

This Non-Professional Services Agreement ("Agreement") is entered into and effective as of February 20, 2019 (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Service Provider") set forth below.

Contract Name: Citywide Demo & Asbestos	Contract No. FC-9974-A
Service Provider	City of Atlanta
Kissberg Construction, Inc.	Using Agency: Atlanta Police Department
Address: 1100 2nd Street Stone Mountain, GA 30083	Address: 55 Trinity Avenue Atlanta, GA 30303
Phone: (404) 284-0509	Phone: (404) 546-6964
Authorized Representative: Ms. Henrietta Kisseih (President)	Authorized Representative: Ms. Erika Shields (Chief of Police)

1. Background.

1.1 City desires to obtain from Service Provider the services ("Services") described generally on **Exhibit A-Services and Additional Compensation Terms** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement on behalf of the Atlanta Police Department ("the APD") Code Enforcement Section is Two Million Dollars and No Cents (\$2,000,000.00 annually) ("Maximum Payment Amount") specifically for Code Enforcement on an as needed basis among all contractors and One Hundred Seventy-Five Thousand Dollars and No Cents (\$175,000.00 annually) specifically for the Watershed Department on an as needed basis among all contractors. More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A-1, Cost Proposal**.

2. Term.

2.1 Initial Term. The initial term of this Agreement will be five (5) base years. This Agreement shall commence on the Effective Date and end on [February 19, 2024]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for two (2) one (1) year additional terms according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2 If such legislation is enacted, within (5) five days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. **Interpretation.**

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B-Definition** attached hereto.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Non-Professional Services Agreement
2. Exhibit A – Services and Additional Compensation Terms
Exhibit A.1--Cost Proposal
4. Exhibit B – Definitions
4. Exhibit C --Legislation
5. Exhibit D - City Security Policies
6. Exhibit E - Dispute Resolution Procedures
7. Appendix A - Office of Contract Compliance Requirements
8. Appendix B - Insurance and Bonding Requirements
9. Appendix C- General Conditions
10. Appendix D - Required Submittals (IIREA, Business License and
Conflict of Interest Disclosure Form)
11. Appendix E- Additional Required Submittals (Equipment List for Owned
Property)
12. Appendix F- Special Conditions (OCGA § 41-2-9)

4. **Authorization.** If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C-Legislation.**

5. **Services.**

5.1 **Description of Services.** Service Provider agrees to provide to City the Services per this Agreement. **Exhibit A-Services and Additional Compensation Terms** sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on **Exhibit A-Services and Additional Compensation Terms**, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A-Services and Additional Compensation Terms.**

¹ For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

5.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high-quality working and performing order.

5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").² All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

² Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E-Dispute Resolution Procedures**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. Service Provider's Obligations.

6.1 Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to

the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

- (a) Henrietta Kisseih, President.

6.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

- (a) Deborah S. Harris, TMC Grassing, Inc.
- (b) Louis Little, Little Environmental Company, Inc.
- (c) Lindsey Jacks, Lindsey Jacks Trucking
- (d) Deon Carter, Cleveland Carter Enterprises, Inc.
- (e) Tova Reeder, TTR Enterprises, Inc.
- (f) Julie Jones, Johnson Rolloff
- (g) Wayne Cleveland, American Choice Portable Toilets
- (h) Mike Young, Fence Works of Georgia

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

6.9 Ethics in Contracts.

6.9.1 Gratuities and Kickbacks. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

6.9.2 Fraud and misrepresentation. Any written or oral information provided by [insert as appropriate "Contractor" or Service Provider"], directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. [Contractor] agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. [Contractor] further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. [Contractor] agrees to place signage provided by the City regarding the Integrity Line at the location to which [Contractor's] employees report to perform the services required by this Agreement. [Contractor] acknowledges and agrees that a finding of fraud or other impropriety on the part of the [Contractor] or any of its [subcontractors] may result in suspension or debarment of the [Contractor]; and the City may pursue any other actions or remedies that the City may deem appropriate. [Contractor] agrees to include this clause in its [subcontracts] and take appropriate measures to ensure compliance with this provision.

7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent

provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion, the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. Payment Procedures.

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A-Services and Additional Compensation Terms**.

8.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A-Services and Additional Compensation Terms**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A-Services and Additional Compensation Terms**, Service Provider shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on **Exhibit A-Services and Additional Compensation Terms**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

9. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

9.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

9.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

10. Compliance with Laws.

10.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

10.2 City's Socio-Economic Programs. Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

11. Confidential Information.

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City,

Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

13. Audit and Inspection Rights.

13.1 General.

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

14. Indemnification by Service Provider.

14.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its

indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

15. Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth on **Appendix B-Insurance and Bonding Requirements.**

17. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. Termination.

18.1 Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled "**Termination by City for Convenience**".

18.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its

business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

19. Dispute Resolution.

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and Exhibit E. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

20. General.

20.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another

means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject

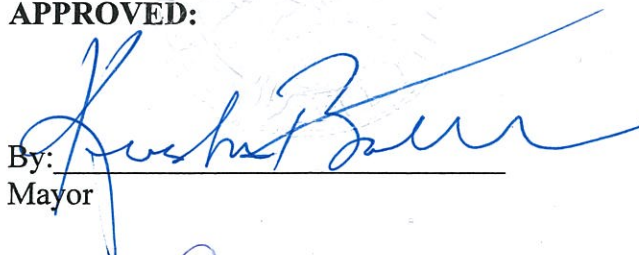
matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

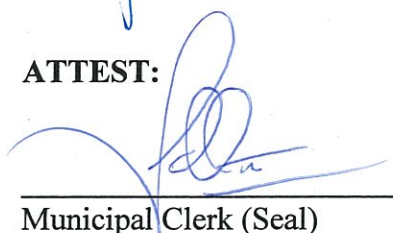
The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

CITY OF ATLANTA:

APPROVED:

By: 
Mayor

ATTEST:


Municipal Clerk (Seal)

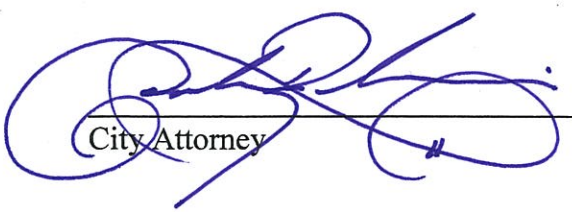
RECOMMENDED:


Chief of Police

APPROVED:

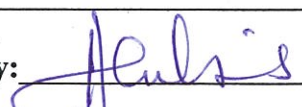

Chief Procurement Officer

APPROVED AS TO FORM:


City Attorney

Signature Block Options for Service Provider:

Corporate signature:
Kissberg Construction, Inc.

By: 

Name: MARGARET KISSERT

Title: President


Corporate Secretary/Assistant
Secretary (Seal)

Exhibit A

Services and Additional Compensation Terms

Scope of Services for:
FC-9974, Citywide Demolition and Asbestos Abatement Services

OBJECTIVES

The City of Atlanta (the “City”), Department of Procurement (“DOP”) on behalf of the Atlanta Police Department (“APD”) has solicited for Request for Proposals from qualified Contractors to perform all planning, administrative, permitting, salvaging, execution, removal and grading/erosion requirements necessary to safely demolish specified structure(s) and conduct asbestos abatement and environmental remediation services. Proper disposal of all removed items (interior and exterior) is mandated. All service requests will be performed at the City’s discretion on an as-needed basis, at various City locations.

BACKGROUND

The City is projected to demolish over 350 structures over the next five (5) years. Service requests may include a single-family house, multi-building apartment complex, large commercial, industrial or even an institutional property. Most demolition and asbestos abatement requests are anticipated to be residential structures; however, contractors are required to possess the requisite skills to demolish and abate asbestos for non-residential structures less than four-stories. Additionally, all projects must be carried out in an efficient and workmanlike manner.

Prior to demolition, each structure is inspected by a separate certified asbestos inspection contractor to determine the presence (or not) of asbestos containing material. If such material is present, the Contractor is required to remove all asbestos containing material identified by the certified asbestos inspection contractor and dispose all asbestos in accordance with federal and state regulations prior to demolition. The abatement process must include a formal notice to the Georgia Environmental Protection Division (EPD) of the Contractor’s intent to complete the asbestos abatement. The Contractor will be responsible for contacting the certified asbestos inspection contractor to schedule the final inspection and obtain the asbestos clearance letter. The Contractor is responsible for providing a summary report of all abatement activities prior to securing the required demolition permits.

The Contractor will then be responsible for providing advanced notification to EPD of the Contractor’s intent to perform the demolition. The contractor must also secure clearance from EPD to proceed prior to demolition. The Contractor must obtain all required permits from the authorized agency prior to demolition. The Contractor will also be responsible for contacting the appropriate utility companies for capping of existing utilities.

After demolition, the Contractor will be responsible for removing all debris from the premises, trash, litter, rubbish, rubble and foundation exposed above the ground level. All removed items must be disposed of in accordance with State law. Once the structure(s) is demolished, the Contractor will be responsible for filling any excavation or other depressions to existing grade with clean dirt, containing no more than twenty-five (25%) per cent stone or masonry. Finally, the Contractor will be responsible for adequately sloping and draining all filled areas with plants,

seeds and/or straw. All erosion control standards outlined by the City's Office of Site Development must be adhered to, including but not limited to silt fencing.

1.0 MINIMUM QUALIFICATIONS

- All demolition services outlined in the Scope of Services (Exhibit A) must be provided by the Prime Contractor. The Prime Contractor can utilize the services of a Sub-Contractor to haul the trash and debris from the demolition site to an approved landfill. The Prime Contractor must be able to demonstrate and provide evidence within their proposal of a minimum of three (3) consecutive years of experience in the demolition industry within the last five (5) years. In no circumstance should the Prime Contractor subcontract demolition services.
- The Prime Contractor or Subcontractor must be able to demonstrate and provide evidence within their proposal of a minimum of three (3) consecutive years of experience in the asbestos remediation industry within the last five (5) years.
- The Prime Contractor must be able to demonstrate and provide evidence within their proposal of at least three (3) consecutive years of experience in the salvage and/or subsequent sale of reusable materials from demolition or other construction activity within the last five (5) years.
- The Prime Contractor or Subcontractor must be able to demonstrate and provide written certification from the State of Georgia that he/she is a certified/licensed asbestos abatement contractor in the state of Georgia.
- The Contractor must be able to demonstrate and provide a Level 1A certification from the Georgia Soil and Water Conservation Commission.
- The Proponent must furnish all supervision, labor, materials, machinery and tools. **No equipment shall be leased or rented by the Proponent to carry out the work.** The Proponent must provide a comprehensive list and describe ALL this equipment currently owned by the company, utilizing the below referenced format (Appendix E):
 - Manufacturer Name
 - Model
 - Year
 - Serial Number
 - Quantity
 - Detailed Description

Verification of ownership will be completed by a City official when assessing serial numbers of approved equipment.

- The Proponent must agree to incur all initial costs and obtain all required permits (if applicable). The Proponent will be reimbursed for **permitting fees only** as noted on the Cost Proposal Schedule (Exhibit A.1).

- The Proponent must agree to submit permit and dumping receipts with all monthly invoices or the City will not be obligated to pay said Contractor. The Proponent must agree to incur all dumping fees. The City is not responsible for the reimbursement of dumping fees as noted on the Cost Proposal Schedule (**Exhibit A.1**).
- The Proponent must agree to give 100% of all proceeds from salvageable material in order to offset monthly invoices submitted to the City of Atlanta. Additionally, the Proponent must be able to provide documentation of all reimbursements received from a certified disposal company. All deductions made on monthly invoices for salvageable materials must be clearly identified.

2.0 SCOPE OF SERVICE

Services will include, but not limited to, the following major elements:

A. Demolition shall not begin until:

1. The asbestos abatement clearance letter has been issued by the certified asbestos inspection contractor.
2. The proper permit(s) has been issued by the authorized agency.
3. A sewer plug permit has been issued by the authorized agency.
4. All appropriate utility connections have been removed.
5. The pre-construction meeting completed with the Department of Watershed Management.
6. The City's designee has been notified of the demolition start date.
7. A rodent clearance letter has been obtained.
8. A notice of intent to demolish (Georgia Project Notification Form) has been the submitted to the Environmental Protection Division before performing asbestos abatement and obtaining demolition permit.

B. Asbestos Remediation - All work shall be performed in accordance with the Federal and State Regulations which govern the safe removal and disposal of asbestos containing material. The Contractor shall wear the appropriate protective gear while in the environment of asbestos. Contractor or Subcontractor must be certified for asbestos abatement in the State of Georgia. The Contractor or Subcontractor shall commence the work immediately following the submission of the GA EPD Notification and authorization from the City's designee. The abatement process shall be commenced within two (2) business days unless otherwise authorized by the City's designee. **Any furniture within the impacted area shall be identified and upon approval of the City's designee, be moved to a temporary storage area or container and replaced to existing state once abatement is complete.** In the event previously undiscovered asbestos is encountered, notify the City's designee and the certified asbestos inspection contractor for further sampling, quantity and location verification.

C. Demolition shall include removal of the entire existing structure, foundation, basement (however, if all portions of the basement slab is over three feet below existing ground the basement slab can remain in place and be broken to allow water passage), driveways, shrubs and other miscellaneous site features including overgrowth of grass and weeds, trash, litter, rubbish and tires (interior and exterior). All demolition debris shall be disposed

of legally in an approved landfill from each project site and **provide the City with proof of dumping receipts** (the contractor must comply with EPA regulations, hauling and disposal regulations).

D. Erosion Control:

1. Construction Access: Either by using driveways or the creation of a crush stone construction access, all access or egress shall be limited to this area so that control is exercised in order to minimize or prevent the tracking of mud onto City streets by the Contractor's motorized equipment.
 2. Sediment Barrier: The Contractor shall provide such sediment barriers as necessary in order to intercept all water borne pollution before it escapes to City streets or the property of others.
 3. Other BMPs: Due to unique features of particular properties, the designee of the Office of Code Compliance may require additional control features upon completion of items 1 and 2. Specific inspection and approval will be required upon completion of these items and before any off-street activity is allowed. The City or its Engineering Departments of applicable counties may be requested to provide inspection assistance.
 4. Fill any excavation or other depressions to existing grade with clean soil containing no more than twenty-five percent (25%) stone or masonry and adequately slope and drain all filled areas (soil and backfill cavities shall be obtained from locations outside the project area, at the Contractor's expense).
 5. The Contractor shall stabilize all disturbed areas in accordance with the City of Atlanta's Soil Erosion and Sedimentation Control Ordinance. Once permanent stabilization occurs, **the Contractor shall remove all BMPs.**
 6. Erosion Control plans must meet the minimum City of Atlanta standards for permitting.
- E. Under no circumstances shall burial and burning of waste materials which includes, but not limited to trash, litter and debris be allowed on the job site. The Contractor must keep the premises and public right-of-way reasonably clear at all times.
- F. Basement slabs with all portions of the basement slab are over three feet below existing ground the basement slab can remain in place and be broken to allow water passage to reduce anaerobic decomposition and left in place and filled over. All wells, septic tanks or other cavities shall be completely filled, covered and secured in accordance with the Georgia Water Wells Standard Act. This shall be left in a safe and clean condition.
- G. The Contractor shall contact the appropriate utility companies to ascertain that utility service connections (i.e. water, gas, electricity and telephone) to the structure have been removed in accordance with the regulations of the utility concerned and all applicable local Codes and Ordinances. All water, gas and sewer lines shall be closed/sealed and made gas

tight. The Contractor is responsible for any direct or indirect damages to any utility structure or property through or by reason of the removal process.

- H. Under no circumstances will blasting be done on the premises.
- I. Perishable materials must not become a part of any fill placed or left on the site.
- J. Upon completion of the work, the Contractor shall remove all temporary construction equipment, dumpsters and trash and debris of all kinds.
- K. The Contractor shall be responsible for all fees, charges and costs required to complete scope of service. Prior to starting a project, the Contractor shall meet with the City's designee to review the scope of work for each property, in order to, price each individual job and to verify the structure to be demolished.
- L. The Contractor shall perform demolition projects **Monday through Friday** between the hours of 7:00 a.m. and 7:00 p.m. The Contractor shall not perform demolition projects on calendar holidays.
- M. The Contractor shall contact the City's designee for an inspection within 48 hours upon completion of the project to confirm compliance. Once the project is approved by the designee, the Contractor shall submit an invoice for payment based on the agreed price prior to demolition (include all permitting receipts).
- N. The City will provide some photos and maps (City of Atlanta-GIS site plan) to the Contractor.
- O. Safety:
 - 1. The Contractor shall be solely responsible for adequate protection and safety for personnel, visitors and property on the site at all times during the execution of any future agreements.
- P. Salvaging:
 - 1. The Contractor acknowledges the requirement of O.C.G.A. 41-2-9(a)(6) and agrees that for demolitions, reasonable effort shall be made to salvage reusable materials for credit against the cost of demolition. The proceeds of any moneys received from the sale of salvaged materials shall be used or applied against the cost of the demolition and removal of the structure, and proper records shall be kept showing application of sales proceeds. Any such sale of salvaged materials may be made without the necessity of public advertisement and bid. The City shall have no liability resulting from or occasioned by the sale of any such salvaged materials, including, without limitation, defects in such salvaged materials.
 - 2. Accordingly, prior to demolition, the City and Contractor shall inspect the structure to determine whether the structure possesses reusable materials and if so, whether salvage is reasonable or not. The parties shall consult with each other at

the inspection as to their respective opinion(s) on such matter. Notwithstanding, final determination on the matter shall reside in the sole discretion of the City. In the event the City determines there is reusable material on the structure and that salvage of same is reasonable, the City shall inform the Contractor of such determination, either verbally at the inspection or thereafter in writing, on those materials which must be salvaged. Contractor agrees to salvage said materials and sell them in an arm's length transaction but without the necessity of public advertisement and bid. Contractor agrees to keep and provide the City proper records of such sale prior to the City's obligation to pay for the demolition. Contractor shall apply the sales proceeds against the contract amount set forth in the notice to proceed. Contractor acknowledges that the salvage requirement is to protect taxpayer funds and therefore Contractor agrees that it is specifically prohibited from profiting from such salvage, the breach of which shall be automatic grounds for termination.

Q. Security:

1. The Contractor shall be solely responsible for the security of the work area. The work area is to be restricted only to authorized, trained and protected personnel and/or visitors. These may include the Contractor's employees, employee of subcontractors (if applicable), the City's authorized designee(s) and state and local inspectors.
2. The Contractor shall notify the City's designee or other respective departments of any extraordinary event which occurs during each project assignment immediately.

R. Damages to Property:

1. The Contractor agrees to replace and/or repair any damages to sidewalks, driveways, fences/walls and other property which may result from conditions created by the Contractor, his employees or agent during the performance of work specified under this contract. The Contractor must respond to all complaints within FIVE (5) DAYS. All claims must be reported to the City's Law Department immediately.
-

Exhibit A-1
Cost Proposal
(Original Cost Proposal w/ 38 Accepted Line Items & Negotiated Cost
Proposal w/ 9 Negotiated & Accepted Line Items)

EXHIBIT A.1

FC-9974, CITYWIDE DEMOLITION AND ASBESTOS ABATEMENT SERVICES COST
PROPOSAL

Services	Unit of Measure	Unit Price
DEMOLITION		
1- Story Frame Structure	S.F.	\$6.00
Frame Structure each additional level	S.F.	\$1.99
1- Story Frame w/ Brick Veneer	S.F.	\$3.95
Frame/Brick Veneer each additional level	S.F.	\$1.90
1- Story Solid Masonry	S.F.	\$4.00
Solid Masonry each additional level	S.F.	\$1.99
1- Story Concrete w/ Reinforced steel	S.F.	\$4.00
1-Story Steel Girder & Metal Clad Structure	S.F.	\$1.00
Accessory Structure (Frame)	S.F.	\$1.00
Accessory Structure (Brick or Block)	S.F.	\$1.00
Structure w/ Steep Roof (area above 6 1/2 pitch)	S.F.	\$1.00
Removing and Hauling of exterior and interior junk, trash and debris (including but not limited to bulky tree limbs, severe kudzu/vines, shrubbery trimmings, furniture, old appliances, etc.)	C.Y.	\$12.00
Cut all overgrowth of weeds, grass and bushes (exceeding 12" in height)	S.F.	\$3.00
Concrete paving slabs, reinforced up to 8" thick	S.F.	\$2.00
Asphalt pavement	S.F.	\$1.00
On site crushing and stockpiling of concrete (quantities greater than 200 cu. yd.)	C.Y.	.90
Additional clean fill dirt needed to level lot	C.Y.	\$1.00
Kentucky 31 Tall Fescue	S.F.	\$1.00

KISSBERG CONSTRUCTION

Common Bermuda	S.F.	\$1.00
Install Silt Screen (36")	L.F.	\$1.50
Install 8' tall chain link fence	L.F.	\$18.00
12' wide gate and lock	EACH	\$150.00
Removal of tires	EACH	\$7.00
Rodent Clearance Letter	EACH	\$100.00
ASBESTOS REMOVAL		
Exterior Siding	S.F.	.95
Roofing		
All Layers	S.F.	\$2.50
Flashing Materials	S.F.	\$1.50
Shingles	S.F.	\$1.75
Floor Covering on Wood Substrate		
Floor Tile (all layers)	S.F.	\$1.99
Sheet Goods (all layers)	S.F.	\$1.49
Mastic	S.F.	.75
Floor Covering on Concrete Substrate		
Floor Tile (all layers)	S.F.	\$1.49
Sheet Goods (all layers)	S.F.	\$1.49
Mastic	S.F.	.75
HVAC System		
Pipe Insulation	L.F.	\$5.99
Duct Insulation	S.F.	\$3.49
Tank Insulation	S.F.	\$3.70
Felt Duct Tape	L.F.	\$4.99
Flue Duct (Cement Board)	S.F.	\$2.99
Cement Sheet, Millboard and Paper	S.F.	\$3.49
Glazing and Caulks		
Glazing	L.F.	\$5.49
Exterior Caulk	L.F.	\$4.99
Interior Structure		
Soundproofing or Decorative Material sprayed on walls or ceilings	S.F.	\$6.99
Patching and Joint Compounds for walls and ceilings and associated drywall systems materials	S.F.	\$1.00
Textured Paint on walls and ceilings	S.F.	\$5.99

KISSBERG CONSTRUCTION

Portable Storage Container		
Residential	per day	\$150.00
Building (Commercial)	per day	\$160.00
TOTAL PROPOSAL AMOUNT:		\$700.00
IN WORDS: SEVEN HUNDRED DOLLARS		
Comments:		
The Contractor must agree to submit permit and dumping receipts with all monthly invoices or the City will not be obligated to pay said Contractor. The Contractor will be reimbursed for permitting fees only. The Contractor must agree to incur all dumping fees. The City is not responsible for the reimbursement of dumping fees.		
S. F.	SQUARE FEET	
C.Y.	CUBIC YARD	
L.F.	LINEAR FEET	

Please be mindful:

The Cost Proposal will be evaluated utilizing the five (5) most used line items. (1-story frame structure, removing and hauling of exterior and interior debris, cut of overgrowth of weeds, removal of tires, and the Rodent Clearance Letter)

A.1. Cost Proposal

FC-9974, Citywide Demolition and Asbestos Abatement Services

Yes, I agree to honor the above-reference Fixed Square Footage Rate, Fixed Square Feet Rate, Fixed Cubic Yard Rate, Fixed Linear Feet Rate and the Fixed Percentage Rate (provided for on page4s 1-3 of this cost proposal) as they relate specifically to demolition, asbestos abatement and salvaging services:

Corporate Proponent:

[Insert Corporate Name]

KISSBERG CONSTRUCTION

By: Henrietta

Name: HENRIETTA KISSETH

Title: President

Corporate Secretary/Assistant
Secretary (Seal)

Date: 9/13/17

OR

Non-Corporate Proponent:

[Insert Proponent Name]

By: _____

Name: _____

Title: _____

Date: _____

Notary Public (Seal)

My Commission Expires: _____

Date: _____

att:

(Attachment No. 1. Negotiated Terms & Conditions)
FC-9974, Citywide Demolition Service and Asbestos Abatement Services

Service Line Item	Proposed Fixed Cost	Maximum Fixed Cost
Cut OG Exceeding 12"	\$3.00	\$1.00
Soundproofing/Decorative Material Sprayed on Walls or Ceilings	\$6.99	\$6.00
Textured Paint on Walls & Ceilings	\$5.99	\$4.50
Kentucky 31 Tall Fescue (S.F.)	\$1.00	\$0.75
Common Bermuda (S.F.)	\$1.00	\$0.65
Install 8" Tall Chain Link Fence (L.F.)	\$18.00	\$14.00
Removal of tires (ea.)	\$7.00	\$5.00
Portable Storage Container Residential (per day)	\$150.00	\$115.00
Portable Storage Container Commercial (per day)	\$160.00	\$115.00

Corporate Proponent:

KISSBERG CONSTRUCTION

By: Henrietta

Name: HENRIETTA KISSEIT

Title: President

Corporate Secretary/Assistant
Secretary (Seal)

The City of Atlanta:
Atlanta Police Department

Chief Erika Shields

Exhibit B

Definitions

DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

"Applicable Law(s)" means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider's subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

"Charges" means the amounts payable by City to Service Provider under this Agreement.

"City Security Policies" means the policies set forth in **Exhibit D**.

"Code" means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

"Contract Documents" include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

"Facility" or "Facilities" means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

"Force Majeure Event(s)" means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

"Party" or "Parties" means City and/or Service Provider.

"Person" means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

Responsible Bidder- means any person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

Responsive Bidder - means a person who has submitted a bid or offer which conforms in all material respect to the invitation for bids or request for proposals. A Bid which is accurate and complete, with respect to Bid Schedules and information submitted relative to the technical qualifications, financial responsibility and is able to comply with Equal Opportunity and other requirements of the Agreement Documents.

Non-Responsive Bidder - would be the opposite of above-referenced definition.

"Service Provider Personnel" means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

"Third Party" means a Person other than the Parties.

Exhibit C

Legislation



CITY COUNCIL
ATLANTA, GEORGIA

18 - R - 4189

**A RESOLUTION
BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF ATLANTA TO EXECUTE AGREEMENT FC-9974, CITYWIDE DEMOLITION AND ASBESTOS ABATEMENT SERVICES WITH (COMPANY A) KISSBERG CONSTRUCTION, INC., (COMPANY B) SOUTHERN DEMOLITION, LLC., AND (COMPANY C) MACK'S HAULING, INC., ON BEHALF OF AND TO BE MANAGED BY THE DEPARTMENT OF POLICE, CODE ENFORCEMENT SECTION FOR AN AMOUNT NOT TO EXCEED TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00 ANNUALLY) SPECIFICALLY FOR CODE ENFORCEMENT ON AN AS NEEDED BASIS AMONG ALL CONTRACTORS AND ONE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$175,000.00 ANNUALLY) SPECIFICALLY FOR THE WATERSHED DEPARTMENT ON AN AS NEEDED BASIS AMONG ALL CONTRACTORS, FOR AN INITIAL TERM OF FIVE (5) YEARS WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS; ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM ACCOUNTS LISTED BELOW; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta's (the "City") Department of Police Office Code Enforcement Section ("Code Enforcement") has approximately eight hundred (800) Compliance Resolution cases pending action; and

WHEREAS, the City's Department of Procurement did advertise for FC-9974, Citywide Demolition and Asbestos Abatement Service for demolition and asbestos abatement services in connection with abandoned City structures on behalf of Code Enforcement; and

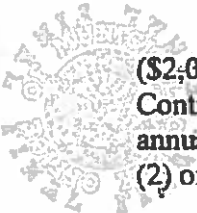
WHEREAS, various contractors submitted competitive proposals to the City on September 13, 2017 for an opportunity to perform demolition and asbestos abatement services; and

WHEREAS, the Chief Procurement Officer certifies that organizational and personal relationships disclosed by the successful offeror have been considered in accordance with Atlanta City Code Section 2-1214 and that award of the contract is appropriate; and

WHEREAS, a final recommendation for award was made by the Chief of Police in favor of three responsive and responsible Contractors: (Company A) Kissberg Construction, Inc., (Company B) Southern Demolition, LLC., and (Company C) Mack's Hauling, Inc., (collectively referred to as "Contractors"), in an amount not to exceed Two Million Dollars and No Cents (\$2,000,000.00 annually) specifically for Code Enforcement and One Hundred and Seventy-Five Thousand Dollars and No Cents (\$175,000.00 annually) specifically for Watershed Management on an as needed basis among all Contractors; and

WHEREAS, the contracts shall have an initial term of five (5) years with two (2) one (1) year renewal options at the sole discretion of the City.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, on behalf of the City, is hereby authorized to execute agreements pertaining to FC-9974, Citywide Demolition and Asbestos Abatement Services with each of the aforementioned Contractors in an amount not to exceed Two Million Dollars and No Cents



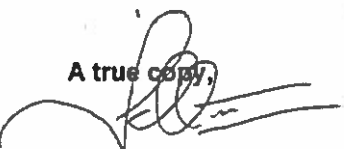
(\$2,000,000.00 annually) specifically for Code Enforcement on an as needed basis among all Contractors and One Hundred and Seventy-Five Thousand Dollars and No Cents (\$175,000.00 annually) specifically for the Watershed Department for an initial term of five (5) years with two (2) one (1) year renewal options at the sole discretion of the City.

BE IT FURTHER RESOLVED, that all contracted work initiated specifically by Code Enforcement shall be charged to and paid from: GENERAL FUND ACCOUNT 1001, DEPARTMENT 240621 (APD DIRECTOR OF CODE COMPLIANCE), ACCOUNT 5212001 (CONSULTANT PROFESSIONAL SERVICES 7210000 (PROTECTIVE INSPECTION ADM).

BE IT FURTHER RESOLVED, that all contracted work initiated specifically by the Watershed Department shall be charged to and paid from: \$75,000 - FDOA:5051 (WATER & WASTEWATER REVENUE), 170802 (DWM FACILITIES MANAGEMENT), 5222001 (REPAIR & MAINTENANCE-BUIL), 1511000 (GENERAL SUPERVISION); \$50,000 - FDOA: 5052 (WATER & WASTEWATER RNE FUND) 171002 (DWM SEWER LINEAR MAINTENANCE/REPAIR) 5414002 (FACILITIES THER THAN BUILDINGS) 4330000 (SEWAGE COLLECTION AND DISPOSAL) 111415 (CUSTER AVE CSO CAP RELIEF) 21391 (RNE 9999); PTAE0: 17111415 (CUSTER AVE CSO CAP RELIEF) 107 (DWM RNE 9999) 505221391 (WATER & WASTEWATER RNE FUND) 5414002 (FACILITIES OTHER THAN BUILDINGS) COA. \$50,000.00 - PTAE0: 17111415 (CUSTER AVENUE SAG INFRASTRUCTURE) 107 (DEMOLITION/RETENTION POND) 505221391 (WATER & WASTEWATER RNE FUND) 5212001 (CONSULTING/PROFESSIONAL SERVICES) COA (CITY OF ATLANTA) FDOA: 5052 (WATER & WASTEWATER RNE FUND) 171002 (DWM LINEAR MAINT/REPAIR) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 4330000 (SEWAGE COLLECTION & DISPOSAL) 11145 (CUSTER AVENUE SAG INFRAST.) 23191 (WATER & WASTEWATER RNE FUND).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is hereby directed to prepare an agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that a contract shall not become binding upon the City, and the City will incur no obligation or liability under it until it has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to Contractors.



A true copy,

Municipal Clerk

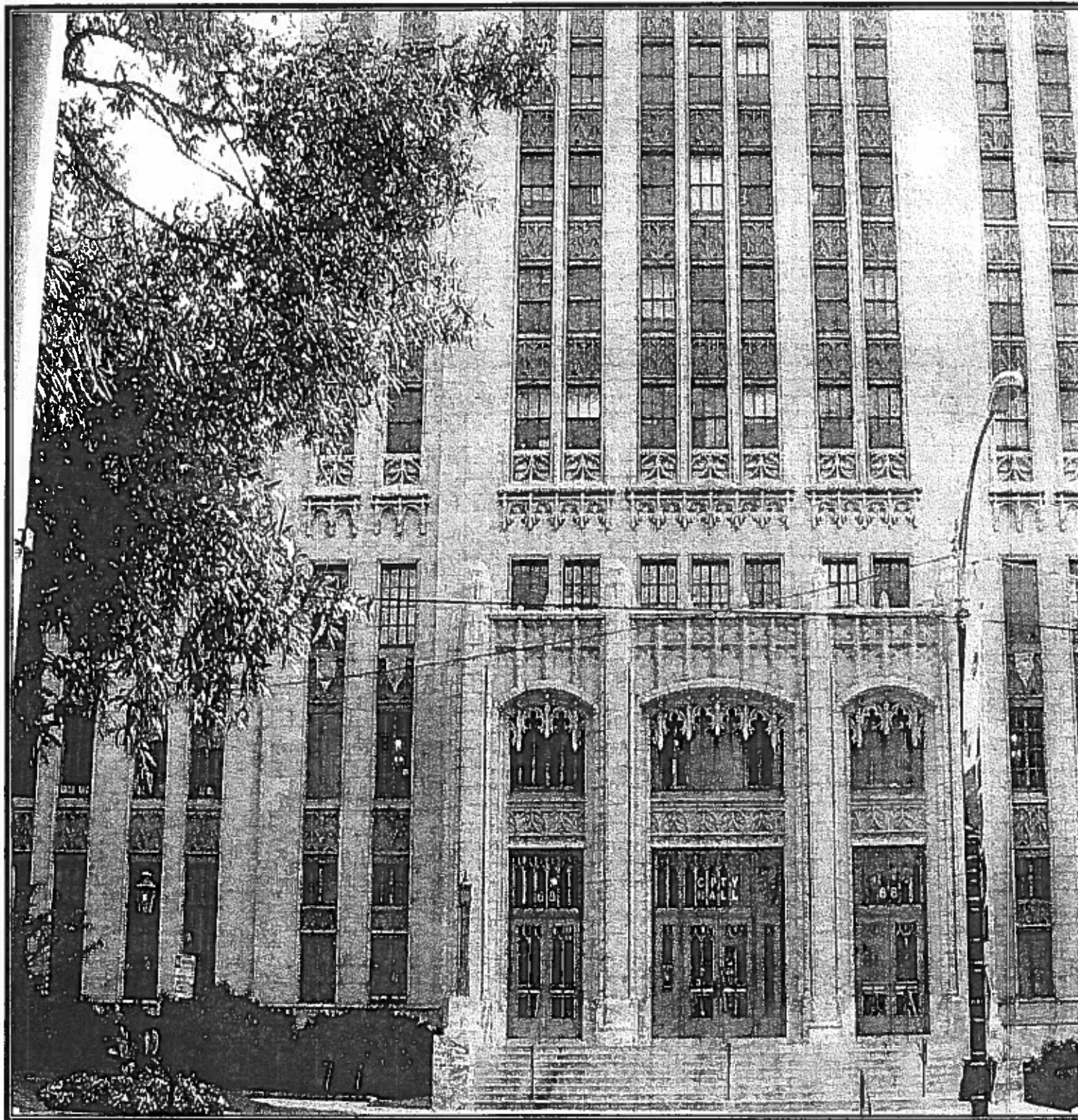
ADOPTED by the Atlanta City Council
APPROVED per City Charter Section 2-403

OCT 01, 2018
OCT 10, 2018

Exhibit D

City Security Policies

**CITY OF ATLANTA
OFFICE OF FACILITIES MANAGEMENT
ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY
CONTRACTORS' MANUAL**



CITY OF ATLANTA



**OFFICE OF FACILITIES MANAGEMENT
ENVIRONMENTAL, HEALTH, SAFETY
AND SECURITY
CONTRACTORS' MANUAL**

***Safety comes before all else –
"ZERO ACCIDENTS"***

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Contractor's Check List

1.0 INTRODUCTION

The Office of Enterprise Assets Management (OEAM) manages a number of facilities that provide for work, learning, and recreation.

OEAM is committed to providing a safe and healthy working environment for citizens, employees and contractors. It is our mission to ensure all activities in City of Atlanta facilities are carried out safely and in full compliance with relevant laws.

Unsafe work practices can result in serious injury and damage to property. These damages can result in large financial penalties for employees and contractors alike.

2.0 WHAT IS A HAZZARD

A 'hazard' is something that may cause harm or injury. Workplace hazards include moving parts of machinery, working at heights, slippery floors, electric energy, excessive noise, toxic or flammable substances, and/or lifting heavy objects.

3.0 WHAT IS A RISK

A 'risk' is the likelihood that a hazard will cause specific harm or injury to persons or damage to property.

3.1 WHAT IS A RISK ASSESSMENT

A Risk Assessment is the process of identifying safety and health hazards associated with work. Assessing the level of risk involved, and prioritizing measures to control the hazards and reduce the risks.

3.2 WHAT IS RISK MANAGEMENT

Risk Management, like risk assessment, involves assessments of risk associated with any work activity. It also includes control and monitoring of such risks.

3.3 CONTRACTOR'S BASIC RESPONSIBILITY

Everyone working on sites under the purview of OEAM is obligated to take reasonable care to:

- * Ensure the health and safety of the employees and public;
- * Avoid risking the safety and health of any other person;
- * Assist new site personnel in recognizing job hazards and following necessary procedures;
- * Ensure their work site is safe for themselves and others;

- * Practice good site housekeeping to minimize risk of avoidable accidents;
- * Identify OEAM before starting any work;
- * Be knowledgeable of all activities which could potentially pose a safety threat, hazard or danger to the safety of any person; and
- * Immediately take effective action to eliminate any safety hazard.

3.4 WAIVERS

Deviations from the procedures defined herein are not permitted without written authorization from the Director of the OEAM.

4.0 GENERAL

4.1 HAND PROTECTION

Gloves should be worn to prevent burns, abrasions, pinching, and to provide protection from electric shock, etc.

4.2 HAIR PROTECTION

Where there is danger of hair entanglement in moving equipment or exposure to ignition, steps must be taken to keep the hair close to the body.

4.3 SAFETY SHOES

For maximum foot protection, workers should wear safety shoes with toe protection and slip resistant soles. Suitable work shoes are defined as having durable soles and substantial leather upper tops that can be securely fastened or tied. Soft canvas, nylon, athletic or cloth type footwear are neither acceptable nor permitted.

4.4 HEARING PROTECTION

At a minimum, hearing protection must be worn where signs indicate hearing protection is required or where equipment exceeds acceptable noise limits. Contractors shall also provide hearing protection in accordance with their responsibilities under the Occupational Safety and Health Administration (OSHA) hearing conservation requirements.

4.5 EYE PROTECTION

Eye protection with side shields must be worn in areas designated by OEAM. Safety glasses must meet ANSI Z87.1 standards for Occupational Eye Protection (marked as such on the glasses). Additional eye protection (e.g. goggles, faceshields) must be

considered when significant hazards from sources such as particles, dust, electricity, heat, chemicals, and/or grass and other debris are present.

4.6 RESPIRATORY PROTECTION

If the work assignment requires respiratory protection equipment, employees must receive training, a medical evaluation and a respirator fit test. Prior to use, the contractor must select the appropriate respirator for the work to be performed. The contractor must have a written respirator program that complies with OSHA requirements.

4.7 ALCOHOL AND OTHER DRUGS

The contractor agrees to advise its employees and sub-contractors of OEAM's policy on the use, possession, sale and distribution of alcohol, drugs or other controlled substances in the workplace. Persons affected by alcohol, other drugs or medication which impair function are not permitted to carry out work assignments. Where it is observed that a contractor's staff may be affected by alcohol or other drugs, the matter will be referred to the contractor who will be required to take immediate action. The incident will be recorded by the OEAM/Facilities Management staff.

4.8 BEHAVIOR ON SITE

HARASSMENT & INAPPROPRIATE LANGUAGE

Contractors are advised that offensive language (e.g. swearing), offensive behavior and harassment are not accepted under any circumstances. All forms of harassment are unacceptable. Offensive behavior and/or language includes all behavior that reinforces inappropriate demeaning or discriminatory attitudes or assumption about persons based on age, race sex, sexual orientation, marital status or disability. Whistling unsolicited remarks of a sexual nature is specifically prohibited.

4.9 FIRST AID AND MEDICAL EMERGENCIES

It shall be the contractor's responsibility to provide first aid, transportation, and emergency medical services for their employees at any work site.

4.10 EVACUATIONS

The contractors must be familiar with the evacuation routes, assembly, and staging areas for their work locations. When a building alarm sounds or notice is given to evacuate, individuals must evacuate immediately. Evacuees must remain in the

assembly or until the all-clear signal is given. If the contractor has information relating to the emergency, the contractor shall notify the Director of Facilities for OEAM.

4.11 ACCIDENT & INJURY REPORTING

An 'accident' is defined as an unexpected or undesirable event especially one causing injury or damage.

An 'incident' is a potentially hazardous event which did not cause injury or damage but could have. All accidents and incidents must be reported to the Facilities Director as soon as possible. If serious personal injury or damage to the facilities occurs the area must be left 'as is' until advisement is received.

4.12 FIRE & SAFETY PROCEDURES

Fire extinguishing equipment shall be located and readily accessible. Employees shall be aware of location of all fire extinguishers.

4.13 ACCIDENT, ILLNESS AND INJURY INCIDENT INVESTIGATIONS

It shall be the contractor's responsibility to thoroughly investigate all serious or potentially serious accidents or incidents involving the contractor's staff at sites under the purview of the OEAM.

4.14 SMOKING POLICY

It is the contractor's responsibility to ensure their employees are in compliance with the City of Atlanta's policy of a smoke-free environment.

4.15 CERTIFICATED PERSONNEL

The contractor's shall only employ persons holding appropriate certificates and qualifications to perform any part of the work required by OEAM.

4.16 LICENSES

Copies of *current and valid licenses and permits* are to be made available to OEAM before commencing assigned work.

- Plumbing
- Gas Fitting
- Electrical Work
- Structural

- Carpentry/Minor Maintenance (Carpenters Trade Qualification)
- Refrigeration and Air Conditioning
- Forklift
- Elevated Work Platform
- Hot Work

4.17 CORRECTIVE ACTION

The Contractor must notify OEAM of the completion of any corrective actions identified as a result of an accident, illness or injury incident investigation.

4.18 VEHICLE SITE REQUIREMENTS

It shall be the contractor's responsibility to assist in the control and identification of non-authorized vehicles entering work sites and reduce the potential for vehicle accidents on-site. Contractor's leaving vehicles on site for extended periods shall be required to leave keys with the loading dock security personnel on duty.

4.19 VEHICLE SITE OPERATION

It shall be the contractor's responsibility to ensure employees operating specified equipment and vehicles on-site comply with all statutory requirements.

- * All vehicles, loaders, cranes, forklifts and trucks must comply with the road rules of the State of Georgia;
- * Contractor employees must have a valid driver's license; and
- * Cell phones other than "hands free" types shall be prohibited while operating one of the above referenced vehicles, while on the premises.

It is the contractor's responsibility to ensure that all cranes and mobile equipment to be used are certified as being safe operating condition prior to their arrival on site. Certification must be made available to OEAM upon request.

4.20 NOTICES AND SIGNS

It shall be the contractor's responsibility to erect and maintain standardized safety signs that can be quickly recognized and understood; signs must be located where the message is legible, attracts attention and is clearly visible.

4.21 HOUSEKEEPING

It shall be the contractor's responsibility to ensure amenities are in a clean and hygienic state and provide standard bins so waste does not litter the workplace. The contractor must also secure material in an organized and safe manner.

5.0 SECURITY REQUIREMENTS

Contractors and their employees assigned to work at sites under the purview of OEAM are expected to abide by all building security policies. These policies do not relieve the Contractors of their contractual duties. OEAM will not be responsible for any lost, stolen or damage to the contractor equipment.

5.1 IDENTIFICATION

Identification badges supplied to contractors by OEAM must be kept on the person at all times.

5.2 INSPECTION POLICY

OEAM reserves the right to inspect all property, including but not limited to personal property, while the on premises.

5.3 TERMINATION OF WORK ASSIGNMENTS

Upon termination of the Contractor's assignment:

The contractor must immediately notify OEAM of job completion; and all City of Atlanta issued identification badges and keys must be immediately returned to the OEAM project manager/OEAM representative.

5.4 EMPLOYEE TERMINATION

The contractor will not conduct employee terminations on City of Atlanta premises.

5.5 REASSIGNMENT OF WORKERS

Individuals whose prior employment ended as a result of involuntary termination for misconduct on the City of Atlanta premises are not permitted to work on any other City of Atlanta property, and should not be assigned without prior written authorization from OEAM.

5.6 SECURITY REPORTING

Actions and behaviors that are contrary to providing a safe and secure work environment will not be tolerated and must be immediately reported to OEAM. This information should include, but not limited to:

- *Harassment of any kind;
- *Theft, damage, or misuse of COA property;
- *Disorderly, violent, or threatening conduct or suspicious behaviors, situations, and/or incidents;
- *Criminal activities;
- *Being under the influence of alcohol or drugs while on City property;

- *Possession of dangerous weapons, explosives, firearms, unauthorized chemicals;
- *Unauthorized access into restricted areas;
- *Violation of any City policies or codes;
- *Any activity or behavior that presents an increased risk to site workers, facilities, or the City of Atlanta.

6.0 HAZARDOUS MATERIALS AND SUBSTANCES

Contractors must be certain of properties of every substance handled in sites under the purview of the OEAM. Take every precaution as directed; by the MSDS, know the protective equipment needed. In addition employees should be aware of how chemicals and substances can contact the body and how that contact can be prevented.

6.1 APPROVAL FOR HAZARDOUS MATERIAL USE

The use of all hazardous materials (solids, liquids, gases, and compressed gases) on City sites requires written approval from the OEAM prior to use. Contractors are limited as to the amount of hazardous materials they may store at sites during the work.

6.2 MATERIAL SAFETY DATA SHEETS (MSDS)

Contractors must maintain a current copy of the MSDS (Material Safety Data Sheets) for each hazardous material and a current inventory of all hazardous materials brought onto the site. MSDS must be maintained at the work site and must be easily accessible to contractors, employees, and to OEAM during normal working hours.

6.3 CHEMICAL STORAGE

All chemicals on City properties must be used and stored according to manufacturer's recommendations on the MSDS. Incompatible chemicals must be separated. Storage cabinets and ventilated storage areas may need to be provided to reduce fire, explosion or health risks and should remain secured at all times.

6.4 CONTAINER LABELING

Chemicals brought onto the site by contractor must bear labels identifying the chemicals and the associated hazard warnings.

Spill Prevention and Response

OEAM procedures for the prevention and reporting of spills and/or releases of oil or hazardous materials are outlined below:

6.4.1 SPILL PREVENTION

Contractors shall have available equipment that is suitable and sufficient to control potential spills. The contractor is responsible for identifying conveyances to the environment.

The Contactor is responsible for the proper storage of all flammable and combustible chemicals that are brought or stored on the City of Atlanta facilities. Storage of these chemicals may require the use of safety containers or cabinets.

6.4.2 SPILL RESPONSE

Contractors must immediately notify OEAM of any spill or releases. If a spill occurs the contractor must follow these steps:

Step 1- Contain the Spill

- *Prevent further spillage
- *Contain what is spill
- *Follow MSDS (Material Safety Data Sheet) information
- *Block stormwater drain inlet

Step 2- Report the Spill

- *If it is a large or dangerous spill immediately notify OEAM.

Step 3- Clean up

- *Clean up the spill as quickly as possible (reduce risk of pollution running off the site)
- *Never wash chemicals down the drain (either inside or outside), or pour chemicals onto the ground. Never leave chemicals to wither; they may be washed into waterway.
- *Use absorbent material to contain the spill. The contractor is responsible for the proper collection, storage and disposal of waste material in c compliance with EPA (Environmental Protection Agency) and the DEP (Department of Environmental Protection) regulations.

6.5 PEST CONTROL

The Contractor shall not use any insecticide products in City properties unless such activities are part of your contracted work. It shall be the contractor's responsibility to maintain his/her Pest Control license governed by the State of Georgia (Agriculture Department); employees must be trained and licensed. The contractor's must ensure that they perform site treatments in a manner that minimizes the potential of pest infestations.

6.6 HAZARDOUS WASTE MANAGEMENT

Contractors must provide OEAM with a list of actual and potential hazardous wastes to be generated during a project. Removal of waste generated by a contractor as part of its work is the responsibilities of the contractor. The contactor must ensure that hazardous waste is properly identified, stored, transported and disposed of in accordance with all applicable local, state and federal laws. The contractor's employees must be appropriately trained to handle hazardous waste safely and in compliance with all applicable laws.

6.7 REPORTING CHEMICAL SPILLS

In case of a spill, the contractor must contact OEAM followed by a written incident report to OEAM within twenty-four (24) hours of the occurrence. The written report must include the following information:

- *Description of the spill and estimated quantity spilled;
- *Date and time of the spill;
- *Copy of MSDS for material spilled; and
- *Steps taken to reduce, eliminate, and prevent recurrence of the spill.

6.8 HAZARDOUS CHEMICAL TRANSPORTATION

At no time should hazardous material be transported in a manner that could result in an unsafe condition for the public. The transportation of hazardous material shall be conducted in accordance with the Department of Transportation (DOT) Hazardous Materials Regulations for proper packaging; marking, labeling, handling, and documentation.

6.9 HAZARDOUS COMMUNICATION (HAZCOM)

The Contractor shall develop and implement and maintain a Hazard Communication Plan, to be submitted to OEAM prior to any assignment that requires repairing or removal of any hazardous substance. The contractor shall submit an inventory of all hazardous chemicals that are used on each site. The contractor shall also ensure that all containers that are brought on site for storage (e.g. gas, paint, etc.) are labeled and inspected in accordance with all applicable regulations.

7.0 ENVIRONMENTAL REQUIREMENTS

7.1 ASBESTOS CONTAINING MATERIALS

Asbestos-Containing Building Materials (ACBM) and Potential Asbestos Containing Materials (PACM) may be present or encountered at some OEAM sites. The Contractor will inform OEAM of the presence of known ACBM in the work area. Upon discovery of materials suspected to contain asbestos, Contractors must stop work immediately and notify OEAM.

- *The Contractors' shall have an Asbestos and Demolition License available;
- *The Contractors' shall not break or crush asbestos sheeting;
- *The Contractors' must use water spray to minimize asbestos dust;
- *The Contractors' employees must wear a respirator as necessary;
- *The Contractors' must double wrap asbestos sheeting in plastic and clearly label;
- *The Contractors' must deliver asbestos waste to a recognized Waste Management Facility;
- *The Contractors' must manage and remove asbestos in strict accordance with the Occupational Health and Safety Regulations. Insulating materials shall be presumed to be asbestos containing material until a laboratory analysis determines material to be non-asbestos, or the material is labeled non-asbestos.

7.2 EXAMPLES OF MATERIALS THAT CAN CONTAIN ASBESTOS INCLUDE BUT IS NOT LIMITED TO:

Pipe insulation, pipe coating boiler skin, gaskets, packing, floor tile, transit panels, roofing materials, cable insulation, wiring, sprayed on insulation, and brake linings. Only trained and qualified personnel can remove or disturb Asbestos Containing Material (ACM). If any Contractors' employee suspects or is unsure as to whether materials contain asbestos, they are to immediately contact their supervisor for clarification.

7.3 REMOVING OR DISTURBING ASBESTOS

Asbestos Containing Material (ACM) or Potential Asbestos Containing Material (PACM) is removed or disturbed, the amount and reason for the work will determine which of four classes and the related work practices and training that will be required. DO NOT enter an asbestos regulated area unless you are trained and meet the requirements for entry.

7.3.1 SIGNS AND LABELS

Regulated areas will have "danger asbestos" signs any disposal bags containing ACM/PACM shall be double bagged and labeled.

7.3.2 TRAINING AND CERTIFICATIONS

Personnel must successfully complete the appropriate level and frequency of training to be able to abate and handle ACM/PACM, and must carry the original license card on their person.

7.4 LEAD

Contractors must contact OEAM to arrange for testing before beginning work that involves the disturbance (e.g., grinding, sanding, welding) of painted surfaces or areas that may contain lead.

7.5 MOLD REMEDIATION

This section provides guidance for contractors and employees who may encounter moldy or potentially moldy building materials. This section is first designed to prevent mold growth and second to ensure compliance during mold remediation activities. The following are EPA guidelines on how to prevent excessive mold growth from becoming a problem in City sites.

- Perform regular building/HVAC inspections and maintenance as scheduled;
- Clean and dry, wet or damp spots within 48 hours;
- Store all raw building materials to prevent exposure to precipitation and moisture prior to and during installation;
- Any newly installed materials found to contain excessive moisture must be removed and replaced at the expense of the contractor;
- Repair leaky plumbing and leaks in the building as soon as possible;
- Watch for condensation and wet spots, repair source(s) of moisture problem(s) as soon as possible;

- Prevent moisture due to condensation by increasing surface temperature or reducing the moisture level in air (humidity). To increase surface temperature, insulate or increase air circulation. To reduce the moisture level in air, repair leaks, increase ventilation (if outside air is cold and dry), or dehumidify (if outdoor air is warm and humid);
- Keep heating, ventilation, and air conditioning (HVAC) drip pans clean, flowing properly, and unobstructed;
Maintain low indoor humidity, below 60% relative humidity (RH), ideally 30-50%, if possible;
Don't let foundations stay wet. Provide drainage and slope the ground away from the foundation; and
Minimize the use of wet extraction machines on carpets during humid seasons (i.e. summer).

The following are EPA guidelines on how to safely investigate and evaluate mold and moisture problems.

- Contact the Office of Environmental, Health, Safety and Security if a mold problem is expected or found;
- Do not touch mold or moldy items with bare hands;
- Do not get mold or mold spores in your eyes;
- Do not inhale mold or mold spores;
- Consider using PPE when disturbing mold. The minimum PPE is a N-95 respirator, gloves, and eye protection; and
- Consult Table 2 of the EPA's guideline for "Mold Remediation in Schools and Commercial Buildings" for Personal Protective Equipment (PPE) and containment guidelines.

7.6 REFRIGERANT GASES (CFCS)

It shall be the contractor's responsibility to collect Refrigerant Gases in specially sealed cylinders by a licensed waste disposal contractor. These CFCs are not to be released into the atmosphere as they are strong ozone depleting agents. CFC's and HCFC's must be recovered from air conditioning units during servicing or decommissioning.

7.7 PAINT STORAGE AND HANDLING

Painting operations can present significant hazards to both the painters and fellow workers in the work area. Specific precautions must be taken to control hazards when painting activities are in progress. If the surface to be painted requires preparation, determine if the current coating contains lead or if the material it is applied to contains asbestos. If either lead or asbestos is present, take the necessary precautions.

Flammable solvents or paints shall be handled only in approved safety containers and shall be properly identified and labeled. Brush or roller applications of paint shall be used when practical. Spray painting shall be used only after administrative and engineering controls are established. Any confined area where spray painting, or surface treating or cleaning with solvents is being done shall be properly ventilated and guarded against all sources of ignition including smoking, welding, and burning. Do not strike matches or go near open flame while

wearing clothing contaminated with flammable substance. Do not use gasoline as a cleaning or degreasing agent.

7.8 PRECAUTIONS WITH SOLUTIONS AND SOLVENTS

Kerosene, Naptha and other petroleum solvents are combustible liquids. When using these materials, particularly in spray or atomizing equipment, be sure there are no open flames or sparks in the vicinity. The work area shall be well ventilated. Sparks and flames must be kept well away from areas where acetone is used and stored. The quantity of acetone kept outside of designated storage areas must be no more than is immediately needed. Containers of acetone must be kept tightly closed when not in use. Transport small quantities of solvent only in approved, properly marked, safety containers. The container may require a grounding system to dissipate static charges.

7.9 FLUORESCENT LIGHT BULBS, ELECTRONIC AND PCB-CONTAINING BALLAST

Contractors removing fluorescent light bulbs are responsible for packaging the bulbs and ballasts, and delivering them to an on-site area designated by OEAM for recycling or disposal.

7.10 INDOOR AIR QUALITY

Contractors must contact OEAM before beginning activities that are likely to generate odors in or near occupied areas or building air intakes (e.g., use of paints, adhesives, and combustion engines or other odor-producing chemicals or processes). Additional ventilation or other process controls must be initiated to prevent buildup of vapors or gases that could result in health hazards, fire hazards, or nuisance odors.

7.11 WATER POLLUTION

It is against the law to place any material (other than clean water) in a position where it is likely to leak, fall or be blown into any drain or gutter that is used to receive rainwater. Allowing this to occur can result in an on-the spot fine or legal actions against a business or an individual.

7.12 EROSION AND SEDIMENT CONTROL

Contractors allowing material to enter a waterway or even leaving the material where it can be washed off-site could expect fines or legal actions. Soil, sand, cement and many other pollutants can be washed into waterways-harming wildlife and causing an array other problems.

7.13 STORM WATER SYSTEMS

Prior to starting any project the contractor is responsible for obtaining the proper storm water permit; develop site specific Storm Water Pollution Prevention Plan (SWPPP) and implementing appropriate best management practices. The contractor must post the EPA Permit Number or the Notice of Intent (NOI). The contractor must provide a copy of the completed NOI and the Storm Water Pollution Prevention Plan to OEAM prior to any assignment.

7.14 CONTAMINATED SOILS

Soils may be contaminated with oil, asbestos, cyanide, heavy metals or any toxic material. OEAM must be informed about any incidence of soil contamination that may occur or be discovered. Contractors must contact a licensed waste disposal contractor to collect and remove contaminated soil in an approved container; such removal must be authorized by OEAM.

7.15 DECONTAMINATION

Some City facilities may contain process piping, process ductwork, and process tools that carry or contain hazardous materials. Decontamination verification must be completed before the pipes, ductwork, and/or process tools are removed from the site.

7.16 REGULATIONS

Clean Air Act regulates emissions of pollutant in the atmosphere include hydrocarbon vapors, emissions by treatment technology, unless air quality requires stricter limits.

Clean Water Act regulates the discharge of waste to receiving.

Resource Conservation and Recovery Act (RCRA) regulates generation, manifesting, transportation, storage, treatment and disposal of hazardous solid wastes, storage of fuels in underground tank.

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) regulates the cleanup of leaking landfills, reporting spills of certain chemicals, the responsibility and liability for contaminated disposal cleanup.

Superfund Amendment and Reauthorization Act (SARA Title III) regulates emergency response plans, right to know issues, and chemical release reporting.

Occupational Safety and Health Act (OSHA) regulates employees' right to know, responsible for keeping work area free of hazards, specific procedures for job and industry safety.

Toxic Substances Control Act (TSCA) regulates commercial use of most chemical use disposal of Asbestos, PCB, CFCs, reporting all adverse health effects, use labeling, and documentation for chemicals that pose a risk to health or the environment. The law requires you to report any incident that you believe fits the description of possibly causing significant damage to human health or environment. That information should be reported to OEAM included the following:

- An illness or death associated with the use of products or related to chemicals used at a work location;
- Pattern of illness occurring among employees or customers;
- Results of laboratory experiments test which indicate potential adverse health, and environmental effects that may occur; and
- Spills or widespread contamination of chemicals not covered by other reporting regulations.

Hazardous Materials Transportation Act regulates hazardous material transported in commerce, activities associated with identifying and classifying hazardous material marking, labeling, placarding and packaging the material, and documentation of material, loading, unloading, incidental storage of hazardous material and reporting unintentional releases.

Safe Drinking Water Act regulates enforces quality procedures for drinking water.

8.0 SAFETY REQUIREMENTS

8.1 SAFE PERFORMANCE SELF-ASSESSMENT

ASSESS THE RISK;

What could go wrong?

What is the worst thing that could happen, if something goes wrong?

ANALYZE HOW TO REDUCE THE RISK

Do I have all the necessary training and knowledge to do this job safely?

Do I have all the proper tools and personal protective equipment?

ACT TO ENSURE SAFE OPERATIONS

Take necessary actions to make sure the job is done safely!

Follow written procedures!

Ask for assistance, if needed

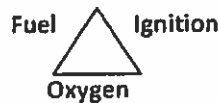
8.2 SAFETY SIGNS IN THE WORKPLACE

Warning signs and safety instructions have become a part of ever day life in recent years and more so in the workplace. Workplace safety signs are simply markings placed by employers that identify s specific risk, hazards or other safety-related issues. Signs are used to warn employees and member of the public about dangerous substances like acid, or to point out fire exits. They also give general information or specific instructions about equipment that must be worn in designated areas. Some signs must be displayed as part of the health and safety rules to reduce risk while some industries carry other more specific requirements.

8.3 FIRE PROTECTION AND DETECTION SYSTEMS

When welding, cutting or grinding, follow established hot work procedures, including fire watch. Flammable and combustible liquids must be stored in proper containers and handled in accordance with regulatory requirements for bonding and grounding. Accumulations of combustible trash (oily rags, paper) are often prime spots for fire ignition and are not permitted by OEAM. It shall be OEAM to maintain fire protection equipment in a fully operational state. Report potential fire hazards to the immediate supervisor. Do not use flame or spark producing tools in areas where combustible gases or dusts exist. Exercise extra caution around coal transfer points due to increased dust levels. Observe all "no smoking" signs; do not obstruct exit doors, stairs or walkways.

8.4 FIRE TRIANGLE



Fuel can be oil or other petroleum products, solid combustibles such as paper, room furnishings or plastic, or natural gas

Ignition may be electrical, hot surfaces, welding sparks, hand tools, discharge static electricity, flashlights or cameras. Attention to hot work permitting and observation of electrically classified areas are key to keeping sources of ignition away from sources of fuel.

Oxygen is present all around us in the atmosphere these three combinations can be lethal; particularly when performing hot work. Oxygen sources should always be isolated.

8.5 FIRE CLASSES

Class A fires occur with wood, tress, coal, cloth and paper. The most commonly used extinguisher agent is water.

Class B-Fires occur with vapor-air mixture over the surface of flammable and combustible liquids such as, but not limited to grease, gasoline, hydraulic oil, diesel fuel and lubricating oil. The most commonly used fire extinguisher is a dry chemical, a carbon dioxide or water fog extinguishers can also be used.

Class C-Fires occur in electrical equipment where non-conducting extinguisher agent must be used, such as dry chemical, carbon dioxide, and halons are suitable. However carbon dioxide extinguishers are not recommended for outdoor use due to wind dilution. Foam and water conduct electricity and shall not be used to combat electrical fires.

Class D-Fires occur in metal only, involving combustible metal, such as magnesium, sodium, potassium, sodium-potassium alloys, uranium, and powdered aluminum.

Class K-Fires involving cooking oil and grease. These fire extinguishers are kept in kitchen facilities.

8.7 HOT WORK-WELDING, CUTTING AND BRAZING

Contractors must obtain authorization from OEAM prior to work activity and ensure that all safety precautions are met. Contractors must ensure that fire alarms are isolated. Adequate fire protection must be present, with suitable fire extinguishers attached to, or near each welding plant. Welders must use screens to protect all personnel from welding flashes and any waste produced during the welding process.

In addition, the contractor must also maintain the following in accordance with OSHA regulations:

- Proof of Hot Work Permit;
- Remove combustible materials from the area before beginning work;
- Elevate oxygen/acetylene hoses several feet above the work area or otherwise protect them from damage;

- Install anti-flash back (safety/check) valves in both the oxygen/acetylene hoses at the regulator;
- Shield adjacent area with welding partitions; and
- Have a second person stand by with an approved fire extinguisher for welding and burning operations.

8.8 TOXIC FUMES

Welding can create toxic fumes. Make sure you have proper ventilation. Keep as much distance as possible between the welding plume and your face. Wear the appropriate PPE. Check the MSDS for the welding rod and components to be used. Remove any paint before welding, burning, or grinding. Remove any degreasers – when welded, chlorinated degreasers can produce phosgene gas, which is extremely toxic.

8.9 CONFINED SPACE

A confined space is an area with limited or restricted means of entry or exit that a person can actually enter with their body and that is not designed for continuous human occupancy. Working in these areas requires special training, precautions and permitting. No worker shall enter an area meeting the definition of confined space unless properly trained and authorized. Work that is performed in all of the sites under the purview of the Office of Facilities will conform to the appropriate OSHA standards. Contractors must ensure that fume evacuation, airflow and exchanges of air are all maintained as necessary; confined space gas detection equipment must be used to test the environment.

8.10 LOCKOUT TAG OUT (LOTO)

The contractor is responsible for developing, implementing and maintaining his/her own Lockout/Tagout Program in accordance with OSHA regulations as it applies to the work of their contract. Contractors shall submit a copy of its Lockout/Tagout Program to OEAM before the start of any work. Unless otherwise directed, OEAM will shut down and start up utility systems.

ENERGY SOURCES

There are several energy sources, all of them may be locked and tagged. The list includes:

- *Electrical
- *Hydraulic
- *Pneumatic
- *Chemical
- *Thermal

8.11 DANGER & OUT OF SERVICE TAGS

OEAMs staff will use the tagging system in accordance with procedures when necessary. OEAM shall provide the 'Danger' and 'Out of Service' tags and use as follows:

For your own protection:

- Isolate all equipment, switches and controls required to ensure your work-site is safe.]

- Place your tag(s) on all electrical switches and switchboards, other appropriate switches, valves, main isolators or key rings.
- Leave other tags alone. Never remove someone else's danger tag.
- Do not operate switches, valves or equipment that displays a 'Danger' tag or 'Out of Service' tag.

Change 'Danger' Tags to 'Out of Service' Tags:

If the equipment is still not safe at the end of the shift, the 'Danger' tag must be changed to an 'Out of Service' tag.

8.12 PROTECTIVE BARRIERS

Protective barriers material may be rope, railings, baffles, caps, barricades, or walls. Protective barriers shall be placed at such a height and position as to prevent personnel from entering areas that are hazardous. The erection of the barrier must take into account the physical layout of the equipment, the nature of adjoining equipment, aisle ways, thoroughfares, and operating equipment. Barriers should be placed:

- A minimum of 10 feet from open excavations greater than 5 feet deep; otherwise, a minimum distance equivalent to depth of the excavation.
- A minimum of 10 feet from overhead work on scaffolds or ladders.
- A distance from the hazard sufficient that a fall at the barrier rope will not result in the individual coming in contact with the hazard. **Never use safety rope for other than its intended purpose.** OEAM will be responsible for placing or removing industrial safety barriers.

8.13 EXCAVATION & TRENCHING

Excavation is any man-made cut, cavity or depression in the earth's surface formed by earth removal. All excavation must be adequately shored and safe access must be provided in all excavations. Contractors must have written authorization for OEAM prior to any excavation work, obtain drawings of the services located in the area.

8.14 ELECTRICAL SAFETY

Only qualified electricians are permitted to work on electrical systems and equipment that uses or controls electrical power. All work shall be conducted in accordance with the National Fire Protection Agency 70E standard for Electrical Safety in the work place. Contractors must not operate electrical tools or equipment in wet areas or areas where potentially flammable dust, vapors, or liquids are present, unless written authorization is obtained from the OEAM. Contractors should erect barriers and post warning signs to ensure non-authorized personnel stay clear of the work area.

8.15 LADDERS

The location of the ladder and the type of work activity may require additional safety requirements. For example, a ladder positioned next to an opening would require fall protection. The type of work and the work environment also dictates the type of ladder to be used, (e.g., metal ladders shall not be used where there is an electric shock potential.) Ladders must be

inspected for wear or damage prior to use. Ensure the ladder is used as intended and within the designated specifications. Avoid overhead obstructions when setting up a ladder. Ensure all ladders have appropriate feet and rest on a solid base. Position the ladder properly. Good rules of thumb for ladder positioning are the use of the palm test.

- Stand with your arms out straight ahead
- Place your toes against the bottom of the ladder
- Make sure your palms touch the shoulder level rung
- Place a ladder one foot out from a vertical surface for every four feet of ladder height.
- Stabilize a straight/extension ladder with a tie off near the upper support unless a co-worker stabilizes the ladder.
- Keep a three-point contact when climbing or working on a ladder.

8.16 FALL PROTECTION

Full body harnesses with shock-absorbing lanyard of less than six feet or retractable lanyard of any length are to be used where fall protection is required by governmental regulations. Fall protection equipment is to be inspected prior to use. The equipment must be free of rips, tears, nicks, and deterioration. Lanyard snap hooks (double release type only) must work properly. At a minimum, use when working more than 4 feet (General Industry Standard) or 6 feet (Construction Standard) above the floor/ground, while having no handrails or means for eliminating a fall potential. Additionally, working/moving from a manlift, bucket truck, or boom requires the use of fall protection. The lanyard is to be fastened to approved fall protection points only. To assure your safety, attach the lanyard only to:

- Lines installed specifically for fall protection purposes
- Approved structural materials
- Connection points on lifts or buckets
- Scaffolds specifically designed to handle a fall protection device
- A lanyard must be hooked according to the manufacturer's recommendations.

8.17 FORKLIFT OPERATION

Contractors operating forklifts shall have training and a valid license. Contractors are not allowed to use Office of Facilities Management forklifts. The use of internal combustion engine equipment (propane, diesel) indoors is discouraged.

Do not operate forklifts if certification has expired. When parked, keep the forks or platform in the lowered position. When traveling, forklifts or platforms must be in a lowered position. Never allow anyone to stand on or pass under elevated forklifts. Wear the seat belt provided.

8.18 SAFE MOBILE CRANE OPERATION

It is mandatory that personnel who operate mobile cranes be trained on the crane to be operated. Operators must be qualified on the cranes and the aerial lifts that they operate and know the clearance requirements for working near overhead-energized lines. All other employees must be

familiar with basic crane safety and also be aware of clearance requirements when directing crane movements.

8.19 HAND TRUCK SAFETY

Never overload hand trucks or dollies and always be sure the load is properly balanced and is safe to move without fear of tipping or turning over. If needed, secure the load with bungee straps, strap and ratchets, chains or similar devices.

8.20 OVERHEAD WORK

At the beginning of each job, before initially going on any roof, tank or vessel roof, OEAM must be notified. Contractor must assess the condition of the roof prior to performing work and must evaluate potential exposure to electrical utilities. Certain roofs present special hazards due to their inability to bear weight. Contractors must determine additional safety practices when structural weaknesses are suspected regardless of the materials of construction. Safety harness and fall protection systems must be worn while on any roof. Contractor must submit a detailed safety plan to OEAM prior to any roof repairs. Under no circumstance will debris or material be thrown or dropped from any roofs under OEAM purview. When working overhead, the area below must be roped off with appropriate signage or other equivalent measures taken to protect workers in the area.

8.21 LASERS AND RADIATION SAFETY

Lasers and radiation may only be used by persons who have completed a recognized course. Radiation-producing equipment includes but is not limited to gauges installed in power plants that detect the presence or absence of coal or water, portable gauges used by construction inspectors, radiography cameras used by licensed Contractors, and other laboratory instrumentation. All radiation areas shall be roped off and marked conspicuously with signs that bear the radiation symbol and the words "caution – radiation area." The barrier rope shall be magenta and yellow.

Contractors shall only use power tools that are double insulated or equipped with grounded power cords. Ground Fault Interrupters (GFI) or other similar devices shall be used in wet or damp locations.

8.23 POWDER ACTUATED TOOLS

Contractors who operate powder-actuated tools must be properly trained in their use and carry a valid operator's card provided by the equipment manufacturer. Each powder-actuated tool must be stored in its own locked container when not being used. A sign at least 7 inches by 10 inches with bold face type reading "POWDER-ACTUATED TOOLS IN USE" must be conspicuously posted when the tool is being used. Powder-actuated tools must be left unloaded until they are actually ready to be used. Powder-actuated tools must be inspected for obstructions or defects each day before use. All Powder-actuated tool operators must have and use appropriate personal protective equipment such as hard hats, safety goggles, safety shoes and ear protectors.

8.24 SCAFFOLD SAFETY

When erecting scaffolds at a height greater than four feet personnel will use appropriate fall restraint equipment. Only trained and qualified personnel shall erect, modify or tear down scaffolds. Scaffolding shall be erected so as not to interfere with equipment. Scaffolding shall be sized to provide adequate working space for personnel and the task(s). Toe boards and mid and top guard rails shall be installed on scaffolds. Scaffolds over or near a walkway shall be securely screened from the toe board to the top guardrail. A scaffold shall not be used unless recently inspected and a scaffold inspection tag is attached and verified before each shift. All scaffolds will be assembled using construction grade, medium quality scaffolding. Access to scaffold platforms shall not require climbing over guardrails.

8.25 WINDOW WASHING SAFETY

Window washing shall be conducted using suspended scaffolds (single or two points), a boatswain's chair, or other OSHA compliant method. Scaffolding apparatus shall comply with the requirements of 29 CFR 1910.28. Window washing anchors located on any Office of Facilities Management building shall be verified by the window washing contractors. All reports or inspections of anchor points shall be provided to OEAM.

8.26 OBSTRUCTIONS

Access to building entrances, lobbies, corridors, aisles, stairways, doors and exits must be kept free and clear during normal work hours. Access to emergency equipment must be maintained at all times. Contractors must not move or relocate emergency equipment without written approval from OEAM.

8.27 BANNED AND RESTRICTED CHEMICALS

Banned Chemicals

The chemicals listed in the sections below will not be brought on Office of Facilities Management sites.

ChloroFluoro Compounds

Contractors are not to bring any of the following CFCs onto Office of Facilities Management sites. These CFCs are banned because of their ozone-depleting potential.

Common Name	Chemical Name	Formula	CAS #
CFC-11	Trichlorofluoromethane	CFCl_3	75-69-4
CFC-12	Dichlorodifluoromethane	CCl_2F_2	75-71-8
CFC-13	Chlorodifluoromethane	CF_3Cl	75-72-9
CFC-111	Pentachlorofluoroethane	C_2FCl_5	354-56-3
CFC-112	1,2-Difluorotetrachloroethane	$\text{C}_2\text{F}_2\text{Cl}_4$	76-12-0
CFC-113	Trichlorotrifluoroethane	$\text{CCl}_2\text{F}-\text{CClF}_2$	76-13-1
CFC-114	Dichlorotetrafluoroethane	$\text{CF}_2\text{Cl}-\text{CClF}_2$	76-14-2
CFC-115	Monochloropentafluoroethane	$\text{CClF}_2-\text{CF}_3$	76-15-3

CFC-211	Heptachlorofluoropropane	C ₃ FCF ₇	422-78-6
CFC-212	Hexachlorodifluoropropane	C ₃ F ₂ Cl ₆	3182-26-1
CFC-213	Pentachlorotrifluoropropane	C ₃ F ₃ Cl ₅	2354-06-5
CFC-214	Tetrachlorotetrafluoropropane	C ₃ F ₄ Cl ₄	29255-31-0
CFC-215	1,2,2-Trichloropentafluoropropane	C ₃ F ₅ Cl ₃	1599-41-3
CFC-216	1,2-Dichlorohexafluoropropane	C ₃ F ₆ Cl ₂	42560-98-5
CFC-217	Heptafluoropropyl chloride	C ₃ F ₇ Cl	422-86-6

Phase out of some of these CFCs used in chillers and air conditioning units is currently in progress

Halons

Contractors' are not to bring any of the following halons onto OEAM site. As CFCs, the halons are banned because of their potential to deplete the stratospheric ozone layer.

Common Name	Chemical Name	Formula	CAS #
Halon 1211	Bromochlorodifluoromethane	CBrClF ₂	353-59-3
Halon 1301	Bromotrifluoromethane	CBrF ₃	75-63-8
Halon 2402	1,2-Dibromotetrafluoroethane	C ₂ Br ₂ F ₄	25497-30-7

These chemicals are currently permitted for use in fire extinguishers but will be phased out.

Glycol Ethers

2-methoxyethanol	CAS# 109-86-4
2-methoxyethanol acetate	CAS# 110-49-6
2-ethoxyethyl acetate	CAS# 111-15-9
2-ethoxyethanol	CAS# 110-80-5
Diethylene glycol dimethyl ether	CAS# 111-96-6

Asbestos

Asbestos-containing material is not allowed in any new construction or for use in building modifications or repairs on any the Facilities Management sites.

RESTRICTED CHEMICALS

The Contractors' should attempt to find less hazardous substitutes for chemicals listed in this section.

- Confirmed and strongly suspected human carcinogens such as arsenic, beryllium, chromic acid, and radioactive material in unsealed sources;
- Highly toxic and/or highly flammable gasses such as arsine, chlorine, diborane, dichlorosilane, hydrogen, and phosphine;

- Pyrophoric chemicals such as diborane, diethyl telluride, and silane;
- Sensitizers such as ethylenediamine and methylene bisphenyl isocyanate (MDI);
- Unstable and/or highly reactive chemicals that may cause explosions such as hydrazine, liquid oxygen, red phosphorous, and perchloric acid;
- Chemicals on EPA's 33/50 List:

Name	Formula	CAS #	Name	Formula	CAS #
Dichloromethane	CH ₂ Cl ₂	75-09-2	Cadmium Compounds	-	-
Chloroform	CHCl ₃	67-66-3	Chromium Compounds	-	-
Carbon tetrachloride	CCl ₄	56-23-5	Cyanide Compounds	-	-
Trichloroethylene	C ₂ HCl ₃	79-01-6	Lead Compounds	-	-
1,1,1-Trichloroethane	C ₂ H ₃ Cl ₃	71-55-6	Mercury Compounds	-	-
Tetrachloroethylene	C ₂ Cl ₄	127-18-4	Nickel Compounds	-	-
Methyl Ethyl Ketone	C ₄ H ₈ O	78-93-3			
Benzene	C ₆ H ₆	71-43-2			
Methyl Isobutyl Ketone	C ₆ H ₁₂ O	108-10-1			
Toluene	C ₇ H ₈	108-88-3			

***NOTE: OEAM ENCOURAGES GREEN BUILD PRODUCTS AND CHEMICALS.**

8.28 ACRONYMS

CFS's- Carbon, Fluorine and Hydrogen (Chlorofluorocarbons)

MSDS- Material Safety Data Sheets

OSHA-Occupational Safety and Health Act

ACBM-Asbestos Containing Building Material

PCBM-Potential Asbestos Containing Building Material

HCFC- Hydrogen, Fluorine, and Carbon- Hydrochlorofluorocartons

EPA-Environmental Protection Agency

SWPP-Storm Water Pollution Plan

NOI-Notice of Intent

PCB-Polychlorinated biphenyl

GFI-Ground Fault Interrupters

CFR-Code of Federal Regulations

CONTRACTOR ACKNOWLEDGEMENT

I have received and reviewed OEAM Environmental, Health, Safety and Security Manual. I understand the requirements applicable to activities our company will be performing for OEAM.

I will make sure all employees of our company and our sub-contractors are provided a copy of the Safety Manual and understand and agree to the requirements outlined herein.

Office of Enterprise Assets Management	Contractors' Company Name:
Signature:	Signature:
Typed Name:	Typed Name:
Title:	Title:
Date:	Date:



City of Atlanta

Office of Enterprise Assets Management

CONTRACTOR CHECK LIST

The following checklist is provided to assist the contractors with complying with the requirements outlined in the Environmental, Health, Safety and Security (EHSS) Program.

Name of Project Manager/Coordinator:	
Work Site(s) and Location(s):	
Applicable Date(s):	
Contractor's Name:	
Contractor's Representative:	
24-hour phone number:	

Action Required	☒
Safety Orientation with EHSS Required?	Yes ☐ No ☐
If yes, the contractor is scheduled to attend on _____ (month/day) at _____ (time).	
Asbestos review required?	Yes ☐ No ☐
Lead materials review required?	Yes ☐ No ☐
Will the work require entry into a permit-required confined space?	Yes ☐ No ☐
- If yes, inform the contractor about known hazards and history of entry operations for each space that they will enter. - If yes, the Project Manager/Coordinator will debrief the contractor after the work in these spaces is completed.	
- Will both the Contractors' and OEAM personnel be working in or near the permit-required confined space(s)? - If yes, determine if the Project Manager/Coordinator or the contractor will coordinate entry operations to assure that everyone is aware of any work that is taking place that could affect personnel in the confined space.	Yes ☐ No ☐
If yes, at the end of entry operations, obtain a copy of all canceled permits, and send a copy of this information to EHSS.	

Hazard Communication: Provide the following to the contractor: • Information on precautions and safety procedures that must be followed in the work area. • Access to MSDS for hazardous chemicals located in the work area. • Information regarding the labeling system used in the work area. • Emergency procedures to be followed in the event of accidental exposure or release of hazardous chemicals or materials. Obtain a list of chemicals and MSDS for all chemicals that the contractor will be using. Provide a copy to EHSS for review and approval. The contractor understands that MSDS must be kept on-site for all chemicals used by the contractor on City sites, and that no other chemicals may be brought on-site without prior approval by the Project Manager/Coordinator .	Yes ☐ No ☐
Will work be conducted on the roof of a building where fume hood exhausts are located? • If yes, either coordinate access with OEAM to make sure that fume hoods in the work area are shut down, or inform the contractor of precautions that should be taken.	Yes ☐ No ☐
Will work by the contractor involve electrical or mechanical systems? • If yes, inform the contractor of the Lockout/Tagout procedures by OEAM personnel. Make sure that all the contractor employees in the work area are aware of the Lockout/Tagout procedures.	Yes ☐ No ☐
Will Hot Work Permits be required during the Contractor's work? If yes, coordinate Hot Work permits with the City of Atlanta's permitting Department.	Yes ☐ No ☐
The contractor understands that any hazardous waste generated during the work must be disposed of in a manner consistent with all applicable state and federal regulations, and that prior approval is required for the disposal method and disposal site?	Yes ☐ No ☐
The contractor representative understands that it is his/her responsibility to relay the above information to other contract employees and his or her subcontractors.	Yes ☐ No ☐
The contractor has been given the opportunity to ask questions and have those questions answered to his/her satisfaction.	Yes ☐ No ☐

Exhibit E

Dispute Resolution Procedures

DISPUTE RESOLUTION PROCEDURES

If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

Appendix A

OCC Requirements

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CITY OF ATLANTA
EQUAL BUSINESS OPPORTUNITY (EBO)

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible to be further considered for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors (majority and minority owned) to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta M/FBE certification number and supplier id number as applicable.

For suppliers, the Subcontractor Project Plan must include all subcontractors (majority and minority owned), the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number as applicable.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified M/FBEs as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an M/FBE, the M/FBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to change the subcontractor project plan must be submitted prior to any change in the plan or termination of an M/FBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified M/FBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified M/FBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Equal Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring Of EBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

Equal Business Opportunity M/FBE GOALS for this Project

Project No.: FC# 9974, Citywide Asbestos Abatement and Demolition Services

The dominant NAICS code and trade to be engaged for the above referenced solicitation is:

**562910 Asbestos Abatement
238910 Demolition**

The above referenced dominant NAICS code was used for the purposes of calculating the appropriate participation goal(s). However, any COA certified firm that is engaged by the successful Prime proponent who performs a commercially useful function in the execution of the project will be eligible for participation credit. The availability of certified M/FBE firms for the procurement categories in the various scopes associated with this project is:

26.7% MBE and 11.1% FBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are detailed on page 2 of this document.

Equal Business Opportunity Program Reminders

1. **Certification.** It is the prime contractor's responsibility to verify that MBEs and FBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. **Reporting.** The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive. For your convenience, fillable versions of the appendix A documents are available on the OCC webpage should you require additional pages.
4. **EBO Ordinance.** The EBO Program is governed by the provisions of the SBO/EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1356 through 2 - 1480. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. **Supplier Participation.** In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.
6. **OCC Registry of Certified Firms.** To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: <https://pro.prismcompliance.com/default.aspx>. Next, click the drop down arrow under "Visit a Jurisdiction", select "City of Atlanta", and click "go!" Once there, you may search by Industry or Certification to obtain your desired results. You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading "Registry of Certified Firms" Click OCC's quarterly list to access the current directory of certified firms.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Hennetta Kiser
Signature of Attesting Party

President
Title of Attesting Party

On this 12 day of September, 2017, before me appeared *Hennetta Kiser*, the person who signed the above covenant in my presence.

[Signature]
Notary Public

Seal

C GANOS WENNDT
Notary Public - State of Georgia
Gwinnett County
My Commission Expires Feb 21, 2020

FORM EBO-1

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Majority, EBO and Non-EBO Certified) that was contacted during the project.

Name of Sub-Contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (See Code below)	Certification No. and Expiration Date	Results of Contact
Little Environmental Company, Inc.	Louis Little - 545 Candlewood Drive Stone Mountain, GA 30088 (770) 842-1256	No	Asbestos Abatement	AABE	2014-251 7/8/19	Included as subcontractor.
American Choice Portable Toilets	Wayne Cleveland 2541 County Line Road Atlanta, GA (404) 606-0536	yes	Portable Toilets	AABE	2016-038 1/2/2021	Included as subcontractor.
Fence Works of Georgia	Mike Young 300 Piedmont Court Doraville, GA 30040 (404) 925-5309	No	Fencing	AABE		Included as subcontractor.
Cleveland Carter Enterprises	Deon Carter 5395 Hillside Drive Forest Park, GA (678) 898-4403	No	Site Preparation /Erosion Control	AABE	2014-352 9/2/19	Included as subcontractor.

Name of Sub- contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (See Code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HBE – Hispanic Business Enterprise, FBE – Female Business Enterprise, ABE – Asian Business Enterprise, NABE – Native American Business Enterprise

Company's Name: Kissberg Construction, Inc.

Project Name: Demolition and Asbestos Abatement Services

FC#: 9974

Printed Signature: HENRIETTA KISSEH (Henrie)

Date: 9/8/17

EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN SUBCONTRACTOR/SUPPLIER UTILIZATION

* all Majority, EBO Certified, and Non-EBO Certified subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	Company Name, Address and Phone Number	City Of Atlanta Business License? (yes or no)	NAICS Code	Type of Work to be Performed	Ethnicity of M/FBE Ownership (see code below)	M/FBE Certification No. and Expiration Date	Dollar (\$) Value of Work & Scope of Work	Percentage % of Total Bid Amount
Kissberg Construction, Inc.	1100 Second Street Stone Mountain, GA 30083 (404) 281-0509	No	238910	Demolition	FBE	2015-153 4/10/2020		45%
Little Environmental Company, Inc.	545 Candlewood Drive Stone Mountain, GA 30088 (770) 842-1256	No	562910	Asbestos Abatement	AABE	2014-251 7/8/19		40%
American Choice Portable Toilets	Wayne Cleveland 2541 County Line Road Atlanta, GA (404) 606-0536	yes	326191	Portable Toilets	AABE	2016-038 1/2/2021		2%
Fence Works of Georgia	Mike Young 300 Piedmont Court Doraville, GA 30040 (404) 925-5309	No	238990	Fencing	AABE			5%
Cleveland Carter Enterprises	Deon Carter 5395 Hillside Drive Forest Park, GA (678) 898-4403	No		Erosion Control	AABE			5%

Total MBE% 52% Total FBE% 45% Total EBO% 97%

C. AABE - African American Business Enterprise, HABE - Hispanic American Business Enterprise, FBE - Female Business Enterprise.
APABE - Asian (Pacific Islander) American Business Enterprise

Proponent's Company Name: Kissberg Construction, Inc.

Project Name: Citywide Demolition and Abatement Services FC#: 9974

Proponent's Contact Number: 404-281-0509

Printed Signature: HENRIETTA KISSBERG Date: 9/8/17

Form EBO-3



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE

Larry Scott
Director
lscott@atlantaga.gov

November 5, 2015

Ms. Deborah S. Harris
TMC Grassing, Inc.
4670 Guthrie Cemetery Rd.
Loganville, GA 30052

Dear Ms. Harris:

Your firm has been certified as a(n) **Female Business Enterprise (FBE)** with the City of Atlanta's Equal Business Opportunity Program (EBO). Your company's certification will last for a period of two (2) years from the date on this certification letter. Certification entitles your firm to be included in EBO plans submitted by contractors bidding on City of Atlanta projects. You may apply for recertification as a(n) FBE utilizing a short form application if the short form is filed in the Office of Contract Compliance no later than **September 15, 2017**. Any request for certification following that date must be made utilizing the complete long form application for certification.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area: **Barrow, Bartow, Carroll, Cherokee, Clayton, Cobb, Coweta, Dekalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Newton, Paulding, Pickens, Rockdale, Spalding and Walton counties**. Failure to provide this notification, in writing, may result in your firm being removed from the Equal Business Opportunity Register.

We welcome you to the City of Atlanta's Equal Business Opportunity Program.

Sincerely,

Larry Scott, Director
Mayor's Office of Contract Compliance

LS/me

Certification #: 2015-463

Supplier ID #: 802063

Phone #: (678) 342-6139

Fax: (678) 342-8325

Business: Landscaping, Erosion Control

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

LETTER OF INTENT

**FC# 9974, CITYWIDE DEMOLITION AND ASBESTOS
ABATEMENT SERVICES**

Proponent Name: Kissberg Construction, Inc.
Address: 1100 Second Street
City: Stone Mountain State: GA Zip: 30083

Subcontracting Firm: Firm Name: TMC Grassing
Address: 4670 Guthrie Cemetery Road
City: Loganville State: GA Zip: 30052

Sub firm Contact Person: Name: Deborah Harris Phone: (678) 342-6139

Firm is performing as: ☐ Non-certified Sub ☒ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date: Certification No. 2015-463 Exp. 9/15/17

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
Erosion Control	Seed & Straw	TBD	5%
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ TBD Percent of total contract: 5 %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Deborah Harris President
(Print name) (Title)
Harris 9/12/17
(signature) (date)

- * In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void



CITY OF ATLANTA

SUITE 1700

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 658-7359

Internet Home Page: www.atlantaga.gov

Kasim Reed
Mayor

OFFICE OF CONTRACT COMPLIANCE

Larry Scott

Director

lscott@atlantaga.gov

June 20, 2016

Mr. Louis Little
Little Environmental Company, Inc.
545 Candlewood Drive
Stone Mountain, GA 30088

ANNIVERSARY DATE: July 8

Dear Mr. Little:

Your firm has been certified as a(n) **African American Business Enterprise (AABE)** with the City of Atlanta's Equal Business Opportunity Program (EBO). Your company's certification will last for a period of five (5) years from the date of your original certification letter. Certification entitles your firm to be included in EBO plans submitted by contractors bidding on City of Atlanta projects.

Your company's certification lasts five (5) years; however, it is contingent upon the company maintaining its eligibility every two years through this office. You will receive a notice to submit an **Affidavit of No Change** approximately six (6) weeks prior to the deadline for submission. The **Affidavit of No Change** must be completed, signed, and returned to our office before your anniversary date in order to continue your company's eligibility as an AABE.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Equal Business Opportunity Register.

We welcome you to the City of Atlanta's Equal Business Opportunity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Scott".

Larry Scott, Director
Mayor's Office of Contract Compliance

LS/mp

Certification #: 2014-251

Supplier ID #: 700733

Phone #: (770) 879-9435

Fax #: (770) 879-9435

Business: Asbestos abatement services; asbestos inspection

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

LETTER OF INTENT

FC# 9974, CITYWIDE DEMOLITION AND ASBESTOS
ABATEMENT SERVICES

Proponent Name: Kissberg Construction, Inc.
Address: 1100 Second Street
City: Stone Mountain State: GA Zip: 30083

Subcontracting Firm: Firm Name: Little Environmental Co., Inc.
Address: 545 Candlewood Drive
City: Stone Mountain State: GA Zip: 30088

Sub firm Contact Person: Name: Louis Little Phone: (770) 842-1256

Firm is performing as: ☐ Non-certified Sub ☒ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date: Certification No. 2014-251 Exp. 7/8/21.

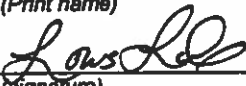
Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
Asbestos	Asbestos removal services	TBD	40%
Abatement			
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ TBD Percent of total contract: 40 %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Louis Little President
(Print name) (Title)
 9/12/17
(signature) (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

LETTER OF INTENT

FC# 9974, CITYWIDE DEMOLITION AND ASBESTOS
ABATEMENT SERVICES

Proponent Name: Kissberg Construction, Inc.
Address: 1100 Second Street
City: Stone Mountain State: GA Zip: 30083

Subcontracting Firm: Firm Name: Lindsey Jacks Trucking
Address: 2409 Bethune Circle
City: Morrow State: GA Zip: 30287

Sub firm Contact Person: Name: Lindsey Jacks Phone: (404) 662-7600

Firm is performing as: ☐ Non-certified Sub ☒ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date: Certification No. 2014-495 Exp. 12/1/19.

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
Hauling	Hauling	TBD	2.3%
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ TBD Percent of total contract: 2.3 %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Lindsey Jacks President
(Print name) (Title)
L Jacks 9/12/17
(signature) (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Larry Scott
Director

August 5, 2016

Mr. Cleveland Carter
Cleveland Carter Enterprises, Inc.
5396 Hillside Drive
Forest Park, GA 30297

ANNIVERSARY DATE: September 2

Dear Mr. Carter:

Your firm has been certified as a(n) African American Business Enterprise (AABE) with the City of Atlanta's Equal Business Opportunity Program (EBO). Your company's certification will last for a period of five (5) years from the date of your original certification letter. Certification entitles your firm to be included in EBO plans submitted by contractors bidding on City of Atlanta projects.

Your company's certification lasts five (5) years; however, it is contingent upon the company maintaining its eligibility every two years through this office. You will receive a notice to submit an Affidavit of No Change approximately six (6) weeks prior to the deadline for submission. The Affidavit of No Change must be completed, signed, and returned to our office before your anniversary date in order to continue your company's eligibility as an AABE.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Equal Business Opportunity Register.

We welcome you to the City of Atlanta's Equal Business Opportunity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Scott".

Larry Scott, Director
Mayor's Office of Contract Compliance

LS/mp

Certification #: 2014-350

Supplier ID #: 1107241

Phone #: (404) 209-7422

Fax #: (404) 209-7423

Business: Asphalt paving, excavation, pipe laying/piping and grading construction sites

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

LETTER OF INTENT

FC# 9974, CITYWIDE DEMOLITION AND ASBESTOS
ABATEMENT SERVICES

Proponent

Name: Kissberg Construction, Inc.
Address: 1100 Second Street
City: Stone Mountain State: GA Zip: 30083

Subcontracting Firm:

Firm Name: Cleveland Carter Enterprises
Address: 5396 Hillside Drive
City: Forest Park State: GA Zip: 30297

Sub firm Contact Person: Name: Deon Carter Phone: (678) 898-4403

Firm is performing as: ☐ Non-certified Sub ☒ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date: Certification No. 2014-350 Exp. 9/2/21

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
Erosion Control	Installing silt fencing	TBD	3%
	Debris removal		
	Seed & Straw		
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ TBD Percent of total contract: 3 %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Deon Carter President
(Print name) (Title)
[Signature] 9/8/17
(signature) (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void



CITY OF ATLANTA

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ATLANTA, GA 30303

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Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE

Larry Scott
Director
lscott@atlantaga.gov

Kasim Reed
Mayor

June 27, 2016

Ms. Tova Reeder
TTR Enterprises, Inc.
250 Lori Lane
Riverdale, GA 30296

ANNIVERSARY DATE: June 27

Dear Ms. Reeder:

Your firm has been certified as an African American Business Enterprise (AABE) and Female Business Enterprise (FBE) with the City of Atlanta's Equal Business Opportunity Program (EBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in EBO plans submitted by contractors bidding on City of Atlanta projects.

Your company's certification lasts five (5) years; however, it is contingent upon the company maintaining its eligibility every two years through this office. You will receive a notice to submit an Affidavit of No Change approximately six (6) weeks prior to your company's anniversary date. The Affidavit of No Change must be completed, signed, and returned to our office before your anniversary date in order to continue your company's eligibility as an AABE and FBE.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Equal Business Opportunity Register.

We welcome you to the City of Atlanta's Equal Business Opportunity Program.

Sincerely,

Larry Scott, Director
Mayor's Office of Contract Compliance

LS/sa

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

LETTER OF INTENT

FC# 9974, CITYWIDE DEMOLITION AND ASBESTOS
ABATEMENT SERVICES

Proponent

Name: Kissberg Construction, Inc.
Address: 1100 Second Street
City: Stone Mountain State: GA Zip: 30083

Subcontracting Firm:

Firm Name: TTR Enterprises, Inc
Address: 250 Lori Lane
City: Riverdale State: GA Zip: 30296

Sub firm Contact Person: Name: Toya Reeder Phone: (404) 781-3255

Firm is performing as: ☐ Non-certified Sub ☒ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date: Certification No. 2016-161 Exp. 6/30/21.

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
Hauling	Hauling	TBD	2.5%
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ TBD Percent of total contract: 2.5 %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Toya Reeder President
(Print name) (Title)
Toya Reeder 9/12/17
(signature) (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void

LETTER OF INTENT

FC# 9974, CITYWIDE DEMOLITION AND ASBESTOS
ABATEMENT SERVICES

Proponent Name: Kissberg Construction, Inc.
Address: 1100 Second Street
City: Stone Mountain State: GA Zip: 30083

Subcontracting Firm: Firm Name: Johnson Roloff
Address: 1320 Carver Road
City: Griffin State: GA Zip: 30224

Sub firm Contact Person: Name: Julie Jones Phone: (770) 412-6528

Firm is performing as: ☒ Non-certified Sub ☐ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date: _____

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
Hauling	Hauling demo debris	TBD	5%
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

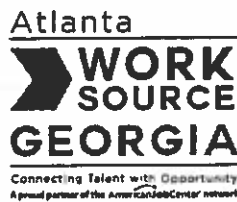
Sub contract amount: \$ TBD Percent of total contract: 5 %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Julie Jones President
(Print name) (Title)
Jones 9/12/17
(signature) (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void



AGREEMENT FOR

FC# 9974, CITYWIDE ASBESTOS ABATEMENT AND DEMOLITION SERVICES

WORKSOURCE ATLANTA FIRST SOURCE JOB TRAINING AND EMPLOYMENT PLACEMENT PROGRAM

WHEREAS, Ordinance 10-O-0928, which created the City of Atlanta's First Source Job Training and Employment Placement Program, was adopted by the Atlanta City Council on February 4, 2013 and approved by the Mayor of Atlanta on February 13, 2013; and,

WHEREAS, according to the most recent U.S. Census Bureau statistics, some twenty-five percent (25%) of the City of Atlanta's residents live below the federal poverty level; and,

WHEREAS, the City of Atlanta, through implementation of the Program, desires to address the issues of poverty, unemployment, and underemployment by providing meaningful job and career opportunities to the city's residents; and,

WHEREAS, the City of Atlanta enters into numerous public works and improvement contracts that are funded by public tax dollars; and,

WHEREAS, various building and construction workers are required to fulfill and perform the work required under said contracts; and,

WHEREAS, in order to facilitate the successful implementation of the Program, WorkSource Atlanta and the Construction GC desire to enter into this Agreement to set forth the respective responsibilities and obligations of each party for the duration of the Construction Contract as entered into between the City of Atlanta and the Construction GC.

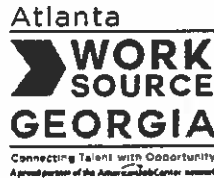
NOW, THEREFORE, in consideration of the mutual covenants contained herein, WorkSource Atlanta and the Construction GC hereby agree as follows:

Section 1. Definitions. The following italicized terms shall have the following meanings. All definitions include both the singular and plural forms.

Construction Contract shall mean a contract entered into or funded by the City for the performance of work that requires construction or building trades skills and has a face value greater than the Threshold Amount.

Construction General Contractor ("Construction GC") shall mean any entity entering into a Construction Contract that exceeds the Threshold Amount.

Entry-level shall mean any non-managerial position that requires either no education above a high school diploma or certified equivalency, or less than two (2) years of training or specific preparation. This definition includes, but is not limited to apprentices.



First Source Register shall mean the register managed by WorkSource Atlanta providing the Construction GC and its Sub-contractors with Workforce Innovation and Opportunity Act (WIOA) eligible residents of the City of Atlanta from which to fill Entry-level construction positions.

New Construction Position shall mean any non-executive, non-professional engineering, non-office, or non-clerical job, or any job not filled by full-time employees on the Construction GC's payroll for at least three months prior to the Notice to Proceed for the Construction Contract.

Sub-contractor shall mean any contractor performing construction work either directly or indirectly for the Construction GC, pursuant to any Construction Contract and that meets the Threshold Amount.

Threshold Amount shall mean any Construction Contract in which the prime contract is \$500,000.00 or greater and the sub-contract(s) is \$250,000.00 or greater.

Workforce Innovation and Opportunity Act ("WIOA") shall refer to Public Law 113-128, passed by the U.S. Congress and signed into law by President Barack Obama in July 2014. The Act reauthorized the Workforce Investment Act of 1998. WIOA is a federal grant program designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers.

Section 2. General.

- A. Construction GC shall use, and shall cause the Construction GC's Sub-contractors to use, WorkSource Atlanta as its first source for the recruitment, referral, and placement of New Construction Positions through the First Source Register subject to the terms of this Agreement.
- B. WorkSource Atlanta will provide recruitment, referral, and placement services through the First Source Register to the Construction GC and its Sub-contractors.

Section 3. Responsibilities of WorkSource Atlanta.

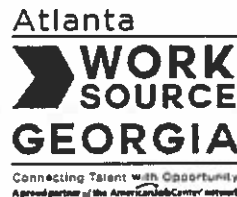
WorkSource Atlanta shall:

- A. Provide recruitment and referral to the Construction GC and Sub-contractor(s), subject to the limitations set out in this Agreement.
- B. Screen applicants and provide Construction GC and Sub-contractor(s) with a list of applicants according to the terms of this Agreement.

Section 4. Responsibilities of the Construction GC.

The Construction GC shall, and shall cause its Sub-contractor(s) to:

- A. For all new entry-level Construction Positions, review and interview job applicants exclusively from the First Source Register prior to reviewing job applicants from any other source.



- B. Make good faith efforts to fill fifty (50) percent of entry-level positions with City of Atlanta residents who are listed on the First Source Registry.**
- C. Provide WorkSource Atlanta with Employer Projection of Positions Form ("Exhibit A"), which shall contain a list of all New Construction Positions for which the Construction GC is hiring, as well as the job qualifications for those positions. This notification shall occur after the Construction Contract has been awarded and before the Notice to Proceed ("NTP") is issued.**
- D. After issuance of the NTP, provide a final Employer Projection of Positions Form ("Exhibit A") to WorkSource Atlanta.**
- E. Provide names and position titles of all Non-New Construction Positions ("Exhibit B"). Non-New Construction Positions include any executive, professional engineering, office, or clerical jobs, or any jobs filled by full-time salaried employees on the Construction GC's payroll for at least three months prior to the notice to proceed. This list shall be deemed exempted positions.**
- F. Include provisions in all Construction Contracts entered into with Sub-contractors to represent and warrant adherence to the terms of this Agreement.**
- G. Provide letters of assent ("Exhibit C") to the terms of this Agreement to WorkSource Atlanta prior to any Construction GC performing any work on the Project.**
- H. Evaluate and interview all candidates provided by WorkSource Atlanta from the First Source Register and provide WorkSource Atlanta with the Post-Interview Evaluation Form ("Exhibit D"), within ten (10) days of the evaluation and interview.**
- I. Provide WorkSource Atlanta with a completed Requisition Progress Report ("Exhibit E") certifying compliance with this Agreement and detailing individuals who were hired, their address, start and end employment dates, and hours worked during that month.**
- J. Maintain daily sign-in sheet logs and payroll records for all of its employees and make said sign-in sheet logs and payroll records available to WorkSource Atlanta upon request. WorkSource Atlanta shall not use such records for any purpose other than monitoring of compliance with this Agreement.**
- K. Submit to WorkSource Atlanta with each payment application for the Construction Contract, the following items:**
 - (i) A copy of all completed Employer Projection of Positions Forms ("Exhibit A") which have been completed since the last requisition submitted;**



- (ii) A copy of all completed Post-Interview Evaluation Forms ("Exhibit D") which have been completed since the last requisition submitted; and
- (iii) The completed Requisition Progress Report ("Exhibit E") which has been completed since the last requisition submitted.

Section 5. Nondiscrimination. No party to this Agreement shall discriminate against First Source Register referrals in any terms and conditions of employment, including retention, promotions, job duties, shift assignments, and training opportunities.

Section 6. Events of Default. Subject to construction schedules and safety requirements, WorkSource Atlanta, the Office of Contract of Compliance ("OCC"), and awarding departments shall have the right to engage in random inspections of job sites and have access to the employees of the Construction Contractor or Sub-contractor(s) and the records required under Ordinance 10-O-0928 (City of Atlanta Code of Ordinances, ARTICLE XI).

If WorkSource Atlanta, OCC, or an awarding department determines the Construction GC and/or Sub-contractor(s) are not in compliance with this Agreement, any or all of the following actions may be taken:

- Withhold progress payments of up to 10% of the Contract Amount;
- Refusal of all future bids on City projects until such time as the Construction GC and/or Sub-contractor come into compliance with this Agreement; or
- Termination of the Agreement.

Section 7. Notices. All notices, consents, approvals and other communications which may be or are required to be given by WorkSource Atlanta or the Construction GC under this Agreement shall be properly given only if made in writing and sent by (a) hand delivery, or (b) certified mail, return receipt requested, or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air or Airborne Express), (d) by email to the email address listed below (provided that a copy of such notice is also delivered within 24 hours to the party by one of the methods listed in this Section 6(a), (b) or (c)), or (e) by facsimile to the facsimile number listed below (provided that a copy of such notice is also delivered within 24 hours to the party by one of the other methods listed in this Section 6(a), (b) or (c)), with all postage and delivery charges paid by the sender and addressed to the other parties as applicable as set forth below. Said notice addresses are as follows:



If notice is to City:

WorkSource Atlanta
818 Pollard Blvd., SW
Atlanta, GA 30315
ATTN: Director of Performance Management
paolaleve@atlantaga.gov

If notice is to Construction GC:

KISSBERG CONSTRUCTION
1100 2ND STREET
STONE MOUNTAIN GA 30083
Construction@Kissberg.Com

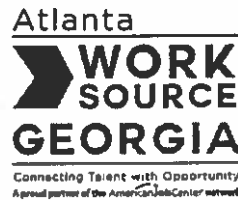
Each party may change its address by written notice in accordance with this Section (effective five (5) days after the delivery of written notice thereof). Any communication addressed and mailed in accordance with this Section will be deemed to be given when received, unless rejected or returned by the recipient, in which case when mailed, any notice so sent by electronic or facsimile transmission will be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person will be deemed to be given when receipted for, or actually received, by the party identified above.

Section 7. Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power, or privilege hereunder will operate as a waiver thereof.

Section 8. Invalidity. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. The Construction GC may not assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of WorkSource Atlanta, which consent may be withheld or conditioned in the sole discretion of WorkSource Atlanta; provided, however, that WorkSource Atlanta will not unreasonably withhold its consent to an assignment by the Construction GC of all or any of its rights under this Agreement.

Section 10. Exhibits; Titles of Articles and Sections. The exhibits attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement will prevail. All titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the Agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit will be considered a reference to the applicable exhibit attached hereto unless otherwise stated.



Section 11. Applicable Law. This Agreement is made under and will be construed in accordance with and governed by the laws of the State of Georgia.

No provision of this agreement shall be interpreted so as to require the Construction GC and/or Sub-contractor(s) to employ a worker not qualified for a position, or to employ or retain any particular employee, or to hire any worker as a result of such worker's membership in a labor union.

Section 12. Entire Agreement. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 13. Termination of Agreement. Without cause, WorkSource Atlanta may terminate this agreement at any time upon thirty (30) days' written notice to the Construction GC and WorkSource Atlanta.



CONSTRUCTION GC / SUB-CONTRACTOR LETTER OF ASSENT

I have read the First Source Job Training and Employment Placement Agreement and assent to the terms therein.

KISSBERG CONSTRUCTION

Construction GC or Sub-Contractor

HENRIETTA KISSBERG

Company Representative

9/13/17

Date

Appendix B

Insurance and Bonding Requirements

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-9974 Citywide Demolition and Asbestos Abatement Services

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and

- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Accord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

City shall be covered as an **Additional Insured**, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the **Additional Insured**. However, this requirement **does not apply to Workers' Compensation or Professional Liability Insurance**. Additional insured status extending to ongoing and completed operations per **CG 20 26 07 04** or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the State of Georgia. If the vendor chooses to self-insure any of the insurance requirements then the additional insured endorsement will be waived.

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	\$500,000 each accident
Bodily Injury by Accident/Disease	\$500,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **\$3,000,000 per occurrence**.

- ☒ Coverage must follow form with primary policy
- ☒ May be used to achieve minimum liability limits
- ☒ Coverage must be as broad as primary policy

F. Asbestos Abatement Liability

The Contractor shall procure and maintain project specific Asbestos Abatement Liability insurance in an amount not less than **\$500,000 each occurrence/aggregate**.

G. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in the amount of **\$1,000,000 annually** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**



KISSB-1

OP ID: MS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2018

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 Weathers Insurance, Inc. 5050 Research Ct. Suite 150 Suwanee, GA 30024 Chris K Weathers		770-448-9700		CONTACT NAME: Chris K Weathers PHONE (A/C, No, Ext): 770-448-9700 FAX (A/C, No): 770-242-9596 E-MAIL ADDRESS: cweathers@weathersinsurance.com	
INSURED Kissberg Construction, Inc. 1100 Second Street Stone Mountain, GA 30083		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Cincinnati Specialty		13037	
		INSURER B: AmGuard			
		INSURER C: Technology Insurance Company		42376	
		INSURER D: Scottsdale Insurance Company			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Per Project Aggre GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	CSU0056248	03/20/2018	03/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		KIAU954317	08/08/2018	08/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			XLS0104335	03/27/2018	03/27/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	TARGA96974-00	03/28/2018	03/18/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: FC#9974 City Wide Demolition Services.

CERTIFICATE HOLDER

CANCELLATION

Enterprise Risk Management
68 Mitchell Street
Suite 9100
Atlanta, GA 30303

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US - PER CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS**:

If you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to that person or organization for which you have agreed to in a written contract to provide said waiver.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

per project agg

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages be-

cause of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D.** If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU
OPERATIONS AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who is an Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions in the performance of your ongoing operations for the additional insured ;
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard."

If not specified otherwise in the written contract or agreement, a person's or organization's status as an additional insured under this endorsement ends one year after your operations for that additional insured are completed. The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily Injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.
3. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.
4. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are

specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This provision does not apply in regard to any ownership, maintenance or use of the additional insured's "autos."

Additional Insured When Required by Contract

- (1) Paragraph **A.1. – WHO IS AN INSURED – of Section II – Liability Coverage** is amended to add:

- d. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or

- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that the insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If another person or organization is added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **A. Loss Conditions 2. – Duties In The Event Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS**, in the same manner as the Named Insured.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/15/2019

PRODUCER

Houk Insurance Group, LLC
2356 Main St. Ste 210
Tucker, GA 30084
Mindy Fitzpatrick 770-723-3930 fitzpm4@nationwide.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Little Environmental Company, INC
545 Candlewood Dr.
Stone Mountain, GA 30088

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Certain Underwriters at Lloyds

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A			GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	ECOC598191	05/05/2018	05/05/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liab 1,000,000
			AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
			EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
			OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

FC-9974 City wide demolition & asbestos abatement

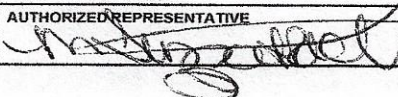
CERTIFICATE HOLDER

Kissberg Construction
1100 2nd St.
Stone Mountain, GA 30088

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





Policy Number:

Date Entered: 5/3/2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2018

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 First Choice Insurance Consulting 409 Beltline Rd., Ste 140 Collinsville, IL. 62234	CONTACT NAME:	PHONE (A/C, No, Ext): (618) 343-0795	FAX (A/C, No): (618) 343-0814
	E-MAIL ADDRESS:		
INSURED Little Environmental Co., Inc. 545 Candlewood Dr. Stone Mountain, GA 30088	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Interstate Insurance Co.		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	AVWCGA2596432018	05/01/2018	05/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: FC-9974 Citywide Demo and Abestos Job

CERTIFICATE HOLDER**CANCELLATION**

KISSBERG CONSTRUCTION
1100 2ND ST
STONE MOUNTAIN GA 30083

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

AUTHORIZED REPRESENTATIVE

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ASBESTOS AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to **bodily Injury** or **property damage** at any time arising out of the manufacture of, mining of, sale or distribution of, or installation of asbestos products, asbestos fibres or asbestos dust, or to any obligation of the **insured** to indemnify any party because of damages arising out of such **bodily Injury** or **property damage** at any time as a result of the manufacture of, mining of, sale or distribution of, or installation of asbestos products, asbestos fibers or asbestos dust.

Furthermore, the Company shall not be obligated to defend any **claim** or **suit** against any **insured** alleging **bodily Injury** or **property damage** resulting from or contributed to, by any and all manufacture of, mining of, sale or distribution of, or installation of asbestos products, asbestos fibers or asbestos dust.

For the purpose of this endorsement, **bodily injury** shall include disability, disease, occupational disease, sickness, and shock.

All other terms and conditions remain the same.



CONTRACTORS POLLUTION LIABILITY COVERAGE ENDORSEMENT - OCCURRENCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium charged, it is hereby agreed the following coverage is added to the policy.

- I. For the purposes of this endorsement, it is agreed that the following paragraphs are added to the **COMMERCIAL GENERAL LIABILITY POLICY, SECTION I. COVERAGES:**

COVERAGES -CONTRACTORS POLLUTION LIABILITY

A. Insuring Agreement

We will pay those sums in excess of the deductible shown in the Declarations that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. We shall have the right and duty to defend the Insured against any **claim** or **suit** seeking those damages. However, we shall have no duty to defend the insured against any **claim** or **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply.

We may, at our discretion, investigate any **loss** and settle any **claim(s)** or **suit(s)** that may result. But the amount we will pay for damages is limited as described in **SECTION II LIMITS OF INSURANCE**; and our right and duty to defend ends when the applicable limit of insurance has been exhausted in the payment of judgments, settlements or supplementary payments under all attached Coverage Parts and all Supplementary Payments which reduce the Limit of Insurance.

This insurance applies to a **loss** only if:

- 1 The **loss** occurs during the policy period; and
- 2 The **loss** takes place in the **coverage territory**; and
- 3 The **loss** arises out of **your work**.

In the event a **loss** continues to take place during multiple policy periods for policies issued by us, all **bodily injury** and **property damage** arising out of such **loss** will be deemed to take place during the earliest period during which the **loss** commenced.

B. Exclusions

This insurance does not apply to:

1. **Contractual Liability**

Bodily Injury or property damage arising out of any liability of others assumed by the insured through contract or agreement. This exclusion shall not apply to liability for damages:

- a. That would have otherwise attached to the insured in the absence of such contract or agreement; or
- b. Assumed in a contract or agreement that is an **insured contract**, provided the **bodily Injury** and **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of **bodily injury** and **property damage** provided:
 - (1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
 - (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Damage to Your Work

Property damage to your work arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- a. To **replacements costs**; or
- b. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

3. Employers Liability

Bodily Injury to:

- a. An insured or an **employee** of the Insured, its parent, subsidiary or affiliate:
 - (1) Arising out of and in the course of employment; or
 - (2) While performing duties related to the conduct of the Insured's business.
- b. The spouse, child, parent, brother or sister of that **employee** of the Insured, its parent, subsidiary or affiliate as a consequence of Paragraph a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity;

and

- b. To any obligation to share damages with or repay someone else who must pay damages because of such **bodily injury**.

This exclusion does not apply to liability assumed by the insured under an **Insured contract**.

4. **Executive Officer**

Bodily injury or property damage arising from your services and/ or capacity as an **executive officer**, director, partner, trustee or **employee** of a business enterprise not named in the Declarations.

5. **Expected or Intended Injury**

Bodily injury or property damage expected or intended from the standpoint of the insured.

6. **Fines and Penalties**

Any **suit(s)** or **claim(s)** seeking injunctive relief; or payment for fines, penalties, punitive, exemplary or multiplied damages unless allowed by law.

7. **Insured's Internal Expenses**

Claim(s) arising from expenses incurred by the insured for services performed by the salaried staff and **employees** of the insured. However, this exclusion shall not apply to **emergency response expense**.

8. **Impaired Property**

Any **suit(s)** or **claim(s)** arising out of **property damage to impaired property** or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

9. **Insured's Real Property**

Bodily injury or property damage arising from the insured's ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment, or condemnation of insured's real property. However, this exclusion does not apply to:

- a. **Bodily injury or property damage** arising from the insured's temporary

rental, lease or use of non-owned real property used solely to house materials, parts or equipment furnished in connection with **your work** during the duration of **your work** performed for a specific job or project; or

- b. Asbestos that was transported, stored, or otherwise handled as a result of **your work** performed in accordance with applicable **environmental laws** during the policy period that is stored for a period of time not to exceed ten (10) days at premises owned or leased by you during the policy period.

10. Intentional Acts

Bodily injury or property damage based upon or arising from any acts of the insured which are based upon or otherwise attributed to the insured's:

- a. Dishonest, intentional, fraudulent, malicious, willful, deliberate or knowingly wrongful act or;
- b. Dishonest, intentional, fraudulent, malicious, willful, deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body prior to or after inception of this policy.

This exclusion does not apply to a **responsible insured** that did not commit, participate in, or have knowledge of an act described above.

11. Non-Owned Disposal Sites

Bodily injury or property damage arising out of **pollution conditions** on, at, under or migrated from a **Non-Owned Disposal Site**.

12. Other Enterprises

Bodily Injury or property damage arising out of any business enterprise owned, operated or managed by the insured or its parent company or the affiliate, successor or assignee of such company not named in the Declarations.

13. Other Named Insureds

Bodily injury or property damage arising out of **claim(s)** against you by any other **Named Insured**.

14. Products Liability

Bodily injury or property damage arising out of **your product**. However, this exclusion does not apply to **bodily injury or property damage** resulting in a **pollution condition** that commences during the transportation of **your product** by a carrier.

15. Professional liability

Bodily injury or property damage arising from or in any way related to the rendering of or failure to render **professional services** by the insured or any contractor or subcontractor working on the insured's behalf. This exclusion does not apply to damaged work or the work out of which the damage arises due to improper supervision or lack of supervision of a subcontractor by the insured.

16. **Vehicles**

Bodily injury or property damage arising from the ownership, maintenance, use or entrustment to others, beyond the boundaries of job sites where **your work** is being performed by any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to you. However, this exclusion does not apply to **bodily injury or property damage** resulting in a **pollution condition** that commences during the transportation of **your product** by a carrier.

17. **War**

Bodily Injury and property damage based upon, arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, terrorism, civil war, rebellion, revolution, insurrection or military or usurped power.

18. **Workers' Compensation**

Claim(s) or suit(s) arising as a result of any obligation of any insured under any workers compensation, disability benefits, or unemployment compensation law or any similar law.

C. **Supplementary Payments**

We will pay, with respect to any **claim(s)** we investigate or settle, or any **suit(s)** against an insured we defend:

1. All expenses we incur.
2. All premiums on appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The company does not have the obligation to apply or furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim(s) or suit(s), including actual loss of earnings up to \$250 a day because of time off of work.
4. All costs taxed against the Insured in the suit(s).
5. Pre-judgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will reduce the Limits of Insurance shown in the Declarations.

- II. For the purposes of this endorsement, it is agreed that the following conditions are added to the **COMMERCIAL GENERAL LIABILITY POLICY, SECTION III. LIMITS OF INSURANCE:**

LIMITS OF INSURANCE

The Contractors Pollution Liability Limit shown in the Declarations is the most we will pay for the sum of all damages because of a **loss or emergency response expense** arising out of any one **pollution condition** under this policy. The most we will pay with respect to any **pollution**

condition that continues during the policy periods of more than one Pollution Liability Policy is

the Each Pollution Condition Limit shown in the Declarations applicable to the first policy period during which the **pollution condition** commenced.

The General Aggregate Limit will be amended to include damages and Supplementary Payments under the Contractors Pollution Liability coverage part. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of damages under all Coverage Parts and Supplementary Payments afforded by this policy.

The Limits of Insurance apply to the policy period shown in the Declarations or as amended by endorsement.

The deductible amount stated on the Declarations is applicable to each **pollution condition** or **emergency response expense**. The deductible amount applies once to each **pollution condition** or **emergency response expense** and applies to defense expenses, investigation, settlement, compromise, or indemnification.

We, at our sole election and option, may either:

1. Pay any part of the deductible amount to effect settlement or expense of any **claim**, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us; or
2. Simultaneously upon receipt of notice of any **claim** or at any time thereafter, call upon you to pay or deposit with us all or any part of the deductible amount, to be held and applied by us at our sole discretion.

If a **claim** has not entered into litigation, and we and the **Named Insured** mutually agree to **mediation** as a means to settle a **claim** made against the insured, and if such **claim** is settled as a direct result of and during the **mediation**, the deductible stated in the Declarations or applicable endorsement(s) shall be waived up to a maximum of \$25,000. When this occurs, we will reimburse the **Named Insured** as soon as practical for any qualifying deductible amount which was already paid by the **Named Insured** prior to the **mediation**.

- III. For the purposes of this endorsement, it is agreed that the following conditions are added to the **COMMERCIAL GENERAL LIABILITY POLICY, SECTION IV. - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

GENERAL CONDITIONS

Duties in the event of a Loss, Claim or Suit:

1. You must see to it that we are notified as soon as practicable of a **pollution condition** or **loss**, which may result in a **claim** or **suit**. To the extent possible, notice should include:
 - a. How, when and where the **pollution condition** or **loss** took place;
 - b. The names and addresses of any injured persons and witnesses;
 - c. The nature and location of any injury or damage arising out of the **pollution condition** or **loss**; and
 - d. The steps undertaken by the insured to respond to the **pollution condition** or **loss**.

2. If a claim is made or suit is brought against any insured, you must:

- a. Immediately record the specifics of the **claim** or **suit** and the date received;
- b. Notify us as soon as practicable.

You must see to it that we receive written notice of the **claim** or **suit** as soon as practicable.

3. You and any other involved insured must:

- a. Immediately send us copies of any demands, notices, summons or legal papers received in connection with the **claim** or **suit**;
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. No insured will, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for emergency response expense or first aid, without our consent.

Inspection

With reasonable notice to the insured, the Insurer shall be permitted, but not obligated, to inspect the insured's premises, equipment, and/or operations. Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the insured or others, to determine or warrant that such property or operations are safe or in compliance with any applicable law, regulation or rule. Any recommendations or information provided is not intended as a substitute for advice from a safety expert or legal counsel you may retain for your own purposes. It is not intended to supplant any legal duty you may have to provide a safe premises, workplace, product or operation.

Headings

The descriptions in the headings and sub-headings of this policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

IV. For the purposes of this endorsement, it is agreed that the following definitions will apply:

DEFINITIONS

- A. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.

1. Physical injury, illness or disease, sustained by any person, including death resulting there from, and any associated medical monitoring; and
 2. Mental anguish, emotional distress or shock.
- C. **Carrier** means a person or entity, other than the Insured or any subsidiary or affiliated company of the Insured, engaged in the business of transporting property for hire by auto, rolling stock, aircraft or watercraft.
- D. **Claim** means any written demand, notice, or request for defense, request for indemnity, or other legal or equitable proceeding against any insured by a person, entity or asserted class for loss.
- E. **Cleanup costs** means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of any **pollution conditions**:
1. To the extent required by applicable **environmental laws**; or
 2. In absence of any applicable **environmental laws**, to the extent recommended in writing by an **environmental consultant**.
- Cleanup costs** also include **replacement costs**.
- F. **Coverage territory** means:
1. The United States of America, its territories and possessions, Puerto Rico and Canada.
 2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Item 1. above.
- G. **Emergency response expense** means reasonable **cleanup costs** incurred by the **Named Insured** in response to an imminent and substantial threat to human health or the environment arising from a **pollution condition**. Such reasonable **cleanup costs** must be incurred within seven (7) days of the discovery of a **pollution condition**.
- H. **Employee** includes temporary and/ or leased staff working on behalf of and under direct supervision by you, but only for **your work**.
- I. **Environmental consultant** means a person approved by us in writing who is duly certified and licensed in a recognized field of environmental science as required by an applicable state or provincial board, a professional association, or both, and fulfills certain minimum qualifications and maintains errors and omissions insurance. We shall consult with the insured in conjunction with the selection of the **environmental consultant**.
- J. **Environmental laws** mean federal, state, provincial, municipal or other local laws, statutes, ordinances, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability of the Insured with respect to **pollution conditions**.

K. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

L. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
2. You have failed to fulfill the terms of the contract or agreement;

If such property can be restored to use by:

1. The repair, replacement, adjustment or removal of **your product** or **your work**; or
2. Your fulfilling the terms of the contract or agreement.

M. **Insured contract** means:

1. A sidetrack agreement;
2. Any easement or license agreement;
3. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
4. An elevator maintenance agreement;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 5. does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- b. Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in Item 5.a. above and supervisory,

inspection, architectural or engineering activities.

- N. **Loss** means **bodily injury** or **property damage**, neither expected nor intended from the standpoint of the Insured, caused by or resulting from a **pollution condition** and which results in a **claim** or **suit**.
- O. **Mediation** means the non-binding intervention of a neutral third-party to effect resolution of a **claim**.
- P. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 5. Vehicles not described in 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
 6. Vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **auto**:

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;

- b. Cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- Q. **Mold** means mildew, fungus, or mold; including mycotoxins, spores or byproducts produced or released by fungi.
- R. **Named Insured** means the person or entity shown in Item 1. of the Declarations.
- S. **Natural resource damage** means damage for, injury to, destruction of, or loss of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other similar resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, and state or local government, any foreign government, or any Indian Tribe, including the reasonable costs of assessing such injury, destruction or **loss** resulting there from.
- T. **Non-Owned Disposal Site** means a facility or site that is used for treatment, storage or disposal of any material or waste provided the **Non-Owned Disposal Site** is not owned, operated, leased or maintained by the insured or affiliated entity.
- U. **Pollution condition** means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal, material matter, irritant or contaminant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, low level radiological material, or waste materials including medical, infectious, or pathological wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater. **Pollution condition** includes electromagnetic fields, mold, virus(es), and bacteria including Legionella pneumophila.
- V. **Products -completed operations hazard:**
 - 1. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and caused by **pollution conditions** arising out of **your product** or **your work** except:
 - a. Products that are still in your physical possession; or
 - b. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in your contract has been completed.
 - (2) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

2. Does not include **bodily injury** or **property damage** arising out of:
 - a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any Insured;
 - b. The existence of tools, uninstalled equipment or abandoned or unused materials.
- W. **Professional services** means those architectural, engineering, consulting, project management or construction management services that are performed by you or on your behalf. **Professional services** includes making recommendations for the site selection, transportation, disposal or treatment of **pollution condition(s)**.
- X. **Property damage** means:
 1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of physical injury that caused it; or
 2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **loss**; or
 3. **Cleanup costs**; or
 4. **Natural Resource Damage**; or
 5. Diminished value of property owned by third parties.
- Y. **Replacement costs** means reasonable expenses necessarily incurred by the insured to repair or replace real property or physical improvements to such real property that were made prior to the **pollution condition** and damaged during the course of responding to the **pollution condition**. **Replacement costs** do not include costs associated with improvements or betterments.
- Z. **Responsible Insured** means any employee of the insured responsible for environmental affairs, control, or compliance, or any officer, director, partner, branch manager, operations manager, or project manager of the **Named Insured**.
- AA. **Suit** means a civil proceeding in which damages because of **bodily injury or property damage** to which this insurance applies are alleged. **Suit** includes:
 1. An arbitration proceeding in which such damages are claimed and to which the Insured must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.

BB. Your product:

1. Means:
 - a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products
2. Includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and
 - b. The providing of or failure to provide warnings or instructions.
3. Does not include vending machines or other property rented to or located for the use of others but not sold.

CC. Your work:

1. Means:
 - a. Work or operations performed by you or on your behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
2. Includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and
 - b. The providing of or failure to provide warnings or instructions

Performance Bond

"City" City of Atlanta, Georgia
 "Project" Citywide Demolition & Asbestos Abatement Services
 "FC No." FC-9974
 "Principal" Kissberg Construction, Inc
 Type of Organization ("X" one): _____ Individual
 _____ Partnership
 _____ Joint Venture
X Corporation

"Surety:"	(Name and Business Address)	UNITED STATES FIRE INSURANCE COMPANY
		305 Madison Ave
		Morristown, NJ 07962

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated ____ day of _____, 20__, regarding performance of Work relative to the Project.

"Penal Sum:" Two Million Dollars and 00/100*** (\$2,000,000.00***)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally. Principal and Surety agree that the Penal Sum shall be equal to or greater than one hundred percent (100%) of the total budget as specified in the Agreement for the first year of the Term as defined therein. If this bond is renewed annually as described below, then Principal and Surety agree that the Penal Sum shall equal or exceed the budget as specified in the Agreement for the same 12-month period of the annual bond.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

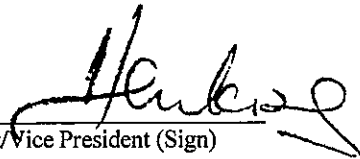
And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work. Surety further agrees that it will provide City with at least 60 days' written notice by registered mail prior to any suspension, cancellation or termination of this bond; otherwise, this bond shall remain in full force and effect for a minimum of one (1) year (i.e., twelve (12) full months) beginning from the Effective Date of the Agreement. This bond may be renewed on an annual basis provided the renewal covers the requisite Penal Sum as required above; and, in the event Surety declines to renew this bond, Surety agrees that it will provide City with at least 60 days' written notice by registered mail prior to the expiration date of bond.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

FINAL BOND PREMIUM
IS FIGURED ON THE
FINAL CONTRACT PRICE
INCLUDING APPROVED
CHANGE ORDERS

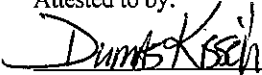
IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20__.

PRINCIPAL: KISSBERG CONSTRUCTION, INC

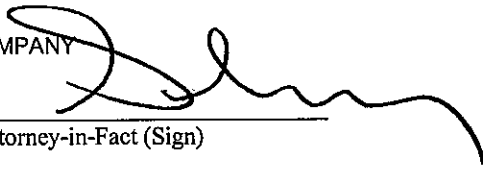

President/Vice President (Sign)

Henrietta Kisseih
President/Vice President (Type or Print)

Attested to by:


Secretary/Assistant Secretary (Seal)

SURETY: UNITED STATES FIRE INSURANCE COMPANY

By: 
Attorney-in-Fact (Sign)

Sam H. Newberry
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

FINAL BOND PREMIUM
IS FIGURED ON THE
FINAL CONTRACT PRICE
INCLUDING APPROVED
CHANGE ORDERS

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

01536408319

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Sam H. Newberry

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

A. R. Slimowicz

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17 day of Dec 20 18
UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President

Payment Bond

"City" City of Atlanta, Georgia
"Project" Citywide Demolition & Asbestos Abatement Services
"FC No." FC-9974
"Principal" Kissberg Construction, Inc
Type of Organization ("X" one):

☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

UNITED STATES FIRE INSURANCE COMPANY

305 Madison Ave

Morristown, NJ 07962

duly authorized by the Commissioner of Insurance of
the State of Georgia to transact surety business in the
State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20____, regarding
performance of Work relative to the Project.

"Penal Sum:" Two Million Dollars and 00/100***** (\$2,000,00.00***)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally. Principal and Surety agree that the Penal Sum shall be equal to or greater than one hundred percent (100%) of the total budget as specified in the Agreement for the first year of the Term as defined therein. If this bond is renewed annually as described below, then Principal and Surety agree that the Penal Sum shall equal or exceed the budget as specified in the Agreement for the same 12-month period of the annual bond.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work. Surety further agrees that it will provide City with at least 60 days' written notice by registered mail prior to any suspension, cancellation or termination of this bond; otherwise, this bond shall remain in full force and effect for a minimum of one (1) year (i.e., twelve (12) full months) beginning from the Effective Date of the Agreement. This bond may be renewed on an annual basis provided the renewal covers the requisite Penal Sum as required above; and, in the event Surety declines to renew this bond, Surety agrees that it will provide City with at least 60 days' written notice by registered mail prior to the expiration date of bond.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

FINAL BOND PREMIUM
IS FIGURED ON THE
FINAL CONTRACT PRICE
INCLUDING APPROVED
CHANGE ORDERS

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20__.

PRINCIPAL: Kissberg Construction, Inc



President/Vice President (Sign)

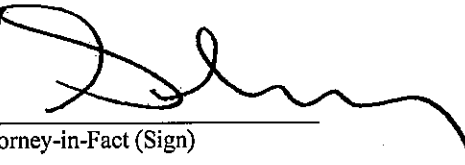
Henrietta Kisseih
President/Vice President (Type or Print)

Attested to by:

Dumas Kisseih
Secretary/Assistant Secretary (Seal)



UNITED STATES FIRE INSURANCE COMPANY
SURETY: _____

By: 

Attorney-in-Fact (Sign)

Sam H. Newberry
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

FINAL BOND PREMIUM
IS FIGURED ON THE
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INCLUDING APPROVED
CHANGE ORDERS

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

01536408319

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Sam H. Newberry

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



A.R.S.

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17 day of Dec 20 18
UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

AIA[®] Document A312[™] – 2010

BOND No: 602-118591-3

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Kissberg Construction, Inc
1100 2nd Street
Stone Mountain, GA 30083

SURETY:

(Name, legal status and principal place
of business)

UNITED STATES FIRE INSURANCE COMPANY
305 Madison Avenue
Morristown, NJ 07962

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.

OWNER:

(Name, legal status and address)

City of Atlanta
55 Trinity Ave SW, Ste 4900
Atlanta, GA 30303

CONSTRUCTION CONTRACT

Date:

Amount: \$2,000,000.00**

Two Million Dollars and 00/100****

Description: FC-9974 Citywide Demolition & Asbestos Abatement Services
(Name and location) Atlanta, GA

BOND

Date: 12/17/18

(Not earlier than Construction Contract Date)

Amount: \$2,000,000.00*** Two Million Dollars and 00/100****

Modifications to this Bond: ☐ None ☒ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Kissberg Construction, Inc

Signature:

Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company:

(Corporate Seal)

UNITED STATES FIRE INSURANCE COMPANY

Signature:

Name

and Title:

SAM H. NEWBERRY, ATTORNEY-IN-FACT

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AMERICAN SURETY BONDS AGENCY, LLC
1935 CLIFF VALLEY WAY NE, #115
ATLANTA, GA 30329
404-486-2355

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

FINAL BOND PREMIUM
IS FIGURED ON THE
FINAL CONTRACT PRICE
INCLUDING APPROVED
CHANGE ORDERS

Init.

AIA Document A312[™] – 2010. The American Institute of Architects.

061110

§ 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.

FINAL BOND PREMIUM
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§ 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:

FINAL BOND PREMIUM
IS FIGURED ON THE
FINAL CONTRACT PRICE
INCLUDING APPROVED
CHANGE ORDERS

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
Kissberg Construction, Inc.

Signature: _____
Name and Title: _____
Address: _____
1100 2nd Street, Stone Mountain, GA 30083

SURETY

Company: _____ (Corporate Seal)
UNITED STATES FIRE INSURANCE COMPANY

Signature: _____
Name and Title: SAM H. NEWBERRY, ATTORNEY-IN-FACT
Address: 1935 CLIFF VALLEY WAY NE, #115, ATLANTA GA 30329

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.

Init.

AIA[®] Document A312[™] – 2010

BOND NO. 602-118591-3

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Kissberg Construction, Inc
1100 2nd Street
Stone Mountain, GA 30083

OWNER:

(Name, legal status and address)

City of Atlanta
55 Trinity Ave SW Ste 4900
Atlanta, GA 30303

CONSTRUCTION CONTRACT

Date:

Amount: \$2,000,000.00***

Two Million Dollars and 00/100***

Description:

(Name and location)

FC-9974 Citywide Demolition & Asbestos Abatement Services
Atlanta, GA

BOND

Date: 12/17/18

(Not earlier than Construction Contract Date)

Amount: \$2,000,000.00**** Two Million Dollars and 00/100*****

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Kissberg Construction, Inc

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

UNITED STATES FIRE INSURANCE COMPANY

Signature:

Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name

and Title:

SAM H. NEWBERRY, ATTORNEY-IN-FACT

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AMERICAN SURETY BONDS AGENCY, LLC
1935 CLIFF VALLEY WAY NE, #115
ATLANTA, GA 30329
404-486-2355

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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.

Init.

AIA Document A312[™] – 2010. The American Institute of Architects.

061110

FINAL BOND PREMIUM
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INCLUDING APPROVED
CHANGE ORDERS

§ 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.

FINAL BOND PREMIUM
IS FIGURED ON THE
FINAL CONTRACT PRICE
INCLUDING APPROVED
CHANGE ORDERS

§ 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.

FINAL BOND FEE
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§ 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:

FINAL BOND PREMIUM
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INCLUDING APPROVED
CHANGE ORDERS

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:
Kissberg Construction, Inc

(Corporate Seal)

Signature:

Name and Title:

Address 1100 2nd Street, Stone Mountain, GA 30083

SURETY

Company:
UNITED STATES FIRE INSURANCE COMPANY

(Corporate Seal)

Signature:

Name and Title: SAM H. NEWBERRY, ATTORNEY-IN-FACT

Address 1935 CLIFF VALLEY WAY NE, #115, ATLANTA GA 30329

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.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

01536408318

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Sam H. Newberry

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2019.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



A.R. Slimowicz

Anthony R. Slimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019**

Sonia Scala

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17 day of Dec 2018

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

Appendix C

General Conditions

FC-9974, Citywide Demolition and Asbestos Abatement Services

Appendix C

GENERAL CONDITIONS

GC-1 AGREEMENT DOCUMENTS

The General Conditions, Special Conditions, Technical Provisions, Drawings, Changes, and all other parts of the Agreement Documents are complementary, and a requirement occurring in one shall be as binding as though occurring in all. The parts of the Agreement are complementary and describe and provide for completion of the Work. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Agreement Documents and in no way affect, and shall not be considered in the interpretation of the provisions to which they refer.

The physical conditions indicated in the Agreement Documents are the result of site investigations by borings and testing at the locations shown.

Execution of the Agreement by the Contractor is a representation that the Contractor has visited the Site, become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Agreement Documents.

The intent of the Agreement Documents is to include all items necessary for the proper execution and completion of the Work. Work not specifically covered in the Agreement Documents shall be required if it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Agreement Documents in accordance with such recognized meanings.

Without limiting the duty of the Contractor regarding review of the Agreement Documents, in the event of a conflict, error or discrepancy within the Agreement Documents, the Documents shall be given precedence in the following order:

- Change Orders;
- Addenda;
- Bid Form;
- City-Contractor Agreement;
- Special Conditions
- General Conditions;
- Specifications; and
- Plans

Detail Drawings shall govern over general drawings. Figures or dimensions written on drawings shall govern over scaled distances. The details are not to scale.

In case of discrepancy between small-scale detail and large-scale detail, the large-scale detail shall govern. On any of the Plans where a portion of the Work is drawn out and the remainder is shown in outline, the parts drawn out shall apply also to all other like portions of the Work.

Where the word "similar" occurs on the Plans, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.

The dimensions and descriptions given on the Plans for adjacent work by others are based on the design Drawings. The Contractor shall verify all as-built conditions and information.

GC-2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

During the progress of the Work, the Engineer may issue additional instructions and Drawings supplemental to those listed in the Special Conditions, showing additional details required for the performance of the Work, and may issue revised Drawings pursuant to Change Orders, or for correction of errors in the Plans. The additional instructions and Drawings thus supplied will become a part of the Agreement Documents. Contractor shall carry out the Work in accordance with the additional instructions and Drawings.

GC-3 DEFINITIONS

The following terms as used in this Agreement are respectively defined, as follows:

Abandonment - Shall mean the permanent termination of the use of, or of service from in or on a facility.

Approved, Directed, Ordered, Or Their Derivatives - Approved, as directed, or ordered by the Engineer or the City, unless otherwise clearly indicated.

Acceptance - The formal written acceptance by the City of the completed Work.

Addenda - Revisions to the Proposal Documents issued by the City prior to opening of the Bid.

Agreement - refers to the executed contract between City and Contracting Entity.

Agreement Documents - The Agreement Documents include the following:

- City-Contractor Agreement;
- Performance Bond;
- Payment Bond;
- Bid Guarantee;

Affidavit;
Appendix A - Requirements of the Office of Contract Compliance;
Appendix B – Insurance Requirements;
Bid;
Bid Schedule;
Bid Data;
General Conditions;
Technical Specifications for the Project; and
Plans for the Project.
Any Addenda thereto or Modification thereof (as defined in the General Conditions).

Agreement Price - The price or prices for the Work or items of Work set forth in the Bid.

Agreement Time - The number of calendar days stated in the Agreement Documents for the Substantial Completion of the Work or Final Completion of the Work, or the achievement of a specific interim milestone, as the context may require.

Amendment – Revision to Contract issued by the City after execution of the formal Contract Agreement.

Application for Payment - The form accepted by the City which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required in the Agreement Documents.

Bid - The offer or bid of the Bidder submitted in the prescribed manner on the prescribed form setting forth the prices for the Work to be performed together with supplemental information as required by the Agreement Documents.

Bidder - Any person, firm, partnership, corporation or any combination thereof submitting a Bid for the Work.

Bonds - Bid, Performance Bonds, Payment Bonds, and other instruments of security furnished by the Bidder or Contractor and his surety in accordance with the Agreement Documents.

Change - Any change in the Work authorized by the Engineer.

Change Order - A written order to the Contractor, prepared by the Engineer and issued by the City for changes in the Work within the general scope of the Agreement Documents, adjustment of Agreement Prices, extension of Agreement Time, or reservation of determination of a time extension.

City - Shall mean the City of Atlanta, Georgia, and shall include all agencies, establishments or officials of the government of the City.

City-Contractor Agreement - The written agreement for the performance of and payment for the Work, which includes by reference and is a part of the Agreement Documents, executed on behalf of the City and the Contractor.

City's Contractor - Shall mean the legally authorized representative of the City, a private contractor, or other concerned agency performing Work under a direct Agreement with the City.

Construction - Shall mean the actual site preparation, building and all related Work, including facility relocation and adjustments.

Construction Easement/Temporary Easement - Any space or area dedicated to the City or other entity for the purpose of utilities or location of utilities for a specific period of time.

Construction Equipment - Equipment used in the performance of the Work but not incorporated therein.

Contact Person - Contracting Officer designated by the City of Atlanta, Department of Procurement, to submit any questions and suggestions to Ms. Mimie L. Woods, CPPB, Contracting Officer, Department of Procurement, 55 Trinity Avenue, Suite 1790, Atlanta, Georgia 30303.

Contractor - Any firm, partnership, corporation, joint venture, LLC or any combination thereof who enters into a contractual Agreement with the City. This excludes Subcontractors/Sub-consultants. Contractor shall include the union of both the architectural firm and the construction company.

Day - A calendar day of twenty-four (24) hours lasting from midnight one (1) day to midnight the next day.

Department - Shall mean the Department of Parks, Recreation and Cultural Affairs.

Designer - City of Atlanta

Drawings - That part of the Agreement Documents which show the outlines, characteristics and Scope of the Work to be performed. The term is used interchangeably with the word "Plans" and includes Standard Details and Drawings.

Engineer - City of Atlanta or duly authorized representative.

Equipment - Equipment incorporated or to be incorporated in the Work.

Force Account - A method of payment, other than lump sum or unit price, for Work ordered by Change Order and paid for in accordance with force account procedures indicated in "Force Account" Section of the General Conditions.

General Conditions - Requirements pertaining to this Agreement which will be required of the successful Contractors.

General Requirements - Conditions pertaining to this Agreement which will be required of the successful Contractors.

Inspector - The authorized representative of the Engineer assigned to make detailed inspection of any or all portions of the Work or Materials thereof.

Materials - Materials incorporated or to be incorporated in the Work unless otherwise clearly indicated.

Notice of Award - The written notice of the acceptance of the Proposal from the City to a Bidder.

Notice to Proceed ("NTP") - Written communication issued by the City to the Contractor authorizing it to proceed with the Work and establishing the date of commencement of the Agreement time and on which the Contractor shall start to perform his obligations in accordance with the Agreement Documents.

Owner - The City of Atlanta.

Permanent Easement - Any space or area to the City or other entity for the purpose of constructing and/or maintain existing or future utilities.

Plans - That portion of the Agreement Documents describing in drawings, the shape, dimensions and other similar requirements governing the completion of the various portions of the Work, prepared by the Designers and including revisions thereto. The term is used interchangeably with the word "Drawings."

Project - The Project is identified in the City-Contractor Agreement, and is the total construction of which the Work performed under the Agreement Documents may be the whole or a part.

Public Space/Public Right-of-Way - Shall mean the area between private property lines under the jurisdiction of the City, county, state or federal government, including, but not limited to, an alley, roadway, median, sidewalk, public way, or any combination thereof.

Replacement Facility - Shall mean that facility, meeting the Department's current standards, which will be constructed or provided, as a consequence of the rearrangement of an existing facility or portion thereof.

Resident Engineer - The City's Engineer who is assigned to the Project Site or any part thereof.

Responsible Bidder - means any person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

Responsive Bidder - means a person who has submitted a bid or offer which conforms in all material respect to the invitation for bids or request for proposals. A Bid which is accurate and complete, with respect to Bid Schedules and information submitted relative to the technical qualifications, financial responsibility and is able to comply with Equal Opportunity and other requirements of the Agreement Documents.

Non-Responsive Bidder - would be the opposite of above-referenced definition.

Scope of Work - See "Work."

Sidewalk Area - Shall mean that portion of a street between the curb lines and the adjacent property lines intended primarily for the use of pedestrians whether paved or in use.

Site of the Work - The areas required for the performance of the Work.

Special Conditions - General Requirements which are unique to a particular Agreement and which supplement, modify or delete items covered in General Conditions.

Specifications - That portion of the Agreement Documents describing in words the technical requirements governing the completion of the various portions of the Work.

Standards - Shall mean those current Standards of Engineering analysis and design, including installation and Material Specifications, which the City utilizes in the design and construction of its own projects.

State - The State of Georgia.

Subcontractor - An individual, firm, corporation or any combination thereof having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site. Subcontractor shall not mean Supplier.

Substantial Completion - The date certified by the Engineer when all or a part of the Work, identified in the Engineer's certification, is sufficiently completed in accordance with the requirements of the Agreement Documents so that the identified portion of the Work can be utilized for the purposes for which it is intended.

Supplier - Any individual, firm, or corporation who supplies material or equipment for the Work (including that fabricated to a special design) but who does not perform labor at the Site.

Temporary Facility - Shall mean a facility constructed for whatever purpose, and not intended to be permanent.

Utility - Shall mean and include all public, private, or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, such as

public owned fire and police signal systems, which directly or indirectly serve the public or any part thereof.

Work - All the services specified, indicated, shown, or contemplated by the Agreement Documents, and furnishing by the Contractor of all Materials, Equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Agreement Documents.

Working Days - Monday, Tuesday, Wednesday, Thursday, and Friday.

Written Notice - A written statement transmitted from one party to an authorized representative of another party in accordance with Section GC-16.

GC-4 APPLICABLE CODES, SPECIFICATIONS, AND STANDARDS

GC-4.1 General:

All codes, Specifications, and standards referred to in the Agreement Documents shall mean, and are intended to be, the latest editions, amendment, and revisions of such reference standard in effect as of the date of the Invitation to Bid for this Agreement.

GC-4.2 Standards:

Reference to a technical society, institution, association, or governmental authority, or pronoun in place of them, is made in the Agreement Documents in accordance with the following abbreviations:

ANSI	American National Standards Institute;
ASTM	American Society for Testing and Materials;
AWS	American Welding Society State;
AASHTO	American Association of State Highway and Transportation Officials;
ACI	American Concrete Institute;
AFBMA	Anti-Friction Bearing Manufacturer's Association;
AI	Asphalt Institute;
AISI	American Iron and Steel Institute;
AISC	American Institute of Steel Construction;
AMCA	Air Moving and Conditioning Association;
API	American Petroleum Institute;
ASME	American Society of Mechanical Engineers;
ASTM	American Society for Testing and Materials;
AWG	American (Brown and Sharpe) Wire Gauge;
AWS	American Welding Society;
AWWA	American Water Works Association;

CRSI	Concrete Reinforcing Steel Institute;
DOT	Georgia Department of Transportation (“ GDOT ”);
EPA	Environmental Protection Agency (Federal);
EPD	Environmental Protection Division (Georgia State);
MARTA	Metropolitan Atlanta Rapid Transit Authority;
NACE	National Association of Civil Engineers;
NFPA	National Fire Protection Association;
NSF	National Sanitary Foundation;
OSHA	Occupational Safety and Health Administration; and
UL	Underwriter’s Laboratories Incorporated.

GC-5 ADEQUACY OF DESIGN

Before placing its Bid to the City, and continuously after the execution of the Agreement, the Contractor shall carefully study and compare the Agreement Documents and shall at once report to the Engineer, any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, regulation, or order of any public authority bearing on the performance of the Work. By submitting its Bid for the Agreement and the Work under it, the Contractor agrees that the Agreement Documents, along with any supplementary written instructions issued by or through the Engineer that have become a part of the Agreement Documents, appear accurate, consistent, and complete insofar as can be reasonably determined. If the Contractor has reported in writing any error, inconsistency or omission, and has promptly stopped the affected Work until instructed, and has otherwise followed the instructions of the Engineer, the Contractor shall not be liable to the City, for any damage resulting from any such errors, inconsistencies or omissions in the Agreement Documents. The Contractor shall perform no portion of the Work at any time without Agreement Documents or, where required, approved shop Drawings, product data, or samples for such portion of the Work.

No claims shall be made by the Contractor based on claims of defects, errors, omissions, ambiguities or inconsistencies in the Agreement Documents which were reasonably discoverable by a review of the Agreement Documents and correlation thereof with the actual conditions at the Project site. No observation of the Engineer or

City, and no inspections, tests or approval shall relieve the Contractor from his obligation to perform the Work in strict conformity with the Agreement Documents.

GC-6 CITY OF ATLANTA ORDINANCES

The Contractor will be bound by the provisions of all City of Atlanta Ordinances. It is the Contractor's responsibility to be aware of and adhere to all existing or future ordinances which are in effect during the performance of the Agreement.

GC-7 PERMITS AND REGULATIONS

All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Agreement throughout, to

the extent that such requirements do not conflict with federal laws or regulations. All Work performed within the right of way of the GDOT shall be in accordance with GDOT regulations, policies, and procedures.

Contractor shall be solely responsible for securing all permits for the Work.

The Contractor must still apply for and secure said permits and schedule inspections. The Contractor shall give all notices and comply with all permits, laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified.

The Contractor agrees to protect and indemnify and hold harmless the City, its offices, agents and employees, the Designer and the Engineer against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree affecting the conduct of the Work whether by himself or by his agents or employees.

If any permit, license or certificate expires or is revoked, terminated or suspended as a result of any action on the part of the Contractor, it shall neither be entitled to any additional compensation, nor to an extension of Agreement Time.

GC-8 TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes as well as any other taxes or duties on the Material, Equipment and labor for the Work or portions thereof provided by the Contractor which are legally enacted by any municipal, county, federal or state authority or department or agency thereof at the time Bids are received, whether or not yet effective.

All records maintained by the Contractor pertaining to such taxes and levies and payment thereof shall be made available to the City at reasonable times for inspection, audit and copying.

GC-9 ARREARS TO OFFSET DEBT AGAINST CITY

No money shall be paid by the City upon any claim, debt, demand or account whatsoever, to any person, firm, or corporation who is in arrears to the City for taxes; and the City shall be entitled to counterclaim and offset any such debt, claim, demand or account in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand, or account after the said taxes are due, shall affect the right of the City to so offset the said taxes against the same.

GC-10 LIENS

The Contractor will furnish the City with evidence, satisfactory to the City that all persons who have done Work or furnished materials in performance of this Agreement have been fully paid, before he shall demand final payment due or unpaid under this Agreement. In case such evidence is not furnished an amount necessary to meet the lawful claims of the persons, aforesaid may be retained from any monies due or that may become due the said Contractor under this Agreement until the lawful claims aforesaid shall be fully discharged or satisfactorily secured,

and it is understood and agreed that the City assumes no obligation nor in any way undertakes to pay such lawful claim out of any funds due or that may become due the said Contractor, out of its own funds.

GC-11 ASSIGNMENTS

The Contractor shall retain personal control and shall give personal attention to the fulfillment of this Agreement. The Contractor shall not assign the whole or any part of this Agreement or any monies due or to become due hereunder without written consent of the City. In case the Contractor assigns all or any part of any monies due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Agreement.

GC-12 PATENTS AND ROYALTIES

The Contractor shall indemnify and hold harmless the City and its officers, agents, servants, and employees from liability or all claims of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Agreement, including its use by the City, unless otherwise specifically stipulated in the Agreement Documents.

If the Contractor uses any design, device or Materials covered by letters, trademarks, patent or copyright, he shall provide for such use by suitable agreement between the City and the holder of such design, device or Material. It is mutually agreed and understood that, without exception, the Agreement Price shall include all royalties or costs arising from the use of such design, device, or Materials in any way involved in the Work. The Contractor or his sureties or both shall indemnify and hold harmless the City, its officers and employees from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or Materials or any trademark or copyright in connection with Work agreed to be performed under this Agreement and the Contractor shall indemnify the City for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

GC-13 OUT-OF-STATE CONTRACTORS

If the lowest responsive Bidder is a foreign corporation, partnership, or sole proprietorship, the Bidder hereby irrevocably appoints the Secretary of State of Georgia as its agent for services of all legal process for the purpose of this Agreement only, and shall obtain all required certificates and licenses required by the Georgia Law.

GC-14 CONTRACTOR'S OBLIGATIONS

A. Supervision and Construction Procedures

1. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures; and shall coordinate all portions of the Work under the Agreement, subject to overall coordination of the Engineer. All Work under the Agreement shall be performed in a skillful and workmanlike manner.
2. The Contractor shall be responsible to the City for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and any other persons performing any of the Work under a contract with the Contractor.
3. The Contractor shall not be relieved from the Contractor's obligations to perform the Work in accordance with the Agreement Documents by the activities or duties of the Engineer in the administration of the Agreement, or by inspections, tests or approvals required or performed under Paragraphs GC-30 or GC-36 by persons other than the Contractor.

B. Labor and Materials

1. Unless otherwise provided in the Agreement Documents, the Contractor shall provide and pay for all labor, Materials, Equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.
2. The Contractor shall, at all times, enforce strict discipline and good order among the Contractor's employees and Subcontractors and shall not employ on the Work any Subcontractor, unfit person or anyone not skilled in the task assigned them. The City may, by Written Notice, require the Contractor to remove from the Work any Subcontractor or employee the City deems incompetent, careless, or otherwise objectionable.
3. All Work at the site shall be performed during regular working hours, except upon the City's written consent given after prior Written Notice.

C. Contractor's Construction Schedule

Contractor shall comply with all scheduling requirements set forth in the Bidding Document.

D. Conditions Affecting the Work

The Contractor shall be responsible for having taken all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including but not limited to conditions relating to transportation, handling, storage of Materials, availability of labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the City relating to this Project which may effect the Work of the Contractor, applicable provisions of law; and the character and availability of equipment and facilities needed prior to and during the prosecution of the Work, shall not relieve the Contractor of his responsibilities under the Agreement Documents and shall not constitute a basis for an equitable adjustment under any circumstances. The City assumes no responsibility for any understanding or representations concerning conditions made by any of his officers, agents, or employees prior to the execution of the Agreement, unless such understanding or representations are expressly stated in the Agreement Documents.

GC-15 RIGHT OF ENTRY

The City reserves the right to enter the Site of the Work herein contracted for, by such agent or agents as they may elect, for the purpose of inspecting the Work, or for the purpose of installing such collateral Work as the City may desire. The Contractor shall cooperate and coordinate with other contractors prosecuting other phases of the construction. Furthermore, if deemed necessary by the Engineer, the Contractor will incorporate critical access issues of other City contractors directly into the daily Work schedule, such that no phase of the Project(s) are delayed or impacted.

GC-16 NOTICES

Except as otherwise expressly provided in the Specifications, any notice, order, instruction, claim, or other written communication required or permitted to be given under this Agreement shall be deemed to have been delivered or received:

1. Upon personal delivery to the Contractor or his authorized representative, or to the City, as the case may be, which delivery may be accomplished by in person hand delivery, or via bona fide overnight express service. Service by facsimile transmission does not constitute notice in accordance with this Agreement.

2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, addressed to the Contractor, the City at his official address, for use under this Agreement, as the case may be.

For purposes hereof, the address of Contractor shall be the business address given in his Bid, and the address of the City shall be as designated in the notice to begin the Work. Either party may change his address at any time by Written Notice to the other of the change.

GC-17 SAFETY PRECAUTIONS AND PROGRAMS

The City, the Engineer, or their agents, employees or representatives are not responsible for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for the safety precautions and programs in connection with the Work. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

GC-18 SAFETY OF PERSONS AND PROPERTY

- A. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 1. All employees on the Work and all other persons who may be affected thereby;
 2. All the Work and all Materials and Equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of the Contractor's Subcontractors;
 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
 4. The Work of the City or other separate contractors.
- B. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

- D. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- E. The Contractor shall promptly remedy all damage or loss to any property referred to in Clauses GC-18 A.2 and 18 A.3 caused in whole or in part by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and for which the Contractor is responsible under Clauses GC-18 A.2 and 18 A.3, except damage or loss attributable to the acts or omissions of the City, the Engineer or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Insurance Section of the General Conditions.
- F. The Contractor shall employ a project safety coordinator who shall devote full time toward accident prevention during construction. The qualifications of the project safety coordinator shall be submitted to the City for approval prior to assignment to the Work and shall include:
1. Five (5) years of construction loss control/safety experience in heavy construction;
 2. Registered Professional Engineer in the State of Georgia;
 3. Certified safety professional;

Also advisable:

1. Professional Member of the American Society of Safety Engineers (ASSE);
2. Associate in Risk Management (ARM); and
3. Associate in Loss Control Management (ALCM).

- G. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

GC-18.1 Emergencies

In any emergency affecting the safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work, shall be determined as provided in Changes Orders in the General Conditions.

GC-18.2 Miscellaneous

- A. The Contractor acknowledges that he is fully aware of the contents and requirements of Official Code of Georgia Annotated § 25-9-1 through § 25-9-12, Blasting or Excavating

Near Underground Gas Pipes and Facilities, any amendments thereto and rules and regulations issued pursuant thereto, and the Contractor shall fully comply therewith. The Contractor agrees and acknowledges that any failure on his part to adhere to said laws, rules and regulations shall not only be a violation of law but shall also be a breach of Agreement and specific violation of the provisions of this Section GC-17 which pertains to safety precautions.

- B. The Contractor acknowledges that he is fully aware of the contents and requirements of Official Code of Georgia Annotated § 46-3-30 through § 46-3-39, Safeguards Against Contact with High Voltage Lines, any amendments thereto and rules and regulations issued pursuant thereto, and the Contractor shall fully comply therewith. The Contractor also confirms that representatives of the Contractor have visited the site of the Work and have taken into consideration the location of all electric power lines on and adjacent to all areas onto which the Agreement Documents require or permit the Contractor to Work, to store materials or to stage operations, and that the Contractor has obtained from the owner or owners of the aforesaid electric power lines advice in writing as to the amount of voltage carried by the aforesaid lines. The Contractor agrees that any failure on its part to adhere to said laws, rules and regulations shall not only be a violation of the law but shall also be a breach of Agreement and specific violation of the provisions under Section GC-17 above, which pertains to safety precautions.
- C. The Contractor acknowledges and agrees that he is the person responsible under the law and that he is the person employing or directing others to perform labor within the meaning of Official Code of Georgia Annotated § 34-1-1, Labor and Industrial Relations. He acknowledges and agrees likewise that he will comply with said law.
- D. The Contractor shall protect all Work, including but not limited to, excavations and trenches, from rain water, surface water, and backup of drains and sewers. The Contractor shall furnish all labor, pumps, shoring, enclosures, and Equipment necessary to protect and keep the Work free of water.
- E. The provisions, terms and conditions of this Section GC-18.2, although very specific, are in no way intended to limit the general requirements hereof or the applicability of laws relating to Work conditions, safety or accident prevention and no specific provision or combination of specific provisions in any of said subsections or in any other parts or sections of the Agreement Documents shall be deemed to limit the obligations or responsibility of the Contractor contained in general provisions with respect thereto or in laws, statutes, acts, rules or regulations which are applicable thereto but which are not specifically referred to in any part of the Agreement Documents.

GC-19 USE OF PREMISES AND CLEAN UP

- A. Contractor expressly undertakes at no additional cost to the City:

1. To store his Materials, Supplies and Equipment at the Site of the Work in such orderly fashion and in such locations as approved by the Engineer that will not unduly interfere with the progress of the Work or the Work of any other contractors, or the activities of City personnel.
2. To clean up all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that all times the Site of the Work shall present a neat orderly and workmanlike appearance. No items shall be left or discarded elsewhere on the Site, or any other City sites. Items that are to be discarded shall be removed to approved dump areas.
3. To remove all surplus material, false Work, temporary structures, including foundations thereof, plants any description and debris of every nature resulting from his operations, and to put the Site in a neat, orderly condition before final payment. Such final cleanup Work shall be performed within the time specified for completion of Work, with such exceptions as may be approved in writing by the City. Unless otherwise provided in the Specifications, Contractor shall clean any portion of Work for which a separate time for completion is specified and the Site thereof to the above standards within the specified time, with such exceptions as may be approved in writing by the City.
4. To affect all cutting, fitting or patching of his Work required to make the same to conform to the plans and specifications and except with the consent of the City, not to cut or otherwise alter the Work of any other contractor.

B. Contractor shall, at no additional cost to the City:

1. Coordinate all of the Contractor's operations with, and secure approval from, the City before using any portion of the Site. Contractor shall assume full responsibility for any damage to any such land or area, or to the City or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work.
2. Cause its agents and employees to park their vehicles only at locations directed by the City. Contractor's agents and employees shall clean vehicles leaving the Site so as not to muddy roads in the vicinity of the Site. Vehicles shall be brought to the Site only in connection with necessary Work on the Project. In no event shall vehicles be brought to the Site outside normal working hours unless the City gives specific written permission in advance.

3. In connection with Contractor's operations, provide for the free flow of traffic over roads or streets in or adjacent to the Site. The Contractor shall keep roads and streets free from obstructions of any character that might present a hazard or interference with traffic and in such condition that traffic can be adequately accommodated. When operations in connection with the Work necessitates the closing of traffic lanes, Contractor shall arrange in advance with the City, any adjacent property owners affected, and appropriate local authorities for such closing and shall provide as necessary appropriate barricades, signs, markers, flares and other devices as may be required by the Engineer or the local authorities for traffic guides and public safety.
4. Provide facilities for its use and only at locations approved or directed by the City. Unless otherwise specified in the Agreement Documents, Contractor shall provide all power and lighting necessary for its Work, complying in all cases with local and national electrical codes, OSHA regulations, and any other applicable laws. The City shall direct the point or points to be used for service connection. Contractor shall provide telephone facilities for his own use and only at locations approved or directed by the City.
5. Unless otherwise specifically provided in the Agreement Documents, Contractor shall provide his own temporary facilities, including an office and a watertight, closed area for storage and protection of Materials and Equipment to be used for, or incorporated in, the Work, except as specifically agreed in the Agreement Documents. Contractor's shanties, material storage rooms, field offices and the like will be approved by the City and placed in locations designated by the City. If it becomes necessary during the course of the Work for Contractor to relocate his field operations, it will do so in an expeditious manner and at no additional cost.
6. Contractor shall take measures to control the blowing or spreading of dust, smoke, dirt, mud and refuse from its Work to avoid nuisance and inconvenience to others whether on or off the Site. These measures shall be in compliance with, without being limited to, all applicable laws, and shall be subject to the City's approval. Contractor shall furnish all necessary labor and Materials such as water, approved chemicals, and Equipment.
7. Contractor shall be responsible for the removal or drainage of all water interfering with the proper prosecution of his Work. It shall, at all times, assure such drainage and shall not be a nuisance or inconvenience to the City, other contractors or their Work, or the occupants or users of any other public or private area on or off the Site. This paragraph

supplements, and does not supersede, any drainage or dewatering called for elsewhere in the Agreement Documents.

8. Contractor shall not use permanent installed systems without permission of the City. If such permission is granted prior to completion of the Work, Contractor shall restore all parts of the system used by replacing materials, traps, valves, filters, motors, lamps, and the like to the extent that the City considers them to have been damaged or if their usefulness has been impaired or diminished by their temporary use by Contractor.
9. No part of any surface shall be loaded during construction with more weight than it can safely bear at the time. Should damage occur through violation of this requirement by Contractor, it shall be solely liable for such damage and any consequence.
10. It shall be Contractor's responsibility to receive and unload his Materials and pay all charges therefor, including, without limitation, demurrage or charges for delays in loading. Contractor shall instruct vendors or Suppliers making such deliveries exactly where they shall go. Contractor shall constantly keep the City advised of his Material delivery schedule and shall update it as required by the City so that Materials will be available to complete the Work on time. The Contractor shall schedule Material deliveries so as to interfere as little as possible with anyone else's Work on the Project but within the normal Work hours. Contractor shall require that Materials and Equipment delivered shall be identified with Contractor's name, purchase order, and identification numbers, as required by the Engineer. Contractor shall sign for all Materials delivered and shall be responsible for their safekeeping.

GC-20 PROTECTION OF AGREEMENT WORK

Contractor shall be responsible for:

1. Maintenance and protection of Work until final completion and acceptance, including, but not limited to, the storage of Materials and Equipment, erection of temporary structures and provisions for drainage as necessary to protect Work from injury, damage or loss.
2. Any injury, damage, or loss to Work resulting from the action of the elements or any other cause, irrespective of fault or negligence, excepting only such injury, damage, or loss as is caused solely by the negligence of willful misconduct of the City.

3. Protection of its Work and materials and the Work and materials of his Subcontractors from damage or injury from the weather.
4. Exercising due care to avoid injury or damage to the Work of other contractors on site.

Any portion of Work suffering injury, damage, or loss for which Contractor is responsible under 1, 2, 3 or 4, above, will be considered defective and shall be corrected or replaced without additional cost to City.

GC-21 DEFECTS IN THE WORK AND UNAUTHORIZED WORK

Contractor shall promptly remove from the premises all Work rejected by the City for failure to comply with Agreement Documents, whether incorporated in the construction or not, and Contractor shall promptly replace and re-execute the Work in accordance with Agreement Documents and without expense to City and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal, or replacement. All removal and replacement Work shall be done at Contractor's expense.

Any Work which may be done or Materials ordered by Contractor prior to receipt of Notice to Proceed, incorporation of previously rejected Work, Work done contrary to or regardless of the instruction of the City, extra Work performed without written authority from the City, Work done beyond the limits shown on the Plans, except as herein specified, or any extra Work done without written authority from the City, will be considered as unauthorized and will not be paid for unless accepted in writing by the City. Work so done may be ordered removed or replaced at the Contractor's expense.

If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Agreement Documents, and fails within three (3) days after receipt of Written Notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, after three (3) days following receipt by the Contractor of an additional Written Notice and without prejudice to any other remedy the City may have, make good such deficiencies and may further elect to perform and to complete all or any part of Work thereafter through such means as the City may select, including the use of a new contractor. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor, the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City on demand.

Minor, inconsequential defects may be waived in writing by the City, but the City's failure or refusal to exercise such authority shall not be subject to claim by Contractor. If a waiver will result in an appreciable saving of costs to Contractor, including costs of Work in place and potential costs of rejection and replacement under this clause, it will be made only upon an equivalent adjustment in compensation pursuant to Clause GC-42. Other defects may be waived

only as expressly authorized by Special Conditions or Technical Provisions which make provision for relief to the City for such waiver.

GC-22 GUARANTEE OF WORK AND MATERIALS

- A. The Contractor warrants to the City and the Engineer that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Agreement Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provision of the Agreement Documents. The Warranties set forth in this paragraph and elsewhere in the Agreement Documents shall survive final acceptance of the Work.
- B. Contractor shall warrant to Owner that all goods or equipment which Contractor is required to purchase under the Agreement and which contain embedded codes, chips, microprocessors, microcontrollers, clock circuits (including integrated circuits), computer operating systems, computer software, custom application programming, or other similar systems/technologies that calculate date or time data shall be Year 2000 Compliant in that they shall correctly and without failure, malfunction, or need for operator intervention, display, calculate, compute, and process date or time data before, during, and beyond December 31, 1999, including leap year.
- C. If within one (1) year after the Date of Final Completion and Final Acceptance of the Work by the City, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the Agreement Documents, any of the Work is found to be defective or not in accordance with the Agreement Documents, the Contractor shall correct it promptly after receipt of a Written Notice from the City to do so, unless the City has previously given the Contractor written acceptance of such condition. This obligation shall survive both final payment for the Work or designated portion thereof and termination of the Agreement. The City shall give such notice promptly after discovery of the condition.
- D. Without limiting the responsibility or liability of the Contractor under the Agreement, all warranties given by manufacturers on Materials or Equipment incorporated in the Work are hereby assigned by the Contractor to the City. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the City. The Contractor shall not obtain any Materials or Equipment under warranties, which do not run directly to the benefit of the City, and all such warranties shall be directly enforceable by the City.
- E. The foregoing warranties, and those contained elsewhere in the Agreement Documents or implied by law, shall be deemed cumulative and not alternative or exclusive. No one or more of them shall be deemed to alter or limit any other.

GC-23 TERMINATION OF AGREEMENT

GC-23.1 Bankruptcy or Insolvency

If Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property, or if he filed a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he refuses or fails to prosecute Work or any separable part thereof, with such diligence as will insure its completion within Agreement Time, or if he fails to complete said Work within said time, or if he disregards laws, ordinances, rules, regulations, directions or orders of any public body having jurisdiction over Work or if he disregards the authority of the City, or if he otherwise violates any provision of Agreement Documents, then City may terminate the Agreement without prejudice to any other right or remedy after giving Contractor a minimum of fifteen (15) days to either undertake the Work or pay the City for doing so.

If the surety does not commence performance thereof within fifteen (15) days from the date of the mailing to such surety of notice of termination, City may take over Work and prosecute the same to completion by contract or by Force Account for the account and the expense of Contractor and Contractor and his surety shall be liable to City for any excess cost incurred thereby, and in such event City may take possession of and utilize in completing Work, such materials, appliances, and plant as may be on the Site of Work and necessary therefor.

- (1) Preserve all Materials, Drawings and records and Plans at Site of the Work until notified in writing of those items, which will be used in completing Work.
- (2) Upon receipt of the foregoing notice, remove from Site of the Work all construction materials, equipment and plant not designated for use in such notice.
- (3) Assist the City in making an inventory of all Materials and Equipment in storage at the Site of Work, in route to the Site of Work, in storage or manufactured at other locations, and on order from Suppliers.

GC-23.2 City's Right to Stop the Work

If the Contractor fails to correct defective Work as required by the Agreement Documents, or fails to carry out the Work or supply labor or Materials in accordance with the Agreement Documents, the City, in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City and the Engineer to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity.

GC-23.3 Termination by the City for Contractor Default

- A. If the Contractor is adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper Materials, or fails to make prompt payment to Subcontractors or for Materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material violation of a provision of the Contract Documents, and fails within seven (7) days after receipt of written notice to commence and continue correction of such default, neglect or violation with diligence and promptness, the City, may, after seven (7) days following receipt by the Contractor of an additional Written Notice and without prejudice to any other remedy the City may have, terminate the employment of the Contractor and take possession of the Site and of all Materials, Equipment, tools, construction Equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.
- B. If the unpaid balance of the Agreement Price exceeds the costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City on demand. This obligation for payment shall survive termination of the Agreement.
- C. Termination of this Agreement pursuant to this GC-23 may result in disqualification of Contractor from bidding on future City contracts.

GC-23.4 Termination for Convenience of City

- A. The City may, at any time upon thirty (30) days Written Notice to the Contractor, terminate (without prejudice to any right or remedy of the City) the whole or any portion of the Work for the convenience of the City.
- B. If, after the Contractor has been terminated for default pursuant to Paragraph GC-23.3, it is determined that none of the circumstances set forth in Paragraph GC-23.3 exist, then such termination shall be considered a termination for convenience pursuant to Paragraph GC-23.4 A.
- C. If the City terminates the whole or any portion of the Work pursuant to Paragraph GC-23.3 A, then the City shall only be liable to the Contractor for those costs reimbursable to the Contractor in accordance with Paragraph GC-23.4 D, plus a markup of ten percent (10%) on the actual fully accounted costs recovered under Paragraph GC-23.4 D; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Agreement had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss.

D. If the City terminates the whole or any portion of the Work pursuant to Paragraph GC-23.3 A, the City shall pay the Contractor the amounts determined by the Engineer as follows:

1. An amount for supplies, services, or property accepted by the City pursuant to Clause GC-23.4 C.6, (or sold or acquired pursuant to Clause GC-23.5 C.7), and not heretofore paid for, and to the extent provided in the Agreement such amount shall be equivalent to the aggregate price for such Supplies or services computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges; and
2. The total of:
 - (a) The cost incurred in the performance of the Work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under Clauses GC-23.4 D.1 or GC-23.4 D.2(b);
 - (b) The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders, pursuant to Clause GC-23.4 C.5, which are properly chargeable to the terminated portion of the Agreement (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by Subcontractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under (a) above); and
 - (c) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Agreement and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this Agreement.

E. The total sum to be paid to the Contractor under this Paragraph GC-23.4 shall not exceed the Agreement Price as reduced by the amount of payments otherwise made, by the Agreement Price of Work not terminated and as otherwise permitted by the Agreement. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in this Paragraph GC-23.4, the fair value, as determined by the City, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the City, or to a buyer pursuant to Clause GC-23.5 C.7.

GC-23.6 General Termination Provisions

- A. If the City terminates the whole or any part of the Work pursuant to Paragraph GC-23.3, then the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- B. Should the Contractor default under any of the provisions of the Agreement, the Contractor and its surety will pay to the City such reasonable attorneys' fees as the City may expend as a result thereof and all costs, expenses and filing fees incidental thereto.
- C. After receipt of a notice of termination from the City, pursuant to Paragraph GC-23.3 or GC-23.4, and except as otherwise directed by the City, the Contractor shall:
 - 1. Stop Work under the Agreement on the date and to the extent specified in the notice of termination;
 - 2. Place no further orders or subcontracts for Materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated;
 - 3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
 - 4. Assign to the City in the manner, at the times and to the extent directed by the City, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City to the extent the Engineer may require, which approval or ratification shall be final for all the purposes of this Clause;
 - 6. Transfer title and deliver to the entity or entities designated by the City, in the manner, at the times and to the extent, if any, directed by the City, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the Work as had been terminated;

- (a) The fabricated or unfabricated parts, Work in progress, partially completed supplies, and Equipment, Materials, parts, tools, dies, jigs, and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of the Work terminated by the notice of termination; and
 - (b) The completed or partially completed Plans, Drawings, information, and other property related to the Work;
 - 7. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the City, any property of the types referred to in Clause GC-23.5 C.6; provided, however, that the Contractor:
 - (a) Shall not be required to extend credit to any buyer; and
 - (b) May require any such property under the conditions prescribed by and at a price or prices approved by the City; and, provided, further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the Work covered by this Agreement or paid in such other manner as the City may direct;
 - 8. Complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
 - 9. Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Agreement, which is in the possession of the Contractor and in which the City has or may acquire an interest.
- D. The Contractor shall preserve and make available to the City, at all reasonable times at the office of the Contractor, but without direct charge to the City, all its books, records, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor under the Agreement and relating to the Work terminated hereunder, all to the extent provided in GC-54 hereof, or, to the extent approved by the Engineer, photographs, microphotographs, or other authentic reproductions thereof.
- E. In arriving at any amount due the Contractor pursuant to Paragraph GC-23.3 or GC-23.4, there shall be deducted:
- 1. All unliquidated advance or other payments on account theretofore made to the Contractor applicable to the termination portion of this Agreement;

2. Any claim which the City may have against the Contractor;
 3. Such claim as the Engineer determines to be necessary to protect the City against loss because of outstanding or potential liens or claims; and
 4. The agreed price for, or the proceeds of sale of, any Materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of Clause GC-23.5 C.7 and not otherwise recovered by or credited to the City.
- F. If the termination, pursuant to Paragraph GC-23.4, be partial, the Contractor may file with the City a claim for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this Clause must be asserted within thirty (30) days from the effective date of the notice of termination.
- G. The Contractor shall refund to the City any amounts paid by the City to the Contractor in excess of costs reimbursable under Paragraph GC-23.4.
- H. The City may, at its option and the Contractor's expense, have costs reimbursable under Paragraph GC-23.4 audited and certified by independent certified public accountants selected by the City.
- I. The Contractor shall be entitled to only those damages and that relief from termination by the City as specifically provided in Article GC-23.

GC-24 SUSPENSION OF WORK

- A. The City may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the City.
- B. If the performance of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the City or Engineer in the administration of the Agreement, or by failure of any one of them to act within the time specified in the Agreement (or if no time is specified, within a reasonable time), an equitable adjustment shall be made for any increase in Contractor's costs of performance (excluding profit) and any increase in the time required for performance of the Work necessarily caused by such unreasonable suspension, delay, or interruption and the Agreement modified in writing accordingly. However, no equitable adjustment shall be made under this Paragraph for any suspension, delay, or interruption (pursuant to Paragraph GC-23.2), or for which an equitable adjustment is provided or excluded under any other provision of the Agreement Documents and no adjustment shall be made to the extent that performance would have

been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment under this Paragraph shall be allowed (1) before the Contractor shall have notified the City in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from an order issued "GC 23 A") and as practicable, the extent of such suspension, delay or interruption; and (2) unless the claims for increased costs or increased time required are asserted in writing to the City within ten (10) days after the termination of such suspension, delay, or interruption.

GC-25 COMMENCEMENT AND PROSECUTION OF THE WORK

Contractor shall, within ten (10) days after receipt from the City of a written Notice to Proceed, commence Work to be done under this Agreement. Contractor shall diligently prosecute Work and all portions thereof to completion within the times specified therefor. The capacity of Contractor's construction and manufacturing equipment and plans, sequence and methods of operations, and forces employed, including management and supervisory personnel, shall be such as to insure completion of Work within the specified time.

It is expressly understood and agreed by and between Contractor and City that Agreement Time for the completion of Work described herein is a reasonable time, taking into consideration the average climate and economic conditions and other factors prevailing in the locality of the Work.

GC-26 TIME

GC-26.1 Progress and Completion

- A. All time limits stated in the Agreement Documents are of the essence of the Agreement.
- B. The Contractor shall begin the Work within ten (10) days after the issuance of the Notice to Proceed. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion of the Work and Final Completion within the times stated in the Agreement Documents, including the Project Network Schedule.

GC-26.2 Delays and Extensions of Time

- A. Except as otherwise specifically provided under Paragraph GC-24 (Suspension of Work) or Paragraph GC-42 (Change Orders), the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect, or impact damages, including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the

part of the City or its agents. The Contractor shall be entitled only to extensions in the time required for performance of the Work as specifically provided in the Agreement.

- B. The Agreement Time shall be adjusted only for Changes in the Work (pursuant to Paragraph GC-42), Suspension of Work (pursuant to Paragraph GC-24) and excusable delays (pursuant to Subparagraph GC-26.2 C). In the event the Contractor requests an extension of the Agreement Time, he shall furnish such justification and supporting evidence as the City may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under the provisions of the Agreement. The City, after receipt of such justification and supporting evidence, shall make its findings of fact and decision thereon shall advise the Contractor in writing thereof. If the City finds that the Contractor is entitled to any extension of the Agreement Time, the City's determination as to the total number of days' extension shall be based upon the currently approved Project Network Schedule and on all data relevant to the extension as described in the Agreement Documents. Such data will be included in the next periodic updating of the schedule. The Contractor acknowledges and agrees that actual delays (due to changes, suspension of Work or excusable delays) in activities which according to the schedule, do not affect the Agreement Time, do not have any effect upon the Agreement Time and therefor will not be the basis for a change therein.
- C. Subject to other provisions of the Agreement Documents, the Contractor may be entitled to an extension of the Agreement Time (but not increase in the Agreement Price) for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its Subcontractors as follows:
1. Labor strikes including strikes affecting transportation, that do, in fact, directly and critically affect the progress of the Work; however, an extension of Agreement Time on account of an individual labor strike shall not exceed the number of calendar days of said strike;
 2. Acts of God, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed Work or stored materials;
 3. Abnormal weather; however, the Agreement Time will not be extended due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the City that there was greater than normal inclement weather considering the full term of the Agreement Time using a ten (10) year average of accumulated record mean values from climate to logical data compiled by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for Atlanta, Georgia, and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an effect upon the Agreement Time, the Contractor shall not be entitled to an extension of time;

4. Acts of the public enemy, acts of the state, federal, or local government in its sovereign capacity, and acts of another separate contractor in the performance of a agreement with the City relating to the Project; and
 5. Any act or neglect of the City or the Engineer or any of their employees.
- D. Other than pursuant to Paragraph GC-24 and Paragraph GC-42, no claims for extension of time for delay, disruption, interference or hindrance of the Work hereunder, or any portion thereof, shall be valid unless a notice of a claim is filed with the City within ten (10) days of the first instance of such delay, disruption, interference or hindrance and, in addition, unless a written statement of the claim as hereinafter described is filed with the City within twenty (20) days of such first instance; otherwise, all such claims are waived by the Contractor. In the case of a continuous cause of delay, only one written claim is necessary.
- E. Such notice of claim must clearly identify the instance of delay, disruption, interference or hindrance and an estimate of the probable effect of such delay on the progress of the Work.
- F. Such statement of the claim must provide all information required by the scheduling requirements of the Agreement Documents and further provide the following specific information:
1. Nature of the delay;
 2. Date (or anticipated date) of commencement of delay;
 3. Activities on the construction schedule affected by the delay, and/or new activities created by the delay and their relationship with existing activities;
 4. Identification of person(s) or organization(s) or event(s) responsible for the delay;
 5. Anticipated extent of delay; and;
 6. Recommended action to avoid or minimize the delay.
- G. The City shall receive and process such claims for extensions of time in accordance with the procedures set forth in Paragraphs GC-42 and GC-43, except that any Change Order issued shall only amend the time for completion.
- H. The failure of the Contractor to file any claims for extension of time within the time limits prescribed herein and in the form and manner required hereby shall be deemed a

material prejudice to the interests of the City and shall constitute an absolute waiver of the claim and the right to file or thereafter prosecute the same.

- I. If no schedule or agreement is made stating the date upon which written interpretations as set forth in the Agreement Documents shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after demand is made for them, and not then unless such claim is reasonable.
- J. To the extent that Contractor is entitled to additional compensation for delay, disruption, interference or hindrance under this Paragraph GC-26.2, an absolute condition precedent to such entitlement shall be strict compliance with all requirements and procedures for entitlement to an extension of time hereunder.

GC-26.3 Limitation of Damages

Under no circumstances shall Contractor be paid for extended home office overhead, lost use of capital, impairment of bonding capacity, loss of potential profit or any other indirect costs.

GC-27 RESPONSIBILITY FOR COMPLETION

GC-27.1 Duty to Accelerate

Subject to the other provisions of the Agreement Documents, the Contractor shall furnish such manpower, Materials, facilities, and Equipment and shall work such hours, including night shifts, overtime operations and Sunday and holidays, as may be necessary to ensure the prosecution and completion of the Work in accordance with the approved and currently-updated Project Network Schedule. If Work actually in place falls behind the currently updated and approved Project Network Schedule, and it becomes apparent from the current schedule that the Work will not be completed within the Agreement Time, the Contractor agrees that it will, as necessary or as directed by the City, take some or all of the following actions at no additional cost to the City to improve their progress:

- A. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, the backlog of Work;
- B. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing, sufficiently to substantially eliminate in the judgment of the City, the backlog of Work;
- C. Reschedule activities to achieve maximum practicable concurrency of accomplishment of activities; and
- D. Any other measure required by the schedule requirements of the Special Conditions.

In addition, the City may require the Contractor to submit a proposed revised Project Network Schedule demonstrating its program and proposed plan to make up lag in scheduled progress and to ensure completion of the Work within the Agreement Time. If the City finds the proposed plan not acceptable, the City may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are not satisfactory, the City may require the Contractor to take any of the actions set forth in this Paragraph GC-27.1 without additional costs to the City to make up the lag in scheduled progress.

GC-27.2 Acceleration by City's Forces

Failure of the Contractor to substantially comply with the requirements of Paragraph GC-27.1 may be considered grounds for a determination by the City and/or the Engineer that the Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified. In such case, upon forty-eight (48) hours prior Written Notice to Contractor, City shall have the right to furnish such additional labor and Materials as may be required to comply with the schedule and the Contractor shall be liable for such costs incurred by City.

GC-27.3 Set-Off of Acceleration Costs

Any monies due to the City under this Section may be set-off by the City against monies due from the City to the Contractor.

GC-27.4 Acceleration Remedies Cumulative

The remedies of the City set out in this Section GC-27 are in addition to, and without prejudice to, all other rights and remedies of the City including those stated elsewhere in the Agreement Documents.

GC-28 WORKING DRAWINGS, SHOP DRAWINGS, DATA ON MATERIAL AND EQUIPMENT, SAMPLES, AND LICENSES

GC-28.1 General

- A. Contractor shall submit to the Engineer for review and exception, if any, such working Drawings, Shop Drawings, test reports and data on Materials, licenses, and Equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of Work, including but not limited to, those working Drawings, Shop Drawings, data and samples specifically required elsewhere in the Specifications and Agreement Documents. Submittals are required for any product that becomes a part of or affects the permanent Work.

- B. Data on Materials and Equipment include, without limitation, Materials and Equipment lists, catalog data sheets, cuts, diagrams and similar descriptive material. Materials and Equipment lists shall give, for each item thereon, the name and location of the Supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- C. It is the duty of the Contractor to check all Drawings, data and samples prepared by or for him before submitting them for review. Drawings and schedules shall also be checked and coordinated with the Work of all trades involved. Drawings and other submittals originating from Subcontractors will be reviewed and checked similarly by the Contractor. Pursuant to this required review, Contractor shall indicate his approval, before they are submitted for review by the City, by affixing his stamp of approval, properly initialed and dated. All submittals shall be referenced to the applicable item, section or division of the Specifications.
- D. The Engineer's review of Drawings, data and samples submitted by Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The Engineer's review and exception, if any, will not constitute an approval of dimensions, quantities, and details of the Material, Equipment, device, or item shown.
- E. Contractor shall not begin any of the Work covered by a Drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him.
- F. The Construction schedule shall include respective dates for the submission of shop and work Drawings, the beginning of manufacture, testing and installation of Materials, Supplies and Equipment.
- G. Acceptable submittals will be marked "No Exceptions Taken." Submittals requiring minor corrections before the Material or Equipment is acceptable will be marked "Make Corrections Noted." The Contractor may order, fabricate or ship the items included in the submittal, provided the indicated corrections are made. Drawings must be resubmitted for review prior to installation of Equipment or use of Materials.
- H. Submittals marked "Amend and Resubmit" must be revised to reflect required changes and the initial review procedure repeated.
- I. The "Rejected - See Remarks" notation is used to indicate Materials or Equipment that are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable Materials or Equipment.
- J. Drawings on other submittals not bearing the Engineer's "No Exceptions Taken" notation shall not be issued to Subcontractors or utilized for construction purposes. No Work shall be done or equipment installed without a drawing or submittal bearing the "No

Exceptions Taken" notation. The Contractor shall maintain at the job site a complete set of Drawings and other submittals bearing the Engineer's stamp.

- K. In the event the Contractor obtains the City's approval for the use of Equipment other than that which is called for in the Agreement Documents, the Contractor shall, at his own expense and using methods approved by the City, make any changes to structures, piping and electrical work that may be necessary to accommodate this equipment.
- L. Contractor shall submit all Drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action.
- M. The review of Drawings and schedules will be general, but approval shall not be construed: (a) as permitting any departure from the Agreement requirements; (b) as relieving Contractor of responsibility for any errors, including details, dimensions, and Materials; and (c) as approving departures from details furnished by the City, except as otherwise provided herein.

GC-28.2 Shop Drawings

- A. When used in the Agreement Documents, the term "Shop Drawings" shall be considered to mean fabrication drawings, wiring and control diagrams, cuts, or entire catalogs, pamphlets, descriptive literature, and performance and test data. The Drawings shall be submitted using standard transmittal forms in accordance with detailed instructions furnished by the City. A separate transmittal sheet shall be used for reference to each item, section or division of the Specifications.
- B. The Contractor shall submit six (6) sets of each Shop Drawing for review. On electrical and instrumentation and control submittals the Contractor shall submit six (6) copies of each for review.
- C. Each Shop Drawing shall include the following:
 - 1. Number and title of the submittal;
 - 2. Date of Drawing or revision;
 - 3. Name of Project;
 - 4. Name of Contractor and or Subcontractor submitting Drawing and with its seal of approval;
 - 5. Specification title and number; and
 - 6. Clear identification of contents and location of the Work.
- D. Drawings for Work on utility facilities, streets and other facilities, which are constructed for owners other than the City, shall be coordinated so that information required by these owners is included on the Shop Drawings for their facilities.

- E. If Drawings show variations from Agreement requirements, Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in Agreement shall be implemented where appropriate. If Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the Work in accordance with Agreement, even though such Drawings have been reviewed.
- F. If the Drawings or schedules as submitted describe variations per Subparagraph GC-28.2 C.5, and show a departure from the Agreement requirements which the City finds to be in the interest of the City and to be so minor as not to involve a change in Agreement Price or time for performance, the City may return the reviewed Drawings without noting an exception.
- G. If no exceptions are taken by the City, each of the Shop Drawings will be identified by being so stamped and dated. Shop Drawings stamped "Rejected - See Remarks" and with required corrections shown, will be returned to Contractor for correction and re-submittal. On re-submittals, Contractor shall direct specific attention, in writing or on resubmitted Drawings, to revisions other than the corrections requested by the City on previous submissions. Contractor shall make any corrections required by the City. If Contractor considers any correction indicated on the drawings to constitute a change to the Agreement Drawings or Specifications, Contractor shall give Written Notice thereof to the City. At least two (2) copies of Drawings or data submittals will be returned to Contractor.
- H. When the Drawings or data submittals have been completed to the satisfaction of the City, Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the City.
- I. After final review in which there are no exceptions noted or referenced, and before final payment is made, Contractor shall furnish to the City two (2) sets of record Shop Drawings, all clearly revised and completed and brought up to date, showing the permanent construction as actually made and marked FINAL/AS-BUILTS. One (1) set of such Shop Drawings shall be either drawn in ink on tracing cloth, or reproduced on mylar from which clear prints can be made. The other set could be a complete paper print.
- J. Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of Work prior to the review, without exception, by the City of the necessary Shop Drawings.

GC-28.3 Working Drawings

- A. When used in the Agreement Documents, the term "Working Drawings" shall be considered to mean Contractor's plans, including a detailed narrative, for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for

such other work as may be required for construction but does not become an integral part of the Project.

- B. Copies of Working Drawings shall be submitted to the City where required by the Agreement Documents or requested by the City in accordance with subparagraph GC-28.2 C.2, and shall be submitted at least thirty (30) calendar days in accordance with subparagraph GC-28.1 L. (unless otherwise specified by the Engineer) in advance of their being required for Work.
- C. Working Drawings shall be signed by an engineer licensed to practice in the State of Georgia and shall convey, or be accompanied by, calculation of other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such Work, Working Drawings must have been reviewed to the satisfaction of the City, and each Working Drawing identified by the City with the Engineer's stamp of "No Exception Taken." Review of the Working Drawings by the Engineer will not relieve Contractor in any way from his responsibility with regard to the fulfillment of the terms of Agreement. All risks of error are assumed by Contractor. The City and the Engineer shall have no responsibility therefor.

GC-28.4 Record Agreement Drawings

Contractor shall keep one (1) record copy of all Agreement Documents, reference documents, and all technical submittals at the Site in good order and annotated to show all changes made during the construction process. Record Drawings shall be updated and kept current on a monthly basis by the Contractor. The record Drawings will be reviewed monthly by the City prior to approval of the Contractor's monthly pay request. At the completion of the Project and before final payment is made, Contractor shall furnish the City with one (1) set of electronic reproducible documents, reflecting all changes herein described. Changes to the reproducible Drawings shall be drafted in a neat and workmanlike manner similar to the drawings as originally provided to the Contractor. Upon request, the City will provide one (1) set of sepia of the original Agreement Drawings, at no cost to Contractor.

GC-28.5 Samples

- A. Contractor shall furnish, for the approval of the City, samples required by the Agreement Documents or requested by the City. Samples shall be delivered to the City as specified or directed. Contractor shall prepay all shipping charges on samples. Materials or Equipment for which samples are required shall not be used in Work until approved by the City.
- B. Each sample shall have a label indicating:
 - 1. Name of Project;
 - 2. Name of Contractor and Subcontractor;
 - 3. Material or Equipment Represented;

4. Place of Origin;
 5. Name of Producer and Brand (if any); and
 6. Location in Project.
- C. Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in Subparagraph 2 above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the City. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Agreement requirement. Substitutions will not be permitted unless they are considered to be to the City's best interest.
- D. Approved samples not destroyed in testing shall be sent to the City or stored at the Site of the Work. Approved samples of the hardware in good condition will be marked for identification and may be used in the Work. Materials and Equipment incorporated in the Work shall match the approved samples. Samples which failed testing or were not approved will be returned to Contractor at its expense, if so requested at time of submission.
- E. The Contractor will provide architectural samples to the City in a composite color board format for review and color coordination. These samples shall be of the precise Material and color specified and of sufficient size for comparison to other material samples.
- F. Custom colors and coatings may be required to complete the Project within acceptable architectural standards. The Contractor shall comply with the Architect's selection and provide Materials that precisely match the approved samples.

GC-28.6 Operation and Maintenance Manuals

- A. Operation and maintenance manuals are operator and shop maintenance instructions that enable an average journeyman mechanic without prior knowledge of the specific type, make, or model to maintain and repair the Equipment. The manuals shall include repair parts data that provides positive identification for an item of the complete Equipment without reference to the manufacturer or dealer facilities to identify ordering part numbers in support of procured Equipment.
- B. Preparation Instructions: An operation and maintenance manual set is required to cover each specific make, model, year and serial numbered piece of Equipment scheduled for delivery under terms of this Agreement. It is the intent of these requirements to use standard commercial manuals modified to meet the minimum Specification set forth herein. The manuals shall provide instructions, illustrations, and other associated data for operations, preventive and corrective maintenance and repair, including a complete catalog of parts used in the assembly of the end item. The manuals provided shall contain complete instructions and information as set forth below for all equipment components, assemblies, subassemblies, attachments, and accessories manufactured by the prime

Supplier or those purchased by the prime Supplier from other sources and assembled in the finished end item.

- C. Contents of Operation and Maintenance Manuals: The contents of complete set of manuals shall include, at a minimum, the following:
- (a) Table of Contents;
 - (b) Operating instructions;
 - (c) Preventive maintenance, service, and corrective maintenance or repair instructions;
 - (d) Parts list with recommended quantity; and
 - (e) Approved Shop Drawing(s).
- D. Binding and Delivery: The manual(s) shall be bound or otherwise securely enclosed in an oil and moisture resistant binder(s). Each binder cover shall indicate in bold type the manufacturer's name, contract number, model number, and serial number of the unit or equipment. Five (5) copies of the manual(s) shall be delivered with the Shop Drawings and must be approved with the Shop Drawings.

GC-29 CONTRACTOR'S TITLE TO MATERIALS

No Materials or supplies for the Work shall be purchased by Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which all interest is retained by the seller. Contractor warrants that he has good title to all Materials and supplies used by him in the Work, free from all liens, claims or encumbrances.

GC-30 INSPECTION AND TESTING OF MATERIALS

All Materials and Equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with accepted standards and the requirements of the Agreement Documents. The laboratory of inspection agency shall be provided by the Contractor and approved by the City for these tests. Additional tests performed after rejection of Materials or Equipment shall be at the Contractor's expense.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with Specifications and suitability for uses intended, but failure to inspect Materials will in no way waive the City's right to reject defective Materials or to condemn Work in which they are used. The Contractor will provide for travel expenses, factory performed testing and set up costs for the factory inspection and testing of all major architectural elements, mechanical, electrical or process equipment. A factory visit for both designers' representative and City's representative may be required. No funds for stored materials or fabrication items will be released until the factory inspection is completed and a certified pay request is submitted.

All tests performed by Contractor shall be witnessed by the City unless the requirement therefor is waived in writing. Contractor shall give the City reasonable advance notice of all such tests. The City may perform additional tests on materials tested by Contractor, and Contractor shall furnish samples for this purpose as requested.

GC-31 MATERIALS AND EQUIPMENT

Contractor shall furnish all Materials and Equipment to be incorporated into the Work. Only Materials and Equipment conforming to the requirements of the Drawings and Specifications shall be incorporated into the Work. Except as otherwise specified or approved in specific instances, all such Materials and Equipment shall be new and unused and of the highest quality available. Materials and Equipment for which no specific requirements are given in the Drawings or specifications shall be those best suited for the specified use, considering function, strength, durability and resistance to corrosion. Manufactured Materials and Equipment shall be obtained from sources which are currently manufacturing such Materials or Equipment, except as otherwise approved in specific instance.

If so ordered by the Engineer, sources of Materials shall be approved by him before delivery from those sources is commenced. Approval of a source of Materials may be withdrawn by the Engineer at any time that the Materials delivered from that source are found to be defective, and Contractor shall thereupon cease all deliveries from that source.

Manufacturer's warranties, certifications, guarantees, manuals, instruction sheets and parts lists provided with materials and equipment shall be furnished to the Engineer before final payment is made.

GC-32 STORAGE OF MATERIALS AND EQUIPMENT

Materials and Equipment to be incorporated in the Work shall be stored in such a manner as to preserve their quality and fitness for incorporation in the final project. They shall be stored in a manner acceptable to the Designer and Owner and in an accessible facility that allows inspection. If at any time the City determines that any Materials or Equipment are not being properly stored, they may issue a directive to correct the storage or reject the Material for incorporation in the Project under GC-23. No additional payment will be made for storage requirements. No payment will be made on Materials stored improperly or replaced due to improper storage.

No Equipment may be stored outside without the express written permission of the City on that specific piece of equipment stating that unit's unique I.D. numbers.

For any Equipment or units that have rotating parts or bearing assemblies and must be stored for more than sixty (60) days, the Contractor shall set up a schedule to manually rotate the units every fifteen (15) days and maintain a log certification to preserve the service life and warranties.

GC-33 REPORTS, RECORDS, AND DATA

GC-33.1 General

Contractor shall submit to the City schedules of quantities and costs, progress schedules, reports, estimates, records, certificates, and other data as the City may request concerning Work performed or to be performed under this Agreement.

GC-33.2 Payroll Reports

Contractor shall be required to furnish weekly payroll reports to the City, certifying conformance with the wage rates listed in the Specifications. The requirement applies to Contractor and its Subcontractors. These reports shall show completed payroll information, and such certificates and statements of compliance as required in the Federal Labor Standards and by the City relative to payrolls. The schedule of wage rates shall be posted on a bulletin board available to the workers.

GC-33.3 Contractor's Daily Reports

As soon as Contractor has started Work on the Project, he shall submit to the City written daily reports of the Work performed the previous day by its employees, including the employees of Subcontractors.

The reports shall be prepared by Contractor's representative and shall bear his signature. Each report shall contain the following information:

- (a) Work items and references to payment items;
- (b) Work forces and construction Equipment employed;
- (c) Materials and Equipment installed; and
- (d) Work performed by Subcontractors.

GC-34 CONTRACTOR'S SUPERVISION OF THE WORK

GC-34.1 General

Contractor shall provide competent, efficient supervision of the Work. All Work shall be performed in a skillful, workmanlike and orderly manner, and Contractor and his supervisory personnel shall enforce this requirement at all times.

GC-34.2 Contractor's Representative

Before beginning Work, Contractor shall notify the City in writing of one (1) person within his organization, satisfactory to the City, who shall have complete authority to supervise Work, to receive orders from the City, and to represent and act for Contractor in all matters arising under

Agreement. Contractor shall not remove his representative without first designating, in writing, a new representative, who meets all of the foregoing requirements.

Contractor's representative shall normally be present at or about the Site of Work while the Work is in progress. Before leaving the Site of Work for any extended period, whether or not the Work is in progress, Contractor's representative shall notify the City, in writing, of the designation of an assistant, satisfactory to the City, with full authority to act for the representative in his absence, or shall make substitute arrangements satisfactory to the City. When neither Contractor, his representative, nor the representative's authorized assistant is present on a part of Work, the superintendent, foreman, or other employee or Contractor in charge of that part of the Work shall be an authorized representative of the Contractor for the purposes set forth above.

GC-35 SUBCONTRACTORS AND SUPPLIERS

Contractor may utilize the services of specialty Subcontractors on those parts of Work that, under normal contracting practices, are performed by specialty Subcontractors, except as otherwise required by the Agreement Documents.

In addition to the designation of Subcontractors in the proposal documents, Contractor shall submit to the City a listing of the Subcontractor name, full address and telephone number, contact person, class or trade of work, list of similar past projects worked on, including reference names, telephone numbers, and other information as applicable to that contractor and the provisions of the Agreement Documents. Contractor shall make Subcontractor submittals sufficiently in advance of construction requirements to provide the Engineer and City with no less than sixty (60) days for review and appropriate action.

Neither Contractor nor any Subcontractor shall award Work to any Subcontractor without prior written approval of the City. Contractor shall be as fully responsible to the City for the acts and omissions of all Subcontractors and Suppliers, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to Work to bind Subcontractors and Suppliers to Contractor by the terms of the General Conditions and other Agreement Documents, insofar as applicable to the work of Subcontractors and Suppliers, and to give Contractor the same power as regards terminating any subcontract that the City may exercise over Contractor under any provisions of the Agreement Documents.

Nothing contained in this Agreement shall create any contractual relation between any Subcontractor, Supplier and the City. The Contractor shall not award more than seventy-five percent (75%) of the Work to Subcontractors.

GC-36 INSPECTION OF WORK

GC-36.1 General

All of Work shall be subject to inspection by the City for conformity with the Drawings and Specifications. Working Drawings, Shop Drawings, data on Materials and Equipment, and material samples will be reviewed under Clause GC-28. Inspection of the balance of Work will be in accordance with this article, unless otherwise expressly indicated. Material tests conducted pursuant to Clause GC-30 and all other specified tests will be considered part of the inspection process and shall be subject to all of the provisions of this clause.

GC-36.2 Engineer's Access to Work

The Engineer shall have access to, and may inspect Work at all times and places. He shall have access to, and may inspect, Materials and Equipment to be incorporated in Work at all times at the place of production or manufacture and at the shipping point, as well as at Site of Work.

The Engineer will designate the Materials and Equipment to be inspected at the place of production or manufacture. Contractor shall give the Engineer fourteen (14) days advance written notice of the start of manufacture or production of Materials and Equipment so designated. The Engineer's failure to so designate Materials and Equipment shall in no way limit his right to inspect them at the place of production of manufacture.

Contractor's Materials and Equipment contacts shall include a notice to the Supplier or Subcontractor of the inspection requirements of this clause.

GC-36.3 Cooperation And Safety

The Engineer will perform inspections in such manner as not to delay Work unnecessarily, and Contractor shall perform the Work in such manner as not to delay inspection unnecessarily. Contractor shall give the Engineer reasonable advance notice of operations requiring special inspection of a portion of Work at any time by reasonable advance notice to the Engineer.

If requested by the Engineer, the Contractor shall submit written certification, in a form approved by the Engineer, that he has inspected the Work prior to inspection by the Engineer, and that it complies with the Agreement Documents.

Contractor shall bear any additional inspection costs resulting from Contractor's failure to have a portion of Work ready for inspection at the time requested by Contractor for its inspection, or from reinspection of any previously rejected portion of Work where the defects requiring such rejection were due to the Contractor's fault or negligence. Such costs may be deducted, in whole or in part, from any money due or that may become due Contractor under this Agreement.

Contractor shall furnish the Engineer all reasonable facilities for his safety and convenience in inspecting the Work, at all times and at all places where inspection may take place. If the

Engineer finds that conditions are unsafe for inspection at a particular location, he may, upon notice to Contractor, refuse to inspect in that location until such conditions are corrected. Contractor shall bear any additional costs incurred to permit subsequent inspection of any portion of Work covered or completed at the location before correction of the conditions, whether or not such portion of Work is found to meet Agreement requirements.

GC-36.4 Inspection of Covered or Completed Portions of Work

If so ordered in writing by the Engineer, Contractor shall uncover, remove, tear out, or disassemble, in whole or in part, any covered or completed portion of Work to permit its inspection. If that portion of Work is found to be defective or unauthorized, Contractor shall bear all costs of uncovering, removal, tearing out, or disassembly, and the provisions of Clause GC-21 shall apply. If such portion of the Work is found to conform with the Agreement Drawings and Specifications, it shall be recovered, replaced, reassembled, or otherwise restored by Contractor to its original condition and, except as stated below, all Work required in connection with the inspection will be considered extra Work under Clause GC-41. If such portion of Work was covered or completed without the approval of the Engineer, where such approval was required by the Specifications or required in advance by the Engineer, Contractor shall bear all costs involved in the inspection, notwithstanding conformance of such portion of Work with the Agreement Drawings and Specifications.

GC-36.5 Inspection Not a Waiver or Acceptance

Neither the inspection nor lack of inspection of any portion of the Work, nor the presence or absence of the Engineer during performance of any of the Work, nor acceptance of the whole or any part of the Work by the Engineer, nor any possession taken by the City or its employees shall operate as a waiver of any provision of this Agreement or any power herein reserved to City or any rights to damages herein provided. Should an error in the estimate, or conclusive proofs of defective Work or materials used by or on the part of Contractor be discovered after the final payment has been made, the City reserves the right to claim and recover by process of law such sums as may be sufficient to correct the error or to make good the defects in the Work and Materials.

GC-36.6 Correction of Non-Compliant Work

If the Contractor is found to have Work that fails to meet the intent of the Plans and Specifications, or is in other aspects unsuitable he may be issued a notice of non-compliance on that portion of the Project Work. The Contractor shall remedy the defective or incorrect Work within twenty-four (24) hours unless a different schedule is agreed to in writing. This non-compliance status may be issued on temporary installations that fail to protect the Work or site conditions.

GC-37 CITY'S AUTHORITY

The City shall have authority to decide all questions as to interpretation and fulfillment of Agreement requirements, including, without limitation, all questions as to the prosecution, progress, quality and acceptability of Work. The City may implement and enforce its decisions by orders, instructions, notices, and other appropriate means.

Any oral decision, order, instruction, or notice of the City will be confirmed in writing. Such confirmation shall state the specific subject of the decision, order, instruction, or notice and its date, time, place, author and recipient. All communications between City and Contractor or its representative will be through the City.

Inspectors may be appointed to inspect all Materials used and all Work done. Such inspection may extend to all or any part of the Work and to the preparation or manufacture of the Materials to be used. Inspectors will not be authorized to approve or accept any portion of the completed Work or to issue instructions contrary to the Plans and Specifications. Inspector will have authority to reject defective Material and to suspend Work that is being improperly done, subject to the final decision of the City. Inspector shall, in no case, act as foreman or perform other duties for Contractor.

GC-38 PROGRESS PAYMENTS

GC-38.1 Progress Estimates

The Contractor shall submit to the Engineer for approval, in the form directed or acceptable to the Engineer, a complete schedule of values of the various portions of the Work, including quantities and unit prices, aggregating the Agreement Price (except in cases and to the extent that accepted unit prices form the basis of payment). The schedule shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction and to coordinate with the progress schedule required under the Special Conditions, and shall be supported by such data to substantiate its correctness as the Engineer may require. Each item in the schedule of values shall include its proper share of overhead and profit. An unbalanced breakdown providing for overpayment to the Contractor on items of Work which would be performed first will not be approved. The schedule of values, when approved by the Engineer, shall be used only as a basis for the Contractor's monthly request for payment and shall not be used for additions to or deductions from the Agreement Amount.

Subject to the provisions of this clause, Contractor shall prepare a written report for the Engineer's approval, on City furnished forms, of the total amount of value of Work performed under the proposal items of Agreement to the time of such estimate and in accordance with the progress report based on the approved schedule.

No progress estimate or payment shall be considered an approval or acceptance of any work performed, material, or equipment furnished. All estimates and payment will be subject to correction in subsequent estimates and the final estimate.

Progress payments will be made for all completed activities and for suitably stored materials as herein provided.

GC-38.2 Progress Payments

Upon completion of each monthly estimate of Work performed and Materials furnished, the Engineer, subject to the provisions of the Agreement Documents, shall recommend payment to the Contractor for the estimated value of such Work, Materials and Equipment, less the amount of all prior payments and all liquidated damages and other amounts to be deducted or retained under the Agreement. Contractor will be paid one hundred (100%) percent, less retainage, of the cost of Materials received and properly stored but not incorporated into the Work. Payments for Materials or Equipment stored on the Site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Engineer to establish the City's title to such Materials or Equipment or otherwise protect the City's interest, including applicable insurance. No progress estimate or payment needs to be made when, in the Engineer's judgment, the increment in the estimated value of Work performed and Materials and Equipment furnished since the preceding estimate is less than Ten Thousand Dollars (\$10,000.00). Contractor will be paid on or before the twenty-fifth day following receipt of the approved estimate.

GC-38.3 Retention from Progress Payments

The amounts retained by the City from each progress payment shall be as follows:

- A. Withholding ten percent (10%) of the estimated value of the Work performed until the progress payments including retainage total fifty percent (50%) of the Agreement Price.
- B. After progress payments, including retainage, total fifty percent (50%) of the Agreement Price, no more retainage shall be withheld, provided that the Engineer determines that the Contractor is making satisfactory progress to ensure completion of the Work within the times specified therefor, and that the Contractor is performing the Work within the requirements of the Agreement Documents.
- C. Upon receipt of written request from the Contractor, the City may reduce retainage to the Contractor for payment of retainage to Subcontractors who have completed their Work. If such retainage is released, the Contractor shall furnish the City with an affidavit certifying that all monies due the Subcontractor have been paid. If the City determines that the released retainage has not been paid to the Subcontractor, the amount released shall be reinstated.
- D. The City may reinstate ten percent (10%) withholding if the Engineer determines that the Contractor is not making satisfactory progress to ensure completion of the

work and all portion thereof within the times specified therefor, or if there is other specific cause for such withholding.

GC-38.4 Additional Payment Conditions

- A. The submission and approval of the Project Network Schedule and periodic updates thereof, as required by the Schedule requirements of the Special Conditions, shall be an integral part and basic element of the application upon which Progress Payments shall be made. The Contractor shall be entitled to Progress Payments only as determined from the currently approved and updated schedule.
- B. The Contractor shall promptly pay each Subcontractor upon receipt of payment from the City, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to their Subcontractors in similar manner.
- C. The City may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the City on account of Work done by such Subcontractor.
- D. Neither the City nor the Engineer shall have any obligation to pay or to see to the payment of any Subcontractor, except as may otherwise be required by law.
- E. No certification of Progress Payment (any progress payment), or any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not fully in accordance with the Contract Documents.
- F. Any and all funds paid to Contractor pursuant to the City-Contractor Agreement are hereby declared to constitute trust funds in the hands of Contractor, to be applied first to the payment of claims of Subcontractors, laborers, and Suppliers arising out of the Work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance, before application to any other purpose. Whenever required by the Engineer, it shall be the duty of Contractor to file with the Engineer a verified statement, in form satisfactory to the Engineer, certifying the amounts then due and owing from Contractor for labor and materials, setting forth therein the names of the person whose charges or claims for labor or materials are unpaid, and the undisputed amount due to each respectively.
- G. No payments made hereunder by City to Contractor prior to Final Payment shall be deemed conclusive as to the actual value of the Work performed by Contractor or of Contractor's performance of the Agreement.

- H. City reserves the right to issue any Progress Payment and Final Payment by check jointly to Contractor and any Subcontractor or Supplier at City's option.
- I. Should the City fail to issue any Progress Payment within sixty (60) days of approval of an acceptable monthly estimate of Work performed and Materials furnished, annual interest on the payment amount may accrue at the Prime Rate, plus one percent.
- J. The Prime Rate shall be based on that published in the Wall Street Journal on the first business day of January or June, whichever has most recently passed, of the current year. This clause shall supersede the Georgia Prompt Payment Act and any modifications or successors to it. Nothing stated herein shall invalidate any other conditions of Progress Payment approval.

GC-38.5 Payments Withheld

- A. The City may decline to approve payment and may withhold any payment, in whole or in part, to the extent necessary to reasonably protect the City from loss because of:
 - 1. Defective Work not remedied;
 - 2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
 - 3. Failure of the Contractor to make payments properly to Subcontractors, or for labor, Materials or Equipment;
 - 4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement Price;
 - 5. Damage to the City or another contractor;
 - 6. Reasonable evidence that the Work will not be completed within the Agreement Time;
 - 7. Persistent failure to carry out the Work in accordance with the Agreement Documents;
 - 8. Failure of the Contractor to fully comply with the Schedule requirements of the Special Conditions;
 - 9. Failure to comply with insurance and safety requirements; or
 - 10. Failure to keep current "As-Built" Records.
- B. When the grounds in Paragraph GC-38.5 A., above are removed, payment shall be made for amounts withheld because of them.

GC-39 SUBSTANTIAL COMPLETION ("Substantial Completion")

GC-39.1 Certificate of Substantial Completion

When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the City, is Substantially Complete as defined in Paragraph GC-3, the Contractor shall prepare for the Engineer a list of items to be completed or corrected. The failure to include any items on

such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement Documents. When the Engineer, on the basis of an inspection, determines that the Work or designated portion thereof is Substantially Complete, they will then prepare a Certificate of Substantial Completion of the Work which shall establish the Date of Substantial Completion of the Work, shall state the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance and shall fix the time within which the Contractor shall complete the items listed therein. The Certificate of Substantial Completion of the Work shall be submitted to the City and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

GC-39.2 Retainage Adjustment

Upon Substantial Completion of the Work or designated portion thereof, and upon application by the Contractor and approval by the Engineer, the City shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Agreement Documents and in accordance with the City-Contractor Agreement.

GC-39.3 Warranty Commencement

Warranties required by the Agreement Documents shall commence on the Date of Final Completion of the Project or designated portion thereof unless otherwise provided in the certificate of Substantial Completion of the Work or designated portion thereof.

GC-39.4 Waiver of Claims

The acceptance of Substantial Completion payment shall 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 the application for payment for the Substantial Completion payment, and except for the retainage sums due at final acceptance.

GC-40 FINAL PAYMENT ("Final Payment")

GC-40.1 Certificate for Final Payment

Following the Engineer's issuance of the certificate of Substantial Completion of the Work or designated portion thereof, and the Contractor's Completion of the Work, the Contractor shall forward to the Engineer a Written Notice that the Work is ready for final inspection and acceptance, and shall also forward to the Engineer a final Application for Payment. Upon receipt, the Engineer will make the necessary evaluations. When the Engineer finds the Work acceptable under the Agreement Documents and the Agreement fully performed, the Engineer will issue a certificate for Payment that will approve the Final Payment due the Contractor.

GC-40.2 Final Payment Conditions

Neither the Final Payment nor the remaining retainage shall become due until the Contractor submits to the Engineer:

1. An affidavit that all payrolls, bills for Materials and Equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied;
2. Consent of surety, if any, to Final Payment;
3. Clear title for all vehicles and/or trailers, if any, to remain as City property;
4. Complete set of as-built record Drawings;
5. Documentation for all state sales taxes paid by Contractor including completed State Department of Revenue Refund forms and all necessary back up documentation required by the Department of Revenue;
6. If required by the Engineer or City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the Engineer or City. If any Subcontractor refuses to furnish a release or waiver required by the Engineer or City, the Contractor may furnish a bond satisfactory to the City to indemnify the City against any such loss. If any lien or indebtedness remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, or other indebtedness including all costs and reasonable attorneys' fees; and
7. As a condition of Final Payment on the Project, the Contractor shall, prior to final payment, complete and submit to the City, all of the invoice documentation and the State of Georgia Revenue Department forms required to obtain the sales tax refund on all applicable equipment expenditures. This submittal shall include the certified forms and auditable back-up necessary to substantiate the expenditures for State refund.

GC-40.3 Waiver of Claims by City

The making of Final Payment shall, after the Date of Substantial Completion of the Project, constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens and third party claims against the City or the Engineer;
2. Faulty or defective Work appearing after Substantial Completion of the Work;
3. Failure of the Work to comply with the requirements of the Agreement Documents;

4. Terms of any special warranties required by the Agreement Documents; or
5. Damages incurred by the City resulting from lawsuits brought against the City, the Engineer, or their agents, employees, or representatives because of actions or omissions on the part of the Contractor, his Subcontractors, Suppliers, or any of their employees, agents, or representatives.

GC-40.4 Waiver of Claims by Contractor

The acceptance of Final Payment shall, after the Date of Substantial Completion of the Project, 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 the Final Application for Payment.

GC-41 CHANGES AND EXTRA WORK

GC-41.1 Authority For Changes

The Engineer may make changes in the Drawings or Specifications and in the quantities of Work to be done under the Agreement.

GC-41.2 Change Orders

Without invalidating the Agreement, the Engineer may at any time, or from time to time, by written order, order additions, deletions, or revisions in the Work. These will be authorized by Change Orders. Upon receipt of the Change Order, Contractor shall promptly proceed with the Work involved. If any price or scope of the Work or an extension or shortening of the Agreement Time is involved, an equitable adjustment will be made within the Change Order. In the event the Agreement Price is increased by Change Order, the penal amount of the Payment and Performance Bonds shall be increased as provided for in Appendix B. All changes in the Work authorized by Change Order shall be performed under the applicable Conditions of the Agreement Documents.

GC-41.3 Written Notice

The Engineer may, at the request of Contractor, issue interpretations, clarifications and other instructions as to the intent of the Agreement Documents, in the form of Written Notices. The Engineer may also, at any time, make changes in the details of the Work by issuance of a Written Notice. Upon receipt of such a Written Notice containing interpretations clarifications and other instructions, Contractor shall proceed with the Work and comply with the Written Notice unless Contractor believes that such Written Notice entitles him to a Change in Agreement Price or Time or both.

Should Contractor believe that such Written Notice entitles him to change in Agreement Price or Time, or both, he shall give the Engineer notice in writing thereof within seven (7) days after receipt of the Written Notice. Thereafter within thirty (30) days, Contractor shall document the

basis for the change in Agreement Price or Time. The Engineer shall render a timely, written decision on the Contractor's request for a change in Agreement Price or Time. Should the Engineer determine that the Contractor is not entitled to a change in Agreement Time or Price, the Contractor shall proceed as directed upon receipt of the Engineer's decision. Failure to proceed shall constitute a breach of Agreement and shall be a cause for the termination of the Agreement. Request for a Change Order arising out of a Written Notice will not be considered without the attachment thereto of a copy of the referenced Written Notice. No claim by Contractor will be allowed if asserted after Final Payment under this Agreement.

GC-41.4 Extra Work

Extra Work consists of new and unforeseen Work determined by the Engineer not to be covered by any of the various items for which there is a proposal price or by combination of such items.

GC-41.5 Variation In Quantities

Wherever the estimated quantities of work to be done and materials to be furnished under this Agreement are shown in any of the documents including the Bid, they are given for use in comparing proposals and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by City to complete the Work contemplated by this Agreement, and such increase or diminution shall in no way vitiate this Agreement, nor shall any such increase or diminution give cause for claims or liability for damages.

GC-42 CHANGE ORDERS

GC-42.1 General

The Agreement Price may only be changed by a Change Order. Each change will be set forth in a Change Order prepared by the Engineer and approved by City. Change Order will specify (a) all additional work to be done and work to be omitted, if any, in connection with the change; (b) the basis of compensation to the Contractor for additional or omitted work; and (c) any adjustment of the time of completion of the Work. If the Engineer determines that a change requiring additional Work will cause delay in completion of Work, the Engineer will grant an equitable time extension for the changed Work, or a subsequent Change Order may be issued at such time as the extent of such delay can be determined.

Upon receipt of a Change Order, Contractor shall comply therewith and perform each item of Work set forth therein, furnishing all labor, Material, and Equipment necessary therefor, in the same manner as if such Work were originally included in the Agreement. In the absence of a Change Order, Contractor shall not be entitled to payment or an extension of the time of completion on account of any changes made.

GC-42.2 Methods Of Payment

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Agreement Price shall be determined by the following method which is most advantageous to City, as determined by the Engineer:

- A. Where the Work involved is covered by unit prices contained in Agreement Documents, by application of unit prices to the quantities of the items involved;
- B. By mutual acceptance of a lump sum, based on a detailed breakdown of anticipated costs plus Contractor's fee for overhead, small tools, and profit. The Contractor and all Subcontractors shall be entitled to the same fees as specified in Section GC-42.2 C. and GC-42.3 E; or
- C. On the basis of the actual cost of the Work plus a Contractor's fee for overhead, small tools and profit. This method of payment is herein referred to as Force Account Work, and is further described in GC-42.3. Contractor's fee for Force Account Work performed by his own forces shall be twenty percent (20%) for direct labor and payroll burdens; five percent (5%) for all purchased material; and Contractor's fee for subcontracted work shall be as defined in Section GC-42.3 E.

GC-42.3 Force Account Work

When authorized by a Change Order, Contractor may perform Work on a Force Account basis and will be paid actual costs and a fee for properly allocated charges which may include labor, bond premium, supplies and Materials, Equipment and subcontract billings, incurred in the performance of such Force Account Work as more particularly described below:

- A. Labor: For all labor and for foremen in direct charge of the specific operations, Contractor shall receive the actual rate of wage in effect at the time the Force Account Work is performed for each and every hour that said laborer and foreman are actually engaged in such Work. Said agreed rate shall be no higher than that regularly paid the employee. A foreman shall not be used where there are fewer than two (2) laborers employed, except with the written consent of the Engineer. Contractor shall receive the actual costs paid to or in behalf of workmen, by reason of fringe benefits, including but not limited to, social security contribution, unemployment, excise and payroll taxes, workmens' compensation, health and retirement benefits, sick leave, vacation and holiday pay. Expenses of working after hours, on holidays or on Saturdays and Sundays, shall be included to the extent authorized by the Engineer. Subsistence and travel allowance where required by collective bargaining agreements shall be included.

The charges for labor shall include all classifications through foremen when engaged in the actual and direct performance of the Work. They shall not include charges for such overhead personnel as assistant superintendents, superintendents, office personnel, timekeepers, and maintenance mechanics.

B. Bonds and Insurance: For bonds and insurance premiums or increases thereto necessitated by the Force Account Work, Contractor shall receive the actual cost to which no percent shall be added. Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond and insurance.

C. Materials: For materials accepted by the Engineer and used as an integral part of the finished Work, Contractor shall receive the actual cost of such Materials delivered on the Work, including transportation charges paid by him, exclusive of machinery rentals as hereinafter set forth.

If Materials are procured by Contractor by a method that is not a direct purchase from and a direct billing by the actual Supplier, the cost of such Material shall be deemed to be the lowest current wholesale price at which such Materials available in the quantities concerned and delivered to the site of the Work.

For other Materials used in the construction that are not an integral part of the finished Work, such as, but not limited to, sheeting, false Work and form lumber, Contractor shall be reimbursed in the amount agreed upon by the Engineer before such Work is begun. The salvage value of such material will be taken into consideration in determining the amount of reimbursement.

D. Equipment: Contractor will be paid for the use of Contractor owned or rented Equipment at seventy percent (70%) of the suggested monthly rental rates listed for such Equipment in the Rental Rates for Construction Equipment Blue Book (published by Data Quest), except as modified below, which edition shall be the latest edition in effect at the time of commencement of the Force Account Work. Hourly rental rates shall be calculated by dividing the listed monthly rates as modified above by 176 hours. The rental rate for Equipment used in excess of eight (8) hours per day, shall be at the rate of fifty percent (50%) of the hourly rates as calculated above. The rental rates for standby Equipment, when authorized by the Engineer, shall be at the rate of fifty percent (50%) of the hourly rate for Equipment in use eight (8) hours per day. No payment of rentals for standby Equipment will be made for more than eight (8) hours per working day and no payment will be made for weekend days or holidays. If it is deemed necessary by Contractor to use equipment not listed in the applicable edition of the Blue Book Rental Rates, Contractor shall furnish the necessary cost data and paid invoices to the Engineer for his use in establishment of such rental rate(s). Equipment must be in good operating condition. The rental rates paid as above provided shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Equipment operators will be paid for as stipulated in subparagraph (A) of Clause GC-42.3.

The rental time to be paid for Equipment on the Work site shall be the time the Equipment is required for the Force Account Work being performed. The time

shall include the time required to move the Equipment to location of the Force Account Work and return it to the original location or to another location, requiring no more time than that required to return it to its original location. Moving time will not be paid for if the Equipment is used at the site of the Force Account Work on other than such Force Account Work. Loading and transporting costs will be allowed, in lieu of moving time, when the Equipment is moved by means other than its own power. No payment for loading and transporting will be made if the Equipment is used at the site of the Force Account Work on other than such Force Account Work. Compensation will not be allowed while Equipment is inoperative due to breakdown.

For the use of Equipment moved in on the Work and used exclusively for Work paid for on a Force Account basis, providing the Engineer has agreed to said move, Contractor will be paid the Equipment use rates provided for in this clause, for the cost of transporting the Equipment to the location of the Work and its return to its original location, and for the cost of loading and unloading the Equipment, all in accordance with the following provisions:

1. The cost of transporting Equipment shall not exceed the applicable minimum established rates by the State of Georgia Public Service Commission.
2. The Equipment use period shall begin at the time the Equipment is unloaded at the site of the Force Account Work, shall include each day that the Equipment is at the site of the Force Account Work, excluding Saturdays and Sundays and other legal holidays unless the Force Account Work is performed on such days, and shall terminate at the end of the day on which the Engineer instructs Contractor to discontinue the use of such Equipment. The maximum time to be paid per day will not exceed eight (8) hours unless the Equipment is in operation for a longer time.

- E. Subcontract Work: Where the Change Order applies to Work being performed under a subcontract, reimbursement, including fee for small tools, overhead and profit for the Subcontractor's Work performed on a Force Account basis shall be computed in precisely the same manner as if performed by Contractor as indicated in GC-42.2 C. One additional allowance of five percent (5%) of the Subcontractor's total costs will be granted to Contractor for overhead and profit regardless of the tier of the Subcontractor.

If the Subcontractor elects to contract out Change Order Work to a third (or lower) level contractor or Supplier of purchased Equipment, he shall not be entitled to fees, overhead or profit for such third (or lower) level work or Materials.

The City reserves the right to direct the Contractor to contract directly with third (or lower) level subcontracts and Suppliers of purchased Equipment in order to avoid paying multiple fees, overhead and profit for such third (and lower level) Subcontractors and Suppliers of purchased Equipment.

If similar work is not being performed at the Work site, and if required by City, Contractor shall obtain three (3) competitive proposals for the requirements of the Change Order and the Agreement Documents from Subcontractors acceptable to the Engineer. Selection of the Subcontractor shall be subject to the approval of the Engineer and the City.

- F. Compensation: The compensation as set forth above shall be received by Contractor as payment in full for Work done on a Force Account basis. At the end of each day, Contractor's Representative and Inspector shall compare records of the Work performed including classification of all laborers, ordered on a Force Account basis.
- G. Statements: No payment will be made for Work performed on a Force Account basis until Contractor furnishes the Engineer itemized statements of the cost of such Force Account Work detailed as to the following:
1. Labor - name, classification, date, daily hours, total hours, rate, and extension of each laborer and foreman;
 2. Equipment - size, type, identification number, dates, daily hours, total hours, rental rate, and extension of each unit of machinery and Equipment;
 3. Materials - quantities of supplies and Materials, prices, including transportation cost and extensions;
 4. Bonds and insurance premiums;
 5. Subcontract Work - Force Account detail as above, or progress quantities and prices of unit price or lump sum subcontracts; and
 6. Payment for items under paragraphs (A) to (F) inclusive, shall be conditioned upon Contractor's presentation of original receipted invoices for Materials used and transportation charges. If, however, the materials used in the Force Account Work are not specially purchased for such Work but are taken from Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of Contractor which shall certify that such Materials were taken from his stock, that the

price and transportation of the Material as claimed represent actual cost.

- H. If, in the City's opinion, Contractor or any of his Subcontractors, in performing Force Account Work, are not making efficient use of labor, Material, or Equipment and/or are proceeding in a manner which is expensive to City, the Engineer may request the Contractor to make more efficient use of labor, Material and Equipment. Contractor shall in good faith comply with such requests as are reasonable. If the Contractor fails to comply with such requests, the Engineer may independently determine the reasonable cost of the Work and the Contractor will be entitled only to the reasonable cost so estimated by the Engineer.

GC-42.4 Lump Sum Change Order Work

Contractor shall prepare an estimate of all extra and deleted Work as described by Written Notice, using established unit prices where they are stated in the Bidding Document. Estimates for Labor, Bonds and Insurance, Materials, and Equipment required shall otherwise be based on the provisions set forth in GC-42.3 A, B, C, and D, above.

GC-42.5 Change Orders Limited

Except as provided in GC-41 and GC-42, no order, statement or conduct of the Engineer shall be treated as a "Change Order" or entitle the Contractor to any adjustment hereunder of the Agreement Price or Agreement Time.

GC-42.6 No Work Stoppage

Nothing in this Article shall excuse the Contractor from proceeding with the Agreement as changed.

GC-42.7 Agreement Amendment

The amount payable to the Contractor under the Agreement, the Agreement Time, and the date required for performance of any part of the Work may be changed only by a Change Order to the Agreement.

GC-43 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Engineer in accordance with Clause GC-46 at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligations under Clause GC-42, Change Orders.

GC-44 CHANGED CONDITIONS

Contractor shall notify the Engineer in writing of the following conditions, hereinafter called "changed conditions," promptly upon their discovery and before they are disturbed, in any event no later than five (5) calendar days:

- A. Subsurface or latent physical conditions at the site of Work differing materially from those indicated in this Agreement; or
- B. Unknown physical conditions at the site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Agreement.

The Engineer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Agreement, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Agreement modified in writing in accordance with the provisions of Clause GC-41. If the Engineer determines that conditions of which he has been notified by Contractor do not justify an adjustment in compensation, he will so advise Contractor in writing. Should Contractor disagree with such determination, he may submit a notice of potential claim to the Engineer as provided in Clause GC-46.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required above; provided, however, the time prescribed therefor may be extended by the Engineer.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

GC-45 INVESTIGATION OF SUBSURFACE SITE CONDITIONS

Investigations of the subsurface conditions at the Project site were prepared in anticipation of this Project. These include logs of test holes, results of field and laboratory tests and similar materials. Data obtained in such investigations is available at the Designer's office for review during the bid preparation period. These reports are offered without guarantee or representation of such. The data obtained from these borings and investigations represent the character of the information gathered only on the day on which the borings were made and at the exact location at which they were made. They shall not, in and of themselves, be considered representations within the meaning of the clause GC-46. Similar conditions may or may not exist on or throughout the Project site, or any part of it. Other conditions may or may not be encountered, no guarantees are made or implied.

Opinions, conclusions, interpretations or deductions concerning subsurface conditions which may be expressed or implied in any of the Materials and data which are made available to the Contractor, or any matters contained therein of which the Contractor has, or reasonably should have, independent knowledge of, shall not be considered representations of subsurface conditions within the meaning of Clause GC-46. Under no circumstances will an Agreement adjustment in cost and/or time be made solely on the comparisons made or drawn from this data. The logs and data on test holes are not guaranteed to be indicative of any soil type, rock strata or water table levels in part or in whole. The Contractor is advised to exercise all care in performing their own investigation to develop information or confirm the available data.

GC-46 NOTICE OF CLAIM

GC-46.1 Time Limit

No claim by the Contractor against the City for additional compensation or other injury or damage shall be valid unless a notice of claim is filed with the Engineer and the City within ten (10) days after occurrence of the event upon which the claim is based, and, in addition, unless a detailed written statement of claim, as required by GC-46, accompanied by vouchers and other supporting data, shall have been filed with the City and the Engineer by the Contractor within thirty (30) days after the occurrence of said event.

GC-46.2 Identification

Any notice of claim must clearly identify the event that is relied upon, contain a clear statement of why it constitutes a basis for additional compensation and must contain a clear statement that the document constitutes a "Notice of Claim."

GC-47 STATEMENT OF CLAIM

The statement of claim shall include a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provision or provisions in the Agreement Documents on which the claim is based and the amount of the claim. All costs, expenses and damages claimed shall be included in detail with complete supporting documentation and shall be accompanied by a sworn statement indicating that: (a) the individual executing said statement is personally familiar with the matters stated in the claim; (b) that the matters stated therein are based upon the terms of the Agreement Documents; (c) that the costs, expenses and damages claimed therein flow directly from the matters stated therein; and (d) that the costs, expenses and damages listed therein have not been otherwise included in the cost of the Work and are true, accurate and correct.

GC-48 DECISION OF CLAIMS

GC-48.1 Claim Review

Upon receiving a statement of claim, complying with the requirements of GC-46 and GC-47 and with the advice and assistance of the Engineer as appropriate, the City shall review the statement of claim submitted by the Contractor. In conducting this review, the Engineer shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City and/or the Engineer may require, and the failure to submit such additional documents, data or other information within fifteen (15) days following written request shall be deemed a waiver of the claim. Upon completion of such review, to take place within thirty (30) days of receipt of the additional documents, data or other information as may have been required by the City and/or the Engineer, the City in consultation with the Engineer shall issue a written determination, and if it deems appropriate accept such parts of the claim as they find in good faith to be proper and, if the Contractor agrees, a Change Order shall be issued to amend the Agreement Price, the time for completion or either of them as may be found proper. If the Contractor disputes the determination made by the City, the Contractor as a condition precedent to any further action to resolve such dispute must notify the City and the Engineer in writing within five (5) days following receipt of the decision of the factual basis of such dispute and permit the City fifteen (15) additional days to reconsider and, if it deems it appropriate, issue a modified decision.

GC-48.2 No Waiver

Nothing contained in this section shall operate to limit or extinguish any right or defense of the City contained elsewhere in the Agreement Documents or available at law or in equity or constitute a waiver by the City of any right or defense otherwise available.

GC-48.3 Absolute Conditions Precedent

The failure of the Contractor to file any claim within the time limits prescribed herein or in the form or manner precisely as required hereby shall be deemed a material prejudice to the interests of the City and shall constitute an absolute waiver of the claim and the right to file or thereafter prosecute the same.

GC-49 MEASUREMENT AND PAYMENT

GC-49.1 Measurement

All items of Work to be paid for at Agreement Prices per unit of measurement will be measured or certified by the Engineer.

GC-49.2 Payment at Agreement Prices

The Agreement prices for items of Work shall include full compensation for all costs of items, including the costs for any Work, Materials and Equipment incidental to the items but not specifically shown or described in Agreement Drawings and Specifications, subject only to such express limitations as may be stated in the Specifications defining the items or prescribing payment thereof.

GC-50 HISTORICAL, SCIENTIFIC, AND ARCHEOLOGICAL DISCOVERIES

All articles of historical or scientific value, including, but not limited to, coins, fossils, articles of antiquity, which may be uncovered by Contractor during process of Work, shall become the property of City. Such findings shall be reported immediately to the Engineer who will determine the further operations of Contractor, the method of removal, where necessary, and the final disposition thereof.

GC-51 SEPARATE AGREEMENTS

GC-51.1 Separate Contractors

The City reserves the right to award other Agreements in connection with this Project. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his Work with theirs. If the proper execution of results of any part of Contractor's Work depends upon the work of another contractor, Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

GC-51.2 Cooperation

The City may perform additional work related to the Project by itself, or it may let other contract containing provisions similar to these. Contractor shall afford the other contractors who are parties to such contracts, the City, if it is performing the additional work itself, reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

GC-51.3 Review of Separate Contractor's Work

If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the City's or separate contractor's work as fit and proper to receive the work, except as to defects which may subsequently become apparent in such work by others.

GC-51.4 Notice to Contractor

If the performance of additional work by other contractors of the City is not noted in the Agreement Documents prior to the execution of the Agreement, Written Notice thereof shall be given to Contractor prior to starting any such additional work.

GC-51.5 Damage to Separate Contractor

Should the Contractor wrongfully delay or cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates a proceeding against the City or the Engineer on account of any delay or damage alleged to have been caused by the Contractor, the City shall notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the City or the Engineer arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court costs which the City has incurred.

GC-51.6 City's Right to Clean Up

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up or for accomplishing coordination, the City may clean up and carry out such work and charge the cost thereof to the contractors responsible therefor as the Engineer shall determine to be just.

GC-52 OFFICIAL NOT TO BENEFIT

No officer or employee of the City shall be permitted to participate in the performance of this Agreement or receive any benefit or compensation arising out of the performance of such Agreement, and any Agreement entered into by the City in which any officer or employee of the City shall be personally interested shall be void, and no payment shall be made thereon by the City or any officer thereof; but this provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit.

GC-53 BRIBES

A bribe or attempt to bribe any representative or officer of City by Contractor shall be considered as a breach of the Agreement in bad faith, and shall thus empower City to complete Work and deduct the entire cost thereof from any monies due or to become due Contractor under the Agreement.

GC-54 PRECONSTRUCTION CONFERENCE

Within twenty (20) days after delivery of the executed agreement by City to Contractor, but before issuance of Notice to Proceed, a conference may be held to review progress schedules, to review the insurance and safety program, to establish procedures for handling Shop Drawings and other submittals and for processing progress payments, and to establish a Working understanding between the parties as to the Project.

The Contractor shall submit to the City for approval, prior to the preconstruction conference, a preliminary schedule of Shop Drawing submittals, and certification of insurance as required by Appendix B.

GC-55 TIME OF COMPLETION AND LIQUIDATED DAMAGES

GC-55.1 Liquidated Damages (No Applicable for this Solicitation)

It is understood and agreed that the City will sustain substantial monetary and other injury and damages, including, but not limited to, increased costs, expenses and liabilities in the event of failure by the Contractor to perform its Work in accordance with the Completion and any Interim Milestone Date(s) set forth in Project Network Schedule prepared in accordance with the Special Conditions. Accordingly, should the Contractor not complete the Work, or any such portion thereof, within the date(s) required by the Project Network Schedule initially approved by the Engineer, as they may be adjusted pursuant to the Agreement Documents, then charges shall be assessed against any money due or that may become due the Contractor in accordance with the following schedule:

For Each delay in Substantial Completion of the entire Work: \$ 500/ day

For Each day of delay in Final Completion of the entire Work: \$ 500/ day

The amount of such charges is hereby agreed upon as fixed liquidated damages due the City after the expiration of the Agreement Date(s) for completion specified in the Project Network Schedule for the Work or portions thereof. The Contractor and its surety shall be liable for any liquidated damages in excess of the amount due the Contractor on the Final Payment.

GC-55.2 No Penalty

The fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the City and the Contractor due to the uncertainty and impossibility of making a determination as to the actual direct, incidental and consequential damages which are incurred by the City as a result of the failure on the part of the Contractor to complete the Work within the Agreement Completion Date(s) specified above. Liquidated damages shall start in accordance with the above schedule upon notification to the Contractor in writing that all apparent Agreement Time allowed to achieve the relevant Completion Date has been consumed. Liquidated Damages as they accrue will be deducted from periodic partial payments to the extent

they are sufficient to cover the liquidated damages owing; provided that any excess liquidated damages owing over the periodic partial payment amount may be deducted from retainage. Such deduction shall be in addition to the retainage provided for in the Agreement. The remaining amount of liquidated damages owing upon completion will be deducted from any amounts owing as Final Payment to the Contractor or his surety. Any excess amount owing as liquidated damages shall be paid upon demand.

GC-56 RIGHT TO AUDIT

The Contractor shall keep and maintain accurate books and records, and supporting data, documentation, correspondence, reports, instructions, Drawings, receipts, vouchers, and memoranda regarding performance of Work hereunder and including specifically, but without limitation, such information as estimates (pre and post bid), costs incurred, labor and Materials consumed, schedules and progress records and quality control. Such books and records shall be available for inspection, audit, and copying by the City or its authorized representative during the Work and for a period of three (3) years after Final Payment.

GC-57 MEDIATION OF DISPUTES

In the event of any controversy, claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof or otherwise in connection with the Project to which this Agreement pertains, which has not been otherwise resolved or waived pursuant to other conditions of the Agreement Documents (hereinafter referred to as the "dispute"), the parties shall, as an express condition precedent to commencing legal action against the other relating to or arising out of the dispute, endeavor to resolve the dispute utilizing the Disputes Review Board. The Disputes Review Board may recommend, if both parties agree, non-binding mediation conducted under Commercial Mediation Rules of the American Arbitration Association, or under such other rules as the parties may promptly agree to employ. Such mediation shall be held at the regional office of the American Arbitration Association located in Atlanta, Georgia, or at any other convenient location agreeable to the parties and the mediator.

GC-58 AGREEMENT ADMINISTRATION DOCUMENTS

A substantial number of documents will be required for the administration of the Agreement. Some of these documents are identified in this document and elsewhere in the Agreement Documents (such as Change Order forms) and others may not be. The Engineer shall have full power and authority to designate and prepare the documents to be used and the Contractor and all Subcontractors and Material Suppliers shall utilize the documents so prepared and provided to them by the Engineer and shall follow the instructions of the Engineer with respect thereto in all regards save and excepting only those documents, if any, which the Contractor reasonably determines contain terms or requirements contrary to or in addition to and not reasonably inferable from the terms of the Agreement Documents. If the Contractor believes that any form or other document provided by the Engineer under the authority of this Section is subject to rejection by the Contractor under the terms hereof, it shall notify the Engineer thereof within ten (10) days following his first receipt of the particular document or form giving specific reasons

why the document or form is entitled to rejection. Thereafter, the form or document will be withdrawn, amended, or utilized as the Engineer finds in good faith to be appropriate after reviewing the notice provided by the Contractor. All Agreement Administration Documents may be revised at any time by the Engineer.

GC-59 MISCELLANEOUS PROVISIONS

GC-59.1 Governing Law

The Agreement shall be governed by the law of the State of Georgia.

GC-59.2 Contingent Assignment

Effective as of any termination of the Agreement, Contractor hereby assigns to City all of the Contractor's interest in those subcontracts and purchase orders entered into by Contractor prior to termination which the City specifically requests by Written Notice. All Subcontractors and Purchase Orders shall provide that they are freely assignable by Contractor to the City and its assigns. City shall be at liberty to negotiate with and engage (for itself) any Subcontractors, Suppliers, or others that Contractor dealt with prior to termination.

GC-59.3 Rights and Remedies

- A. The duties and obligations imposed by the Agreement Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
- B. No action or failure to act or to require in any one or more instances upon the strict performance of any one or more of the provisions of the Agreement Documents, or to exercise any right herein contained or provided by law by the City or the Engineer, shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, nor shall it be construed as a waiver of the right to subsequently demand strict performance or exercise such rights, and the rights shall continue unchanged and remain in full force and effect, except as may be specifically agreed in writing.
- C. The Contractor agrees that it can be adequately compensated by money damages for any breach of this Agreement which may be committed by the City and hereby agrees that no default, act, or omission of the City, or the Engineer, shall constitute a material breach of the Agreement entitling the Contractor to cancel or rescind the provisions of this Agreement or (unless the City shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which it may otherwise be or become entitled, save only his right to money damages.

GC-59.4 Unenforceability of any Clause

If any clause of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of the Agreement shall be enforceable without such clause.

GC-59.5 Obligation to Perform

Contractor shall carry on the Work and adhere to the Progress Schedule during and notwithstanding all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and City may otherwise agree in writing.

GC-59.6 Labor Relations

Work on the Project may be performed by both union and nonunion separate contractors, Subcontractors, Suppliers, and other entities and persons. In the event of any strike, picket, sympathy strike, work stoppage, or other form of labor dispute at the Project whether directed at the Contractor, other separate contractors, Subcontractors, Suppliers or other persons, Contractor shall continue to perform its Work required hereby without interruption or delay. In the event the Contractor fails to continue its Work without interruption or delay, because of any or such events, the City, in addition to all other rights it has in the Agreement Documents and at law, may terminate the Agreement after giving Contractor forty-eight (48) hours written notice of its intent to do so for reason of Contractor's failure to perform. Additionally, if Contractor is party to one or more labor agreement, Contractor shall take all reasonable action to avoid any Work stoppage, and in the event of a work stoppage, Contractor shall within twenty-four (24) hours take all legal action permitted by such labor agreements or by law in order to expedite resumption of Work on this Project.

GC-59.7 Covenant Not to Sue

Should the City elect to terminate the employment of the Contractor for default as provided herein, then the Contractor covenants that it will not file any suit or proceeding of any kind against the City by reason thereof, until the City shall have either abandoned the Project or completed the Contractor's Work as required under the Agreement. If the Contractor should breach this "Covenant Not To Sue," then Contractor shall be liable to the City for all costs resulting to the City therefrom, including, without limitation, all attorneys' fees expended by the City in defending said suit or proceeding, unless a positive determination is made therein that the Contractor's termination by the City was motivated by fraud and bad faith and was without justification of any kind.

GC-60 STATEMENT OF NON-DISCRIMINATION

During the performance of this Agreement, Contractor agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1414 of the Code of Ordinances, City of Atlanta, and to warrant the following:

- a) The Contractor shall not discriminate against any employee, or applicant for employment, because of race, creed, religion, color, sex or national origin, marital status, physical handicap or sexual orientation. As used herein, the words "shall not discriminate" shall mean and include without limitation the following: Recruited, whether by advertising or other means; compensate, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Compliance Officer setting forth the provisions of the non-discrimination clause.

- b) Contractor shall in all solicitation or advertisement for employees, placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for the employment without regard to race, creed, religion, color, sex, national origin, marital status, physical handicap or sexual orientation.
- c) Contractor shall send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor commitments under the Equal Employment Opportunity Program for the City of Atlanta and under this Ordinance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Contractor shall register all workers in the skilled trades who are below the journeyman level with the Bureau of Apprenticeship and Training.
- d) Contractor shall furnish all information and reports required by the Contract Compliance Officer pursuant to this Ordinance and shall permit access to the books, records, and accounts during the normal business hours of Contractor by the contracting agency and the Contract Compliance Officer for the purpose of investigation so as to ascertain compliance with the program.
- e) Contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will enter into such litigation as is necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City. In the case of contracts receiving federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

- f) Contractor and his subcontractors, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Contract Compliance Officer of the City of Atlanta. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and his Subcontractors.
- g) Contractor shall include the provisions of paragraphs (a) through (h) of this Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each Subcontractor or vendor.
- h) A finding, as hereinafter provided, that a refusal by Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
 - (1) Withholding from Contractor in violation all future payments under the involved public contract until it is determined that Contractor or Subcontractor is in compliance with the provisions of the Agreement;
 - (2) Refusal of all future bids for any public contract with the City of Atlanta or any of its departments or division until such time as the Contractor or Subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in this article;
 - (3) Cancellation of the public Agreement;
 - (4) In a case in which there is substantial or material violation, or the threat of substantial or material violation, of the compliance procedure therein set forth or as may be provided for by the contract, appropriate proceeding may be brought to enforce those provisions, including the enjoining, within applicable laws, of contractors, Subcontractors, or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

GC-61 EQUAL BUSINESS OPPORTUNITY (EBO)

During the performance of this Agreement, Contractor agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1441 through 2-1460 of the Code of Ordinances of the City of Atlanta, the Equal Business Opportunity ("EBO") Program and to warrant the following:

The Consultant agrees to make good faith efforts to meet the goals for this Agreement by making available opportunities for Minority Business Enterprises ("MBE"), African American Business Enterprises ("AABE"), Hispanic Business Enterprises ("HBE"), Asian Business Enterprises ("ABE"), Native American Business Enterprises ("NABE"), and Female Business Enterprises ("FBE"), for utilization in the Work set forth within this Agreement, and shall take the following actions as part of its good faith efforts:

1. Notification to MBEs and FBEs that the Contractor has subcontracting opportunities available and maintenance of records of the MBEs' and FBEs' responses.
2. Maintenance by the Contractor of a file of the names and addresses of each MBE and FBE contacted and action taken with respect to each such Agreement.
3. Dissemination of the Contractor's EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with all Subcontractors and Suppliers.
4. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE Contractor organizations, MBE and FBE assistance organizations.
5. Sub-division of the Agreement into economically feasible segments as practical to allow the greatest opportunity for participation by MBEs and FBEs.
6. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE Subcontractors as possible.
7. Adoption of the Equal Business Opportunity Plan submitted in its response to the Invitation for Bids or Requests for Proposals obligations under this Agreement, as approved by the Office of Contract Compliance.
8. Submission of monthly reports on the forms and to the extent required by the Director of the Office of Contract Compliance, to be due on the last day of each month following the award of the Work set forth in this Agreement.

9. The Contractor further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:

- a) Withholding of ten per cent (10%) of all future payments under the involved eligible project until it is determined that the Contractor is in compliance;
- b) Withholding of all future payments under the involved project until it is determined that the Contractor is in compliance;
- c) Refusal of all future bids or offers for any eligible project with the City of Atlanta or any of its departments or divisions until such time as the Contractor demonstrates that there has been established and there shall be carried out all of the EBO provisions contained herein; and
- d) Cancellation of the eligible project.

GC-62 WAGE RATES AND REPORTING PROCEDURES

GC-62.1 Certified Payrolls

The Contractor shall maintain accurate payroll records and be prepared to submit certified copies for the prime contractor and all subcontractors. Payrolls reporting an employee for the first time must contain the complete name, address, and social security of the employee.

GC-62.2 Submittals

All required payrolls shall be submitted to the Office of Contract Compliance. Any questions concerning these submittals can be addressed:

Office of Contract Compliance
55 Trinity Avenue, Suite 1700
Atlanta, Georgia 30303
(404) 330-6010

GC-62.3 Wage Requirements

Contractors shall pay the prevailing wages as stipulated by the wage scale(s) which are incorporated in Exhibit C. Such scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of Work.

GC-63 TECHNICAL MANUALS

These manuals are operator and shop maintenance instructions which enable an average journeyman mechanic without prior knowledge of the specific type, make, or model to maintain

and repair the Equipment. The manuals shall include repair parts data which provide positive identification for an item of the complete equipment without reference to the manufacturer or dealer facilities to identify ordering part numbers in support of procured Equipment.

GC-63.1 Preparation Instructions

A technical manual set is required to cover each specific make, model, year and serial numbered piece of Equipment scheduled for delivery under terms of this Agreement. It is the intent of these requirements to use standard commercial manuals modified to meet the minimum Specification set forth herein. The manuals shall provide instructions, illustrations, and other associated data for operations, preventive and corrective maintenance and repair, including a complete catalog of parts used in the assembly of the end item. The manuals provided shall contain complete instructions and information as set forth below for all Equipment components, assemblies, subassemblies, attachments, and accessories manufactured by the prime supplier or those purchased by the prime supplier from other sources and assembled in the finished end item.

GC-63.2 Contents of Technical Manuals

The contents of complete set of technical manuals shall include, at a minimum, of the following:

- (a) Table of Contents;
- (b) Operating instructions;
- (c) Preventive maintenance, service, and corrective maintenance or repair instructions;
- (d) Parts list with recommended quantity; and
- (e) Approved Shop Drawing(s).

GC-63.3 Binding and Deliver

The manual(s) shall be bound or otherwise securely enclosed in an oil and moisture resistant binder(s). Each binder cover shall indicate the manufacturer's name, Agreement number, model number, and serial number of the unit or Equipment. Four (4) copies of the manual(s) shall be delivered with the Shop Drawings and must be approved with the Shop Drawings.

GC-64 TESTING LABORATORY SERVICES

GC-64.1 Scope

- A. From time to time during progress of the Work, the City may require testing to determine that materials meet the requirements of the Specifications. Testing will be done by a Lab designated by the City for specified field quality control. Such testing includes, but is not necessarily limited to:
 - 1. Cement;
 - 2. Aggregate;
 - 3. Concrete;
 - 4. Soil-cement;
 - 5. Asphalt;
 - 6. Steel and metals;
 - 7. Welding;
 - 8. Soil compaction; and
 - 9. Bituminous pavement.
- B. Requirements for testing may be described in various sections of these Specifications, where no testing requirements are described but the City decides that testing is required to demonstrate compliance with specified material or performance standards, the City may require testing to be performed under current pertinent standards for testing.
- C. Employment of a testing laboratory shall in no way relieve the Contractor of Contractor's obligation to perform Work meeting the requirements of the Agreement.
- D. The independent testing laboratory, except as specified, shall be selected and paid by the City for one passed test and this test shall not be included in the Contractor's proposal. The Contractor shall be responsible for notifying the City to schedule the testing.
- E. The Contractor shall pay directly for the services of the independent testing laboratory, approved by the City, for the following:
 - 1. Concrete mix design and
 - 2. Other materials and workmanship requirements specified in Divisions 2 through 12, unless otherwise specified.

GC-64.2 Laboratory Duties

- A. Cooperate with City and Contractor.
- B. Provide qualified personnel promptly.
- C. Perform specified inspections, sampling and testing of materials and methods of construction.

1. Comply with specified standards, ASTM, other recognized authorities and as specified.
 2. Ascertain compliance with requirements of Agreement Documents.
- D. Promptly notify City and Contractor of irregularity or deficiency of Work observed during performance of Work.
- E. Promptly submit three (3) copies [two (2) copies to City and one (1) copy to Contractor] of report of inspections and tests in addition to those additional copies required by the Contractor including:
1. Date issued;
 2. Project title and number;
 3. Testing laboratory name and address;
 4. Name and signature of inspector;
 5. Date of inspection or sampling;
 6. Record of temperature and weather;
 7. Date of test;
 8. Identification of product and Specification section;
 9. Location of Project;
 10. Type of inspection or test;
 11. Results of test; and
 12. Observations regarding compliance with Agreement Documents.
- F. Perform additional services as required.
- G. Laboratory is not authorized to:
1. Release, revoke, alter or enlarge on requirements of Agreement Documents and
 2. Approve or accept any portion of Work.

GC-64. 3 Contractor Responsibilities

- A. Cooperate with laboratory personnel, provide access to Work and/or manufacturer's requirements.
- B. Provide to laboratory, preliminary representative samples, in required quantities, of materials to be tested.
- C. Furnish copies of mill test reports.
- D. Furnish required labor and facilities.
 1. To provide access to Work to be tested
 2. To obtain and handle samples at the site
 3. To facilitate inspection and tests
 4. Build or furnish a holding box for concrete cylinders or other samples as required by the laboratory.
- E. Notify laboratory sufficiently in advance of operation to allow for the assignment of personnel and schedules of tests.

- F. Copies of all correspondence between the Contractor and testing agencies shall be provided to the City.

GC-64.4 Quality Assurance

Testing, when required, will be in accordance with all pertinent codes and regulations and with procedures and requirements of the American Society for Testing and Materials (ASTM) or applicable association, society, etc. (SSPC, etc.)

GC-64.5 Product Handling

Promptly process and distribute all required copies of test reports and related instructions to ensure all necessary retesting or replacement of materials with the least possible delay in progress of the Work.

GC-64.6 Furnishing Materials

The Contractor shall be responsible for furnishing all materials necessary for testing.

GC-64.7 Code Compliance Testing

Inspections and tests required by codes or ordinances or by a plan approval authority, and made by a legally constituted authority, and made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Agreement Documents.

GC-64.8 Convenience Testing

Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

GC-64.9 Schedule for Testing

A. Establishing Schedule

1. The Contractor shall by advance discussion with the testing laboratory determine the time required for the laboratory to perform its tests and to issue each of its finds, and make all arrangements for the testing laboratory to be on site to provide the required testing.
2. Provide all required time within the construction schedule.

- B. When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.

GC-64.10 Test and Certification

- A. General: At a minimum, the following tests shall be performed and the following certifications provided:

1. Cement: Certified test results by cement manufacturer or by independent laboratory shall be furnished as required by the City.
2. Aggregate and Mortar Sand: Certified test results by aggregate producer or by independent laboratory shall be furnished as required by the City.
3. Concrete:
 - a. At least five (5) standard 6-inch cylinders shall be taken each day for each one hundred (100) cubic yard or fraction thereof for each class of concrete used;
 - b. The number of cylinders, the point of sampling, and the method of securing the samples shall be determined by the City;
 - c. The five (5) samples shall be taken to the testing laboratory for laboratory curing;
 - d. Two (2) of the laboratory cured samples shall be tested at seven (7) days, two (2) samples tested at twenty-eight (28) days; one (1) samples in reserve;
 - e. Test all concrete in accordance with ASTM C31-69, C39-71 and C-172;
 - f. Slump Tests:
 - (1) Perform slump tests on the mob in accordance with ASTM standards;
 - (2) One (1) slump test shall be performed for each twenty-five (25) cubic yards of concrete;
 - (3) More slump tests shall be performed if deemed necessary by the City;
 - g. Perform air entrainment tests in accordance with the following standards:
 - (1) Field test – ASTM C-173; and
 - (2) Laboratory Tests – ASTM C231.

B. Precast and Concrete Block for Buildings

1. Block and precast may be visually inspected on the site by the City.
2. The City reserves the right to have the concrete block tested by an independent laboratory.

C. Steel and Miscellaneous Metal: Reinforcing steel, structural steel and miscellaneous metal may be inspected visually on the site by the City.

D. Welding: One percent (1%) of all structural welds during construction shall be inspected either visually or by an independent laboratory as required by the City.

E. Compaction of Earthwork:

1. The compaction shall be tested by the City or by an independent laboratory.
2. The testing shall be performed in a manner in accordance with these Specifications.

F. Bituminous Concrete: The material testing for the bituminous concrete shall be performed by an independent laboratory as deemed necessary by the City.

GC-64.11 Taking Specimens

Unless otherwise provided in the Agreement Documents, all specimens and samples for tests will be taken by the testing laboratory or the City.

GC-64.12 Transporting Samples

The Contractor shall be responsible for transporting all samples, except those taken by testing laboratory personnel to the testing laboratory.

****END OF GENERAL CONDITIONS****

Appendix D

Required Submittals (IIREA, Business License, and Contractor Disclosure Form)

Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

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 the City of Atlanta 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 through the contract period and the undersigned contractor 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:

54477

(Also known as eVerify Company ID)

Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

9/19/07

Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

KISSBERG CONSTRUCTION

Name of Contractor (Legal name of Contractor, not an abbreviated version)

FC-9974 CITYWIDE DEMOLITION & ASBESTOS ABATEMENT SVCS.

Name of Project

City of Atlanta

Name of Public Employer

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

Executed on 12 SEP 2017 in Stone Mountain (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 12 DAY OF September, 2017.

[Signature]
NOTARY PUBLIC

My Commission Expires:

C GANOS WENNDT
Notary Public - State of Georgia
Gwinnett County
My Commission Expires Feb 21, 2020

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3) (Page 3 of 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 (Kissberg Construction Inc. (name of contractor)) on behalf of the City of Atlanta 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 of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

725263 (Also known as eVerify Company ID)
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

4/14/14
Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of Subcontractor: Little Environmental Co. Inc

Name of Project: FC-9974, City Wide Demolition & Asbestos Abatement Svs.

Name of Public Employer: City of Atlanta

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

Executed on September, 18, 2017 in Stone Mountain (city), Ga (state)

Louis Little
Signature of Authorized Officer or Agent

Louis Little, President
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE 18, DAY OF September, 2017

Amy Lakisha Smith
NOTARY PUBLIC
My Commission Expires: August 3, 2020



Rev. 06/06/17



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRIAN P. KEMP

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **KISSBERG
CONSTRUCTION, INC.** Control Number: **K804119**

Business Type: **Domestic Profit
Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **1100 2ND STREET,
STONE MOUNTAIN, GA,
30083** Date of Formation /
Registration Date: **2/4/1998**

State of Formation: **Georgia** Last Annual Registration
Year: **2018**

REGISTERED AGENT INFORMATION

Registered Agent Name: **HENRIETTA KISSEIH**

Physical Address: **1960 SILVER HILL ROAD, STONE MOUNTAIN, GA, 30087, USA**

County: **Dekalb**

OFFICER INFORMATION

Name	Title	Business Address
HENRIETTA KISSEIH	Secretary	1960 SILVER HILL ROAD, STONE MOUNTAIN, GA, 30087, USA
HENRIETTA KISSEIH	CEO	1960 SILVER HILL ROAD, STONE MOUNTAIN, GA, 30087, USA
HENRIETTA KISSEIH	CFO	1960 SILVER HILL ROAD, STONE MOUNTAIN, GA, 30087, USA

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Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CONTROL NUMBER : K804119
DATE INC/AUTH/FILED: 02/04/1998
JURISDICTION : GEORGIA
PRINT DATE : 08/25/2003
FORM NUMBER : 211

KISSBERG CONSTRUCTION INC.

1100 SECOND STREET

STONE MOUNTAIN, GA 30083

CERTIFICATE OF EXISTENCE

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that as of the above print date

KISSBERG CONSTRUCTION, INC.
A GEORGIA PROFIT CORPORATION

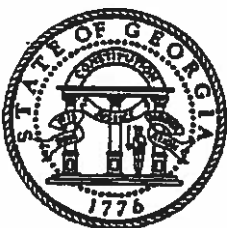
is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated.

Said entity was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above date and has not filed articles of dissolution, certificate of cancellation or any other similar document with the Office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the print date above. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This information is electronically transmitted, issued and certified in accordance with the Georgia Electronic Records and Signatures Act and Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

20030825174305269



Cathy Cox
Secretary of State

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 1 of 8)

DEFINITIONS FOR THE PURPOSE OF THIS DISCLOSURE AND DECLARATION FORM

"Affiliate"	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
"Contractor or Vendor"	Any person or entity having a contract with the City of Atlanta ("City").
"Control"	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty-one (51%) or more of any class of voting or equity interests in the controlled entity.
"Respondent or Offeror" (the terms are interchangeably used on this Form)	Any individual or entity that submits a Bid/Proposal in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure and Declaration Form where indicated. If the Respondent is a partnership (including but not limited to, joint venture partnership), then each partner in the partnership must complete and sign a separate Contractor Disclosure and Declaration Form where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Contractor Disclosure and Declaration Form where indicated. If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Contractor Disclosure and Declaration Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure and Declaration Form where indicated.

Instructions: Provide the following information for the entity or individual completing this Form (the "Individual/Entity").

A. Basic Information:

1. Name of Individual/Entity responding to this solicitation: **HENRIETTA KISSEIH KISSBERG CONSTRUCTION**
2. Name of the authorized representative for the responding Entity: **HENRIETTA KISSEIH**

B. Individual/Entity Information:

1. Principal Office Address: **1100 2nd ST. STN. MTN. GA 30083**
2. Telephone and Facsimile Numbers: **404. 281. 0509 (7.879. 2897)**
3. E-Mail Address: **Construction@Kissberg.com**
4. Name and title of Contact Person for the Individual/Entity: **HENRIETTA KISSEIH (PRESIDENT)**
5. Is the Individual/Entity authorized to transact business in the State of Georgia? **YES**

☒ **YES** (Attach documentation evidencing authority to transact business in the State of Georgia, not limited to Georgia Secretary of State documentation.)

☐ **NO**

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 2 of 8)

C. Questionnaire

If you answer "YES" to any of the following questions, you must provide on a separate page the details necessary to explain the nature and circumstances of each action, event, matter, relationship or practice involved, including but not limited to: names of persons or entities involved, status and/or outcome of each instance. Further, if the matter involves a criminal charge, litigation of any type, or other court or administrative charge or proceeding, then the name of the court or tribunal and the file or reference number must be provided. Any information must be provided on a separate page, attached to this form and submitted with your Bid.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business. FULL DEMOLITION SERVICE,
ASBESTOS ABATEMENT, LIGHT RENOVATION, LAND CLEARING,
PARKS & REC. REHABING, HAULING DEBRIS REMOVALS
GENERAL CONTRACTING (CONTRACTOR).

2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? If the answer to this question is "NO", then please proceed to question number 4. YES NO
☐ ☒

3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. YES NO
☐ ☒

4. Has the Respondent been charged with a criminal offense within the last ten (10) years? YES NO
☐ ☒

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. YES NO
☐ ☒

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

(a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? YES NO
☐ ☒

(b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? YES NO
☐ ☒

(c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. YES NO
☐ ☒

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 3 of 8)

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:	YES	NO
	☐	☒
(a) directly or indirectly, had a business relationship with the City?	YES	NO
	☒	☐
(b) directly or indirectly, received revenues from the City?	YES	NO
	☒	☐
(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?	YES	NO
	☒	☐
8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?	YES	NO
	☐	☒
9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?	YES	NO
	☐	☒
10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?	YES	NO
	☒	☐
11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?	YES	NO
	☐	☒
12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer) been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?	YES	NO
	☐	☒
13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below. [Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]:		
(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under Atlanta City Code Section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.	YES	NO
	☐	☒
(b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe:	YES	NO
	☐	☒

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 4 of 8)

D. REPRESENTATIONS

Anti-Lobbying Provision. All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

Certification of Independent Price Determination/Non-Collusion. Collusion and other anticompetitive practices among Bidders are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent."

Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

Confidentiality. Details of the Bids/Proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all Bids and information submitted therein may become subject to public inspection following award of the contract. Each Respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its Bid/Proposal. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders or proponents will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 5 of 8)

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.

f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 6 of 8)

h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

(1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;

(2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

(3) Cancellation of the public contract; and

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

Prohibition on Kickbacks or Gratuities/Non-Gratuity. The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.

b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.

c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 7 of 8)

Declaration

Under penalty of perjury, I declare that I have examined this Contractor Disclosure and Declaration Form and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20____

Subscribed and sworn to or affirmed by _____ (name) this _____ day of _____, 20____.

Notary Public of _____ (state)

My commission expires: _____

Sign here if you are an authorized representative of a responding entity or partnership:

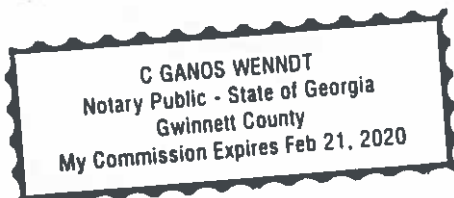
Printed Name of Entity or Partnership: KISSBERG CONSTRUCTION

Signature of authorized representative: [Signature]

Title: President

Date: 9/12, 2017

Subscribed and sworn to or affirmed by Hennetta Kissin (name), as the
President (title) of Kissberg (entity or partnership name)
this 12 day of September, 2017.



[Signature]
Notary Public of GA (state)

My commission expires: 4/1/20

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 8 of 8)

FOR INTERNAL USE ONLY

Project Name/Number: FC/BID- 9974, CITYWIDE DEMO + ASBESTOS
Proponent: KISSBERG CONSTRUCTION, INC.

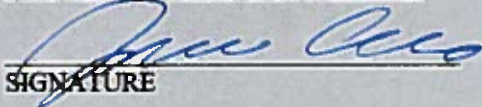
This is to acknowledge that this Contractor Disclosure and Declaration Form has been reviewed and appropriate actions have been taken in accordance with City of Atlanta Procurement Code Section 2-1214 and Department of Procurement procedures.

JEREMIAS CIRILO

Print Name of Procurement Professional

CONTRACTING OFFICER

Print Title of Procurement Professional



SIGNATURE

Print Name of Chief Procurement Officer

Signature of Chief Procurement Officer

Date



1100 Second Street • Stone Mountain, GA 30083
Telephone: 770 879-8382 • Fax: 770-879-2897

Form 2, Contractor Disclosure and Declaration Form

Response to Questions answered "YES"

Question 7: Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

(a) directly or indirectly had a business relationship with the City? Yes. Henrietta Kisseih, President of Kissberg Construction has been awarded contracts with the City of Atlanta for the past 10 years.

(b) Directly or indirectly receive revenues from the City? Yes. Kissberg Construction has received revenues directly from the City of Atlanta as a Prime Contractor doing work from contracts awarded.

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? Yes. Kissberg Construction has been awarded the following contracts.

2014 – Current – FC-6836, Citywide Managing General Contractor Services

2012 – Current – FC-5683, Citywide Demolition Services

2013 – 2016 - FC-7099, Civil Landscape Construction

2015 – 2016 – FC-7255, Demolition of City South Hanger and West Ancillary Building

2008 – 2013 -FC-600600____, Citywide Demolition Services

2007-2008 FC-600600____, DOA Concessions Office Upgrades

2007 – 2010 FC-600600____, Sidewalks, Curbs, Driveway and Gutters

Kissberg Construction Response to Contractor Disclosure and Declaration Form

Page 2

Question 10: Whether Respondent, or any agent, officer, director or employee of your organization has solicited or made a contribution to any City official, or member, or to the political party or political action committee with the previous five (5) years?

2012	Committee to Elect Kasim Reed for Mayor	\$2,500
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2013	Friends of Natalyn Archibong	\$1,000
------	------------------------------	---------

	Friends of Ivory Young	\$1,000
--	------------------------	---------

	Friends of Michael Bonds	\$1,000
--	--------------------------	---------

2014	None	
------	------	--

2015	None	
------	------	--

2016	Committee to Elect C. T. Martin	\$2,600
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Appendix E

Additional Required Submittals (Equipment List for Owned Property)

Appendix E, Additional Required Submittal

FC-9974, Citywide Asbestos Abatement and Demolition Services

EQUIPMENT LIST FOR OWNED PROPERTY

Quantity	Year	Manufacturer Name and Model	Serial Number	Detailed Description
3	2014	Lenovo Desktop Computers		Desktop Computers
1	2014	Primevera P6		Drawing Software
1	2001	Ford SRW Super Duty Truck	1FDS34L71EC9658	Utility Truck
1	2003	Ford Utility Truck		Work Truck
1	2011	Komatsu-PC210LC-11	A12195	Hydraulic Excavator
1	2005	Cutoff Saw		
100		Orange Cones		Traffic Control
2		Commercial 2 1/2 Water Hose		Dust Control Usage
1		Trailer For Hauling		Hauling

***The Proponent must use format listed and should duplicate for any additional pages needed.

Appendix E, Additional Required Submittal
FC-9974, Citywide Asbestos Abatement and Demolition Services
EQUIPMENT LIST FOR OWNED PROPERTY

Quantity	Year	Manufacturer Name and Model	Serial Number	Detailed Description
1	2003	Ford Cutaway Van	1FDE35L83#A69174	
2		Pallet Jacks		
1		TMF-55 SELICK	SN68186095532D 6601609	
1	2004	BobCat S150	526915535	Bobcat with bucket tooth

***The Proponent must use format listed and should duplicate for any additional pages needed.

Bill of Sale

Date: 12-15-2015

Buyer: KISSBERG CONSTRUCTION INC.

1100 SECOND STREET
STONE MOUNTAIN, GA. 30083
404-281-0509

SECURITY AGREEMENT- CONDITION OF SALES CONTRACT

Subject to the terms and Conditions herein contained, the Seller hereby agrees to sell, and the Buyer having been Quoted and Offered both a cash sale price, payable immediately or within a limited number of days, and a contract time price which permits the Buyer to purchase the property now but pay in installments over an extended period of time. The property is to be used only for commercial purposes, including all accessories and attachments. The Buyer hereby agrees to buy the following described property on a contract time price basis set forth below.

<u>Make</u>	<u>Model</u>	<u>Type</u>	<u>Serial Number</u>	<u>Price</u>
KOMATSU	PC210LC-11	Hydraulic Excavator	A12195	\$184,000.00

Seller: TRACTOR & EQUIPMENT COMPANY

5336 AIRPORT HWY.
P. O. BOX 12326
BIRMINGHAM, AL. 35201

Buyer's Signature: 

Seller's Signature: 

Appendix F

Special Conditions (OCGA § 41-2-9)

2010 Georgia Code
TITLE 41 - NUISANCES
CHAPTER 2 - ABATEMENT OF
NUISANCES GENERALLY
§ 41-2-9 - County or municipal
ordinances relating to unfit buildings
or structures

O.C.G.A. 41-2-9 (2010)

41-2-9. County or municipal ordinances relating to unfit buildings or structures

(a) In addition to any other remedies or enforcement mechanisms available, upon the adoption of an ordinance finding that dwelling, building, or structure conditions of the character described in Code Section 41-2-7 exist within a county or municipality, the governing body of such county or municipality is authorized to adopt ordinances relating to the dwellings, buildings, or structures within such county or municipality which are unfit for human habitation or commercial, industrial, or business uses and not in compliance with applicable codes, which are vacant and being used in connection with the commission of drug crimes, or which constitute an endangerment to the public health or safety as a result of unsanitary or unsafe conditions. Such ordinances shall include at least the following provisions:

(1) That it is the duty of the owner of every dwelling, building, structure, or property within the jurisdiction to construct and maintain such dwelling, building, structure, or property in conformance with applicable codes in force within the jurisdiction, or such ordinances which regulate and prohibit activities on property and which declare it to be a public nuisance to construct or maintain any dwelling, building, structure, or property in violation of such codes or ordinances;

(2) That a public officer be designated or appointed to exercise the powers prescribed by the ordinances;

(3) That whenever a request is filed with the public officer by a public authority or by at least five residents of the municipality or by five residents of the unincorporated area of the county if the property in question is located in the unincorporated area of the county charging that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer shall make an investigation or inspection of the specific dwelling, building, structure, or property. If the officer's investigation or inspection identifies that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer may issue a complaint in rem against the lot, tract, or parcel of real property on which such dwelling, building, or structure is situated or where such public health hazard or general nuisance exists and shall cause summons and a copy of the complaint to be served on the interested parties for such dwelling, building, or structure. The complaint shall identify the subject real property by appropriate street address and official tax map reference; identify the interested parties; state with particularity the factual basis for the action; and contain a statement of the action sought by the public officer to abate the alleged nuisance. The summons shall notify the interested parties that a hearing will be held before a court of competent jurisdiction as determined by Code Section 41-2-5, at a date and time certain and at a place within the county or municipality where the property is located. Such hearing shall be held not less than 15 days nor more than 45 days after the filing of said complaint in the proper court. The interested parties shall have the right to file an answer to the complaint and to appear in person or by attorney and offer testimony at the time and place fixed for hearing;

(4) That if, after such notice and hearing, the court determines that the dwelling, building, or structure in question is unfit for human habitation or is unfit for its current commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes

an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the court shall state in writing findings of fact in support of such determination and shall issue and cause to be served upon the interested parties that have answered the complaint or appeared at the hearing an order:

(A) If the repair, alteration, or improvement of the said dwelling, building, or structure can be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to repair, alter, or improve such dwelling, building, or structure so as to bring it into full compliance with the applicable codes relevant to the cited violation and, if applicable, to secure the structure so that it cannot be used in connection with the commission of drug crimes; or

(B) If the repair, alteration, or improvement of the said dwelling, building, or structure in order to bring it into full compliance with applicable codes relevant to the cited violations cannot be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to demolish and remove such dwelling, building, or structure and all debris from the property.

For purposes of this Code section, the court shall make its determination of "reasonable cost in relation to the present value of the dwelling, building, or structure" without consideration of the value of the land on which the structure is situated; provided, however, that costs of the preparation necessary to repair, alter, or improve a structure may be considered. Income and financial status of the owner shall not be factor in the court's determination. The present value of the structure and the costs of repair, alteration, or improvement may be established by affidavits of real estate appraisers with a Georgia appraiser classification as provided in Chapter 39A of Title 43, qualified building contractors, or qualified building inspectors without actual testimony presented. Costs of repair, alteration, or improvement of the structure shall be the cost necessary to bring the structure into compliance with the applicable codes relevant to the cited violations in force in the jurisdiction;

(5) That, if the owner fails to comply with an order to repair or demolish the dwelling, building, or structure, the public officer may cause such dwelling, building, or structure to be repaired, altered, or improved or to be vacated and closed or demolished. Such

abatement action shall commence within 270 days after the expiration of time specified in the order for abatement by the owner. Any time during which such action is prohibited by a court order issued pursuant to Code Section 41-2-13 or any other equitable relief granted by a court of competent jurisdiction shall not be counted toward the 270 days in which such abatement action must commence. The public officer shall cause to be posted on the main entrance of the building, dwelling, or structure a placard with the following words:

"This building is unfit for human habitation or commercial, industrial, or business use and does not comply with the applicable codes or has been ordered secured to prevent its use in connection with drug crimes or constitutes an endangerment to public health or safety as a result of unsanitary or unsafe conditions. The use or occupation of this building is prohibited and unlawful.";

(6) If the public officer has the structure demolished, reasonable effort shall be made to salvage reusable materials for credit against the cost of demolition. The proceeds of any moneys received from the sale of salvaged materials shall be used or applied against the cost of the demolition and removal of the structure, and proper records shall be kept showing application of sales proceeds. Any such sale of salvaged materials may be made without the necessity of public advertisement and bid. The public officer and governing authority are relieved of any and all liability resulting from or occasioned by the sale of any such salvaged materials, including, without limitation, defects in such salvaged materials; and

(7) That the amount of the cost of demolition, including all court costs, appraisal fees, administrative costs incurred by the county tax commissioner or municipal tax collector or city revenue officer, and all other costs necessarily associated with the abatement action, including restoration to grade of the real property after demolition, shall be a lien against the real property upon which such cost was incurred.

(b)(1) The lien provided for in paragraph (7) of subsection (a) of this Code section shall attach to the real property upon the filing of a certified copy of the order requiring repair, closure, or demolition in the office of the clerk of superior court in the county where the real property is located and shall relate back to the date of the filing of the lis pendens notice required under subsection (c) of Code Section 41-2-12. The clerk of superior court shall record and index such certified copy of the order in the deed records of the county and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes to which the lien shall

be inferior, and shall continue in force until paid.

(2) Upon final determination of costs, fees, and expenses incurred in accordance with this chapter, the public officer responsible for enforcement actions in accordance with this chapter shall transmit to the appropriate county tax commissioner or municipal tax collector or city revenue officer a statement of the total amount due and secured by said lien, together with copies of all notices provided to interested parties. The statement of the public officer shall be transmitted within 90 days of completion of the repairs, demolition, or closure. It shall be the duty of the appropriate county tax commissioner or municipal tax collector or city revenue officer, who is responsible or whose duties include the collection of municipal taxes, to collect the amount of the lien using all methods available for collecting real property ad valorem taxes, including specifically Chapter 4 of Title 48; provided, however, that the limitation of Code Section 48-4-78 which requires 12 months of delinquency before commencing a tax foreclosure shall not apply. A county tax commissioner shall collect and enforce municipal liens imposed pursuant to this chapter in accordance with Code Section 48-5-359.1. The county tax commissioner or municipal tax collector or city revenue officer shall remit the amount collected to the governing authority of the county or municipality whose lien is being collected.

(3) Enforcement of liens pursuant to this Code section may be initiated at any time following receipt by the county tax commissioner or municipal tax collector or city revenue officer of the final determination of costs in accordance with this chapter. The unpaid lien amount shall bear interest and penalties from and after the date of final determination of costs in the same amount as applicable to interest and penalties on unpaid real property ad valorem taxes. An enforcement proceeding pursuant to Code Section 48-4-78 for delinquent ad valorem taxes may include all amounts due under this chapter.

(4) The redemption amount in any enforcement proceeding pursuant to this Code section shall be the full amount of the costs as finally determined in accordance with this Code section together with interest, penalties, and costs incurred by the governing authority, county tax commissioner, municipal tax collector, or city revenue officer in the enforcement of such lien. Redemption of property from the lien may be made in accordance with the provisions of Code Sections 48-4-80 and 48-4-81.

(c) The governing authority may waive and release any such lien imposed on property upon the owner of such property entering into a contract with the county or municipality agreeing to a timetable for rehabilitation of the real property or the dwelling, building, or structure on the property and demonstrating the financial means to accomplish such rehabilitation.

(d) Where the abatement action does not commence in the superior court, review of a court order requiring the repair, alteration, improvement, or demolition of a dwelling, building, or structure shall be by direct appeal to the superior court under Code Section 5-3-29.

(e) In addition to the procedures and remedies in this chapter, a governing authority may provide by ordinance that designated public officers may issue citations for violations of state minimum standard codes, optional building, fire, life safety, and other codes adopted by ordinance, and conditions creating a public health hazard or general nuisance, and seek to enforce such citations in a court of competent jurisdiction prior to issuing a complaint in rem as provided in this Code section.

(f) Nothing in this Code section shall be construed to impair or limit in any way the power of the county or municipality to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

Disclaimer: These codes may not be the most recent version. Georgia may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.



City of Stockbridge

Agenda Request Form

Meeting Date

March 30, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☒ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☐ CONTRACT APPROVAL - RENEWAL

Funding Source: 510-42500-542515

BUDGET ADJUSTMENT/ N/A

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NUMBER 2020-0026 – Annual On-Call Water and Sewer Emergency, Operational Repair, Maintenance and Construction

BACKGROUND INFORMATION:

The Public Works Department is requesting Council approval of the ranking of the qualified firms for Request For Proposals (RFP) Number 2020-0026, Annual On-Call Water and Sewer Emergency, Operational Repair, Maintenance and Construction; the ranked firms are: 1 – Site Engineering, Inc; 2 – The Corbett Group, LLC; 3 – Civil Works, Inc; and authorize staff to proceed with negotiations.

In the event negotiations are not successful within a reasonable time, an impasse will be declared, and negotiations with the first ranked firm will cease. Negotiations will begin with the next ranked firm.

STAFF RECOMMENDATION:

The Public Works Department is requesting Council approval of the ranking of the qualified firms for Request For Proposals (RFP) Number 2020-0026, Annual On-Call Water and Sewer Emergency, Operational Repair, Maintenance and Construction; the ranked firms are: 1 – Site Engineering, Inc; 2 – The Corbett Group, LLC; 3 – Civil Works, Inc; and authorize staff to proceed with negotiations. (Exhibit 1)

The procurement was solicited, in accordance with Council directives and approved Ordinance, to engage the services of a qualified Utility Contractor to provide routine utility construction, repair, maintenance services on an as-needed basis. The scope of services consists of, but is not limited to, repair and/or replacement of the following: wastewater collection system and related infrastructure, water distribution system and related infrastructure and storm water system and related infrastructure and any other repair activities to be determined by the City.

On February 25, 2021, RFP No. 2020-0026, for the City of Stockbridge Annual On-Call Water and Sewer Emergency, Operational Repair, Maintenance and Construction opened; Three (3) firms submitted proposals in response to the RFP, Site Engineering, Inc; The Corbett Group, LLC and Civil Works, Inc (Exhibit 2).

On March 10, 2021, an Evaluation Committee Meeting was held. After evaluation and scoring, the Evaluation Committee named Site Engineering, Inc, as the first ranked firm (Exhibit 1). The Evaluation Committee's ranking was posted on the website for the City's Procurement Division and the Georgia Procurement Registry on March 11th, 2021.

The cost points were calculated based on the selection criteria listed in the Requested For Proposal.

The City of Stockbridge Ordinance Section 3.30.110 - Competitive sealed proposals, (H). Award of Proposal. (2). Approval of Proposal. The City of Stockbridge City Council shall approve all awards where cost or revenue is greater than fifty thousand dollars (\$50,000.00).

Exhibit 1 – Evaluation Committee Ranking List

Exhibit 2 – Response List

Fiscal Impact - Annual On-Call Water and Sewer Emergency Repair – Stormwater Budget

510-42500-542515 – Stormwater Repair

APPROVED BY:

Procurement Division: Signature *Lindell Y. Miller*

LEGAL: YES NO or N/A Sig. _____

FINANCE DEPT: YES NO or N/A Sig. _____

CITY MANAGER: YES NO Sig. _____



City of Stockbridge

Agenda Request Form

Meeting Date

March 30, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☒ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☐ CONTRACT APPROVAL - RENEWAL

Funding Source: 100-15650-522321, 100-15650-522322, 100-15650-522323, 100-15650-522324, 100-15650-522325, and 100-15650-522326

BUDGET ADJUSTMENT/ N/A

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NUMBER 2020-0025 – City of Stockbridge
Janitorial Maintenance Services

BACKGROUND INFORMATION:

The Public Works Department is requesting Council approval of the ranking of the qualified firms for Request For Proposals (RFP) Number 2020-0025, Janitorial Maintenance Services; the ranked firms are: 1 – Intercontinental Commercial Services, Inc; 2 – A-Action Janitorial Service, Inc; 3 – Magann Facility Support Services, Inc; 4 – Building Maintenance Services, Inc; 5 – American Facility Service, Inc; 6 – Lamogo Services, LLLP; 7 – Clean Spaces Atlanta and Hattiesburg, LLC, and authorize staff to proceed with negotiations.

In the event negotiations are not successful within a reasonable time, an impasse will be declared, and negotiations with the first ranked firm will cease. Negotiations will begin with the next ranked firm.

STAFF RECOMMENDATION:

The Public Works Department is requesting Council approval of the ranking of the qualified firms for Request For Proposals (RFP) Number 2020-0025, Janitorial Maintenance Services; the ranked firms are: 1 – Intercontinental Commercial Services, Inc; 2 – A-Action Janitorial Service, Inc; 3 – Magann Facility Support Services, Inc; 4 – Building Maintenance Services, Inc; 5 – American Facility Service, Inc; 6 – Lamogo Services, LLLP; 7 – Clean Spaces Atlanta and Hattiesburg, LLC, and authorize staff to proceed with negotiations. (Exhibit 1)

The procurement was solicited, in accordance with Council recommendations and approved Ordinance, to engage the services of qualified contractors with proven track record to maintain the City of Stockbridge facilities, based on the scope of services listed within the Request For Proposal and perform daily wipe downs and disinfecting services to combat COVID-19.

On February 4, 2021, RFP No. 2020-0025, for the City of Stockbridge Janitorial Maintenance Services opened; Seven (7) firms submitted proposals in response to the RFP, Intercontinental Commercial Services, Inc; A-Action Janitorial Service, Inc; Magann Facility Support Services, Inc; Building Maintenance Services, Inc; American Facility Service, Inc; Lamogo Services, LLLP and Clean Spaces Atlanta and Hattiesburg, LLC (Exhibit 2).

On March 4, 2021, an Evaluation Committee Meeting was held. After evaluation and scoring, the Evaluation Committee named Intercontinental Commercial Services, Inc, as the first ranked firm (Exhibit 1). The Evaluation Committee's ranking was posted on the website for the City's Procurement Division and the Georgia Procurement Registry on March 8th, 2021.

The cost points were calculated based on the selection criteria listed in the Requested For Proposal.

The City of Stockbridge Ordinance Section 3.30.110 - Competitive sealed proposals, (H). Award of Proposal. (2). Approval of Proposal. The City of Stockbridge City Council shall approve all awards where cost or revenue is greater than fifty thousand dollars (\$50,000.00).

Exhibit 1 – Evaluation Committee Ranking List

Exhibit 2 – Response List

Fiscal Impact - Janitorial Maintenance Services – Government Buildings (General Fund)

100-15650-522321 – Facility Cleaning City Hall
100-15650-522322 – Facility Cleaning Merle Manders Conference Center (MMMC)
100-15650-522323 – Facility Cleaning Ted Strickland Community Center (TSCC)
100-15650-522324 – Facility Cleaning Municipal Court
100-15650-522325 – Facility Cleaning Maintenance Shop
100-15650-522326 – Facility Cleaning Wastewater Treatment Plant (WWTP)

Procurement Division: Signature

LEGAL: YES NO or N/A Sig. _____

CITY MANAGER: YES NO Sig. _____



Procurement Division
 Scoring Sheet Evaluation Committee Meeting
 RFP No. 2020-0025 – Janitorial Maintenance Services
 March 4, 2021

Proposer – Organization Name	Cie Cie McGhee	Al Barnes	Renee Wheeler	Brad Holtsinger	Total Points	Ranking
A-Action Janitorial Service, Inc.	55	45	70	60	230	2
American Facility Services Inc	25	40	62	60	187	5
Building Maintenance Services, Inc.	40	50	53	60	203	4
Clean Spaces Atlanta and Hattiesburg, LLC	0	60	2	25	87	7
Intercontinental Commercial Services, Inc.	50	60	70	60	240	1
Lamogo Services, LLLP	30	30	20	25	105	6
Magann Facility Support Services, Inc.	35	50	63	65	213	3

RFP NO:	2020-0025		Date Advertised:		10/22/20
Title:	Janitorial Maintenance Services		Date Opened:		2/4/21
Agency:	Public Works		Number of Responses Received:		7
Project Manager:	Decius Aaron				
Responder(s)		Address	City	State - Country Zone	Zip
A-Action Janitorial Service, Inc.		6607 Tribble Street	Lithonia	Georgia	30058
American Facility Services Inc		1325 Union Hill Industrial Court, STE A	Alpharetta	Georgia	30004
Building Maintenance Services, Inc.		1955 Vaughn Road, STE 105	Kennesaw	Georgia	30144
Clean Spaces Atlanta and Hattiesburg, LLC		P.O.Box 392684	Snellville	Georgia	30039
Intercontinental Commercial Services, Inc.		912 Hurricane Shoals Road, NE	Lawrenceville	Georgia	30043
Lamogo Services, LLLP		5030 Burberry Way	Fairburn	Georgia	30213
Magann Facility Support Services, Inc.		2640 Lithonia Industrial Blvd.	Lithonia	Georgia	30058

COMMENTS:	Date Created:	2/5/21
	Date Updated:	



City of Stockbridge

Agenda Request Form

Meeting Date

March 30, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☒ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☐ CONTRACT APPROVAL - RENEWAL

Funding Source: 100-72000-521202_Consulting Services-BSD
100-72000-521203_Consulting Services-Engineering

BUDGET ADJUSTMENT/ N/A

PRESENTER: Lindell Y. Miller/Randy Knighton

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NUMBER 2020-0027 – City of Stockbridge Professional Permitting and Building Inspection Services

BACKGROUND INFORMATION:

The Permitting Department is requesting Council approval of the ranking of the qualified firms for Request For Proposals (RFP) Number 2020-0027, Professional Permitting and Building Inspection Services; the ranked firms are: 1 – SAFEbuilt Georgia, LLC; 2 – Charles Abbott Associates, LLC, Inc and 3 – Nova Engineering & Environmental, LLC, and authorize staff to proceed with negotiations.

STAFF RECOMMENDATION:

The Permitting Department is requesting Council approval of the ranking of the qualified firms for Request For Proposals (RFP) Number 2020-0027, Professional Permitting and Building Inspection Services; the ranked firms are: 1 – SAFEbuilt Georgia, LLC; 2 – Charles Abbott Associates, LLC, Inc and 3 – Nova Engineering & Environmental, LLC, and authorize staff to proceed with negotiations.

(Exhibit 1)

The procurement was solicited, in accordance with Council recommendations and approved Ordinance, to requests qualified firms with proven experience in Permitting, Engineering and Building Inspection Services to submit proposals for Professional Permitting, Engineering and Building Inspection Services for Stockbridge City, Georgia. The qualified consultant will provide full scope of professional permitting and building inspection services from permitting, inspecting, record keeping, plan review, building code administration services, engineering services and all things necessary to complete permitting and building inspection services. Also, the consultant(s) will demonstrate a customer service approach that is pro-active and educational that includes a variety of means and methods that promote public outreach. The City intends to award a contract for one (1) year with the option to renew for (4), (1) year, renewable options.

On March 4, 2021, RFP No. 2020-0027, for the City of Stockbridge Professional Permitting and Building Inspection Services opened; three (3) firms submitted proposals in response to the RFP, SAFEbuilt Georgia, LLC; Charles Abbott Associates, LLC, Inc and Nova Engineering & Environmental, LLC. (Exhibit 2).

On March 16, 2021, an Evaluation Committee Meeting was held. After evaluation and scoring, the Evaluation Committee named SAFEbuilt Georgia, LLC, as the first ranked firm (Exhibit 1). The Evaluation Committee's ranking was posted on the website for the City's Procurement Division and the Georgia Procurement Registry on March 16th, 2021.

The City of Stockbridge Ordinance Section 3.30.110 - Competitive sealed proposals, (H). Award of Proposal. (2). Approval of Proposal. The City of Stockbridge City Council shall approve all awards where cost or revenue is greater than fifty thousand dollars (\$50,000.00).

Exhibit 1 – Evaluation Committee Ranking List

Exhibit 2 – Response List

Fiscal Impact - 100-72000-521202__Consulting Services-BSD and 100-72000-521203__Consulting Services-Engineering

APPROVED BY:

Procurement Division: Signature Lindell Y. Miller

LEGAL: YES NO or N/A Sig. _____

FINANCE DEPT: YES NO or N/A Sig. _____

CITY MANAGER: YES NO Sig. _____



Procurement Division
Scoring Sheet Evaluation Committee Meeting
RFP No. 2020-0027 – Professional Permitting and Building Inspection
March 16, 2021

Proposer – Organization Name	John Wiggins	Demetries Wells	Decius Aaron	Alan Peterson	Total Points	Ranking
Charles Abbott Associates, LLC	73	67	65	45	250	2
NOVA Engineering & Environmental, LLC	74	61	53	55	243	3
SAFEbuilt Georgia, LLC	72	58	64	65	259	1



REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES





Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Dear Vendor:

I thank you for your interest in doing business with the City of Stockbridge. We look forward to a very successful procurement process. Please take notice of the response submittal requirements and the required certification checklist outlined in this solicitation. Please be sure to read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions may result in dismissal of your submittal. Any changes(s) to this solicitation will be conveyed through the written addenda process. In addition, notification of addenda are posted on the City's website, which is located at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. Please read carefully and follow all instructions provided in the addendum, as well as the instructions provided in the original solicitation. It is solely the vendor's responsibility to routinely check the City's website at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp for any changing information prior to their reply.

One of the objectives of the Procurement Division is to provide quality and efficient service. If you have any questions, please visit our website or contact the agent of concern. The staff of the City of Stockbridge strives to provide excellent service "while purchasing best for less with the highest level of transparency, efficiency and integrity".

Again, thank you in advance for your continued interest in doing business with the City of Stockbridge.

Sincerely,

A handwritten signature in blue ink that reads "Lindell Y. Miller".

Lindell Y. Miller, C.P.P.O., M.B.A



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REQUEST FOR PROPOSALS (RFP) NO. 2020-0027

PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES
Thursday 24, 2020

INTRODUCTION

PURPOSE

The City of Stockbridge, Georgia (City) requests qualified firms with proven experience in Permitting, Engineering and Building Inspection Services to submit proposals for Professional Permitting, Engineering and Building Inspection Services for Stockbridge City, Georgia. The City is seeking a qualified consultant to provide full scope of professional permitting and building inspection services from permitting, inspecting, record keeping, plan review, building code administration services, engineering services and all things necessary to complete permitting and building inspection services. Also, the consultant(s) must demonstrate a customer service approach that is pro-active and educational that includes a variety of means and methods that promote public outreach. The City intends to award a contract for one (1) year with the option to renew for (4), (1) year, renewable options.

The City seeks a qualified consultant(s) to work with the City and its citizens to promote and maintain a safe and desirable community. The consultant(s) must demonstrate the ability to provide customized solutions that are impartial and professional while remaining in conformance with standards. The consultant(s) must also provide the full scope of Building Code Administration and Engineering Services including administration, permitting, building permit inspection, and code compliant inspections, and reviews of all types of construction plans. Demonstrate an understanding of the importance of coordination with city staff, city departments, governmental agencies, and exercise an appropriate level of professional judgment in resolving issues. Also, the consultant(s) must demonstrate a customer service approach that is pro-active and educational that includes a variety of means and methods that promote public outreach.

MINIMUM REQUIREMENTS

Proponent shall satisfactorily demonstrate significant experience with governmental agencies in Permitting and Building Inspection services. Proponent must demonstrate the ability to meet the following minimum criteria to be considered responsive to the RFP:

- The firm should have been in business for a minimum of five (5) years.
- A description must be provided regarding the nature of services provided to the client cities or agencies.
- A comprehensive list of references of cities served must be provided. Cite examples of qualifying project with dates, contact persons, and scope of service(s) performed.
- Also, describe the team's experience with historic properties, green building construction techniques and LEED certified construction.

- The submittal shall clearly state the number and type of programs or services performed; and
- If any previous work was audited and found to be in non-compliance with a funding source, this must be cited.

1.2 COMMUNITY BACKGROUND

The City of Stockbridge is in the northern part of Henry County, Georgia which was founded May 15, 1821. Henry county has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia and is surrounded by the counties of Butts, Clayton, DeKalb, Newton, Rockdale and Spalding Counties. Stockbridge, Georgia is just minutes south of Atlanta a straight drive down Interstate 75-South. The City is populated with approximately 30,000 residents.

The City is currently in construction of its City of Stockbridge Amphitheater, it has a relaxed atmosphere, with all the amenities of a major metropolitan area with an attractive lifestyle, and business opportunities. Stockbridge is a highly attractive place to live, work and play.

Stockbridge City Council (City) is the governing authority of the City of Stockbridge. The affairs of the City are conducted by a Mayor and five (5) member City Council. This elected body is responsible for the active coordination of community resources, to meet community needs.

The City Manager, who is appointed by the Mayor and City Council, oversees the day-to-day operations of the City and insures the efficient delivery of City Services. All activities and functions of the City are administered by the City Manager under the jurisdiction of the Mayor and City Council as set forth in State and Local Laws.

SECTION 2.0

2.1 OBTAINING THE RFP

This document and supporting documents can be downloaded at the City of Stockbridge Website, <http://www.cityofstockbridge.com/default.aspx> under “Bid Solicitations” the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and Georgia Municipal Association <https://www.glga.org/>

2.2 PRE-PROPOSAL CONFERENCE

Due to Covid-19, the Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held via teleconference on Web-EX. Information regarding the meeting will be listed in the “Schedule of Events” of this RFP. Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory; then a representative of the supplier must attend the conference in its entirety to be eligible for contract award.

2.3 PROPOSAL DUE DATE

All proposals are due in the Division of Purchasing of City of Stockbridge located in the **City of Stockbridge City Hall, 4640 North Henry Boulevard Stockbridge, GA 30281** on or before **Thursday, February 18, 2021, (3:00PM) EDT**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the City of Stockbridge Purchasing Division. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

Each envelope or package on the outside shall be clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES**

City of Stockbridge City Hall
4640 North Henry Boulevard Stockbridge, GA 30281
RFP Due Date: Thursday, February 18, 2021, (3:00PM) EDT

2.4 SUBMITTAL REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal/bid submittal delivered to the City of Stockbridge Procurement Division for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, FedEx, the proposer shall be responsible for its timely delivery to the Purchasing Division. **All bids must be Mailed Only to the City at the address listed in the bid. Proposer should obtain tracking receipt and provide proof of the receipt via email within 3 days after bid opening date.**

2.4.1 BID OPENING

Beginning May 1, 2020, the City of Stockbridge Procurement Division, began conducting bid openings 100% online! For your convenience, bids will be opened and live streamed Wednesday at 12:01 p.m. via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person bid openings.

To view the bid opening, please visit the City of Stockbridge Procurement website at <https://stockbridgega.municipalcms.com/pview.aspx?id=4640&catid=72> and click Join Meeting.

2.5 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Procurement Division contact person, Lindell Y. Miller, Purchasing Manager at ProcurementDivision@CityofStockbridge-ga.gov , 4640 North Henry Boulevard Stockbridge, GA 30281. Any response made by the City shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

2.6 REQUEST FOR PROPOSAL “SCHEDULE OF EVENTS”

Below is the current Schedule of Events, in local time (EDT), that will take place in the procurement process. The City reserves the right to make changes to the schedule as the City determines is in its best interest. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Provider shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Provider to be disqualified.

EVENT	DATE
Request For Proposals Issued to Public	Thursday, December 24, 2020
Pre-Proposal Meeting (Non-mandatory) The Non-Mandatory Pre-Bid Tele-Conference Meeting Cisco WebEx https://www.cityofstockbridge.com/pview.aspx?id=4640&catid=0	Thursday, January 7, 2021, (10:00 A.M, EDT)
Last Day for Questions to be Submitted	Friday, January 22, 2020 (12:00 noon, EDT)
RFP Submittal Due Date	Thursday, February 18, 2021 (3:00 PM, EDT)
Project Manager – Decius Aaron, Public Works Director	

2.7 NO CONTACT DURING THE PROCUREMENT PROCESS

It is a request of the City that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City Manager's recommendation to the Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.8 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the City's consideration as set forth in this section of this RFP. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **January 22, 2020 (12 Noon) EDT.**, local prevailing time. City reserves the right to post an addendum at any time prior to the bid opening date and it is the responsibility of the proposer to view the City's website for any all-addendum post for specified solicitation. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification nor interpretation, and that the City's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be Submitted in writing via letter or email to the designated Purchasing Representative:

Purchasing Manager: Lindell Y. Miller
Email: ProcurementDivision@CityofStockbridge-ga.gov

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the City website <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the City shall be binding on the City. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the City. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the City may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the City website, <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>. These addenda will be issued by, or on behalf of, the City and will constitute a part of this RFP.

Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.9 PREPARATION OF PROPOSALS

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the proposer's request and expense if items are not destroyed by testing.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied.

- f. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration.
- g. Final determination of equivalency will be determined by the City of Stockbridge.
- h. Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope.
- i. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- j. Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

2.10 REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify The Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- b. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

2.11 PROPOSAL AND CONTRACT DOCUMENTS

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners

do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. **Contract Term** - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Proposer.

2.12 EXCEPTIONS AND OMISSIONS

Any exceptions to the specifications and/or terms and conditions must be addressed during The question/clarification and addendum phases.

2.13 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

2.14 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

2.15 CODES, PERMITS, FEED, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the

same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

- b. State Law regarding Worker Verification requires that all who enter a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City Proposer agrees that in the event the Proposer employs or contracts with any subconsultant(s) in connection with the covered contract, the Proposer will secure from the subconsultant(s) such subconsultant(s) indication of the employee-number category applicable to the subconsultant, as well as attestation(s) from such subconsultant(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the Proposer and will become part of the contract.

2.16 SAFETY

All vendors and subconsultant performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Proposers and subconsultant shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2.17 DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

2.18 STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Proposer's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

2.19 NON-COLLUSION

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 -68.6 through

59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

2.20 NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Proposer, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be Excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

2.21 DRUG FREE WORKPLACE CERTIFICATION

By signing the Supply Service Contract form, the Proposer certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to The "Drugfree Workplace Act" have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Proposer's employees during performance of the contract; and
- b. Each Proposer who hires a subconsultant to work in a drug-free workplace shall secure from that subconsultant the following written certification: "As part of the subcontracting agreement with (Proposer's name), (Subconsultant's name) certifies to the Proposer that a drug-free workplace will be provided for the subconsultant's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
- c. The Proposer further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- d. Proposer may be suspended, terminated, or debarred if it is determined that:
 - (1) The Proposer has made false certification hereinabove; or
 - (2) The Proposer has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

2.22 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Proposer understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Proposer further agrees that such compliance shall be attested by the Proposer and any of his Subconsultants by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Proposer.

2.23 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the Proposer or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The Proposer must execute a SA VE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the Proposer is not a U.S. citizen, then the local government must run that Proposer through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

2.24 DELIVERY AND F.O.B. DESTINATION

- a. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

2.25 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive,

responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

2.26 AUTHORITY TO SIGN

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

2.27 PROPOSAL SECURITY AND PERFORMANCE BONDS

Bid Bond - the Consultant Company awarded the contract for the project must provide a Proposal Bond in the amount not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

2.28 RFP SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibit I, II, and III** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

2.29 EVALUATION PROCESS

The Evaluation Committee (EC) will be responsible for ranking and recommending the most qualified firms(s) to City Council for award. The process for this procurement may proceed in the following manner: The Procurement Division delivers the RFP submittals to agency staff for summarization for the Evaluation Committee members. The appropriate department will review the litigation history and the Finance Department will review the financial portion of the submittals. Staff will also identify any incomplete responses. The Procurement Manager Procurement will review the information and will make a recommendation to the Evaluation Committee as to each firm's responsiveness to the requirements of the RFP.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee. All firms that are found to be both responsive and responsible to the requirements of the RFP may have an opportunity to make an oral presentation to the EC and discuss their proposal to illustrate to the Evaluation Committee their approach to the scope of work. If interviews are requested by the City, staff may provide a list of subject matter for the discussion and each firm will be given equal time to present but the question and answer may vary.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee.

All proposals will be evaluated using the Evaluation Criteria and the detailed scope of services in **Exhibit I, II, AND III**, and requirements throughout this RFP.

2.30 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Proposer. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the SC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

2.31 CITY'S TAX EXEMPTION

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

2.32 AWARD OF CONTRACT

- a. The City intends to award the contract for one (1) year with an option to renew for four (4), one (1) year periods. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>, the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and Georgia Municipal Association <https://www.glga.org/>
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on

them proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).

- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

Responsibility - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.
- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award.
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Proposer for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

2.33 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

2.34 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the City as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.35 RESERVED RIGHTS

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the City depending on available competition and timely needs of the City. There is no obligation on the part of the City to award the contract to the lowest proposer and the City reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

2.36 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of City shall apply. This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a proposal/Bid in reference to this solicitation, a Proposer acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this solicitation by reference.

2.37 CONTROLLING LAW, VENUE

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its

interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

2.38 PROPOSER AS INDEPENDENT PROPOSER

In conducting its business hereunder, Proposer acts as an independent Consultant and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Proposer's employees shall be the sole responsibility of Consultant.

2.39 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful Proposer shall not be sold, not be assigned or transferred by Proposer by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Proposer, or with a business entity which is merged or consolidated with Proposer or which purchases a majority or controlling interest in the ownership or assets of Proposer without the prior written consent of the City of Stockbridge.

2.40 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Consultant's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Proposer shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Proposer accepts the relationship of trust and confidence established by the award Of this proposal solicitation. The Proposer covenants with the City to utilize the Proposer's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

2.41 DEFAULT AND TERMINATION

a. Termination by Consultant

The agreement resulting from this proposal shall be subject to termination by Consultant In the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Proposer to remedy the same.

b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the Proposer fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Consultant in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Proposer to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Proposer fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Proposer and order the Proposer to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Consultant files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Proposer and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Consultants' failure to conduct services according to the approved proposal specifications.
- (4) Consultants' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Consultant's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract

elsewhere if available from an alternate source.

- (7) The Proposer agrees by its proposal submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

2.42 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

2.43 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

2.44 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in the attached Insurance Form in this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance ("COI") with policy limits equal to or greater than the limits outlined in **EXHIBIT I, II AND III – DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

2.45 ACCURACY OF RFP AND RELATED DOCUMENTS

The City assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 2.5 in writing at the following address: City of Stockbridge Purchasing Division City Hall, 4640 North Henry Boulevard, Stockbridge, Georgia, 30281. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.46 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded that they should only contact the person designated by the RFP.

Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work.

Except with respect to events or conditions, which are not discoverable, the Proposer shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the City.

Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

2.47 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

2.48 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The City, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The City has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the City's decisions in this regard. Marking all or substantially all a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the City, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.49 CITY RIGHTS AND OPTIONS

- a. This RFP constitutes an invitation to submit Proposals to the City. Without limitation or penalty, the City reserves and holds at its sole discretion, the following rights and options:
- b. This RFP does not obligate the City to select, procure or contract for any services whatsoever.
- c. The City reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- d. The City reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the City.
- e. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the City will be borne by the Proposer.
- f. The City reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the City's determination.
- g. The City may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.

- h. The City reserves the right to waive any technicalities or irregularities in the Proposals.
- i. The City reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- j. The City may request Proposers to send representatives to the City for interviews and presentations.
- k. To the extent deemed appropriate by the City, the City may select and enter discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- l. The City reserves the right to discontinue negotiations with any selected Proposer.
- m. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- n. All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the City and will not be returned, and the City reserves the right to utilize all such information contained in the Proposals without further cost to the City
- o. The City may add to or delete from the Project Scope of Service specifications set forth in this RFP.
- p. Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- q. Neither the City, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- r. The City, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- s. By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.50 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer.

In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered in connection with developing the Proposal. There shall be no claims whatsoever against the City, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.51 TERMINATION OF NEGOTIATIONS

The City at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the City determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The City will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the City.

2.52 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the City will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the City of Stockbridge Purchasing Division, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all the qualification requirements. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

2.53 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Finance Director or designated representative.

2.54 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request For Proposals is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the City cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act.

All bidders/proposers intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements.

For additional information on the E-Verify program or to enroll in the program, go to: [HTTps://e-verify.uscis.gov/enroll](https://e-verify.uscis.gov/enroll).

2.55 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.56 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

2.57 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

2.58 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it nor its subconsultant are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

2.59 GENERAL REQUIREMENTS

- a. Proposals may be withdrawn upon receipt of a written request prior to the Stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim.
- b. City of Stockbridge shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be considered in determining acceptability.
- c. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
- d. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the City of such defect, damage or deficiency.
- e. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the City with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the City is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
- f. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
- g. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Council.
- h. In case of default by the successful Offeror, City of Stockbridge may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
- i. All proposals and bids submitted to the City of Stockbridge subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18- 70 et seq.

2.60 MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The City is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year.

a. Commencement Term

The “Commencement Term” of this Agreement shall begin on the date of execution of the Agreement in the year January 1, 2020, the starting date, and shall end absolutely and without further obligation on the part of the City on the 31st day of December 2020. The Commencement Term shall be subject to events of termination and the City’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the City’s obligation to make payments provided under this Agreement shall be subject to the City’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the City’s governing body and such obligation shall not constitute a pledge of the City’s full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the City upon the approval of the City Council for four (4) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the City Manager or City Council for the calendar year of such Renewal Term. If approved by the City Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2021 and shall end no later than the 31st day of December 2021. If approved by the City Manager or City Council, the Second Renewal Term shall begin on the 1st day of January 2022 and shall end no later than the 31st day of December 2022. If the City chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

Remainder Left Blank Intentionally

SECTION
3.0

3.1 SUBMISSION REQUIREMENTS

All Proposals, including all attachments, must be received by the City in a sealed package no later than **Thursday, February 18, 2021 (3:00 PM) EDT** and must be addressed to:

REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES
City of Stockbridge, City Hall
Procurement Division
4640 N. Henry Blvd., Stockbridge GA 30281

The Proposal shall consist of all documents listed on the Required Submittal Checklist (Exhibit III), Evaluation Criteria and the Scope of Services listed in Exhibit I. The Proposal shall include proposer information, technical information, business related information, and any Technical Proposal forms requested, sealed, marked and packaged.

The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES
CITY OF STOCKBRIDGE, CITY HALL
Proposer's Name and Address

The Request For Proposals (RFP) requirements, responses shall **consist of one (1) signed, original that is marked "ORIGINAL" and five (5) bound photocopies that are identical to the original and marked "COPY" and one (1) flash drive containing a pdf format of the RFP submittal.** Minimum font size of eleven (11) shall be used. All pages shall be single sided.

Failure to submit the RFP response in the manner specified herein or failure to closed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the City reserves the right to determine, at its

sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section.

Response packages do not have to be professionally produced nor professionally packaged. Regarding the Evaluation Criteria: each firm has a continuing obligation to provide the City with any material changes to the information requested. The City reserves the right to obtain additional information from interested individuals /firms. To assure consistency, proposals must conform to the format contained herein. Paper size: 8½” x 11”. Larger charts and graphs may be provided if folded neatly to 8½” x 11” and the following items, in the order presented below, with tabs between the sections must be included:

Evaluation Criteria	Tab Number
The Proposal shall include the appropriate and requested information in enough detail to demonstrate the Proposer’s knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer’s responses to the criteria described below. Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable	
Section 1 – Letter of Transmittal - The Proposer’s name, mailing address, telephone number and nearest office location. - Letter of Transmittal. Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. The letter should include a narrative statement of the Consultant’s approach to providing the Services solicited in this RFP. - A statement that the proposal is in response to the RFP for PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES CONSTRUCTION.	Tab 1
Section 2 – Executive Summary Proposer shall submit their approach to the work as it relates to the contract, understanding of the contract’s goals and objectives and a demonstrated understanding of the contract’s potential problems and concerns in a brief executive summary and provide primary local contact person(s) and telephone number(s)	Tab 2

a. Total number of company's local full-time employees b. Year company was established c. Description of the company's background and size. d. Description of the company's corporate structure, including whether the company is under the control of any other corporation or organization. Include the legal status of the organization. A declarative statement as to whether. a. Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years. b. Proponent has within the past five (5) years filed (or had filed against it) any bankruptcy or insolvency proceedings, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee or assignee for the benefit of creditors. If so, please provide an explanation. c. Proponent has failed to complete work, or a contract awarded to proponent. If so, please provide an explanation; and d. Proponent or any of the Proponent's employees, agents, independent contractors or Sub-Contractors have been convicted of, or pled guilty or nolo contendere to any felony. If so, please provide an explanation and details. e. Provide a summary of the other sections of the Proposal. All Sections should fit together into a well-organized highlight of the significant points of the Proposal	
Section 3 – Experience and Qualification of Key Staff Provide the names, education, certifications, licenses and registrations for individuals who will be assigned to the project as Key Staff. Also, describe each participant's experience on projects of similar size and scope as required by this RFP, including but not limited to the following: a. Provide an experience matrix that summarizes the involvement of the named Key Staff on projects listed in the Proponent's experience matrix over the last five (5) years. (11" x 17" sheet of paper allowed). b. Provide resumes showing professional qualifications for Key Staff. List five (5) relevant projects, including: Client name and location; Project description; Role of the individual; Project actual or expected completion date; and Reference Contacts; and c. Submission of the names for Key Staff constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with	Tab 3

the prior written consent of the City. In the event there is a need to replace Key Staff or Team Members during the course of the project, Proponent must describe its backup personnel plan. d. Consultant staff assigned to execute the scope of services must have relevant experience in providing the necessary services as described under the scope of services. All personnel assigned to the work shall possess appropriate certifications or registrations as required by state agencies. Such certifications include, but not are limited to: e. Chief Building Official (5 Years Overall Experience with 3 Years Supervisory Experience). See Exhibit I, II, and III, Detailed Scope Services and specifications listed in the RFP.	
Section 4 – Experience and Qualifications Firm and Team a. Describe proposer’s experience in PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES CONSTRUCTION for the past five (5) years regarding the proposer. Include the following for each project: b. Provide a delineation of the roles assigned to the team members and all proposed Sub-consultants. a. Provide an organizational chart of proposed team indicating the role each team member will fulfill (11” x 17” paper allowed). b. Describe team members experience working together in a blended, integrated team environment. c. The Proponent shall identify any outside specialized Consultants that intends to use as a Sub-contractor for the management of the work, or major portion thereof. The Proponent shall submit information on the Sub-contractor, which shall include specialized Sub-contractor’s resume, company history, address, details of experience with similar type of municipal or city projects during the last five (5) years and copy of licenses and certificates required for all services to be provided under the Scope of Services. Proponent must provide a reference and release form for each proposed sub-contractor identifying work on projects similar to that to be performed under this RFP; and d. Describe the Proponent’s current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the City and its other contractors. List office addresses and total number of employees, and the number of both professional and support employees located at the company’s supporting offices. Also, list Proponent’s geographical location of the office	Tab 4

that will be primarily responsible for assigned projects, and where the work will be accomplished. e. Experience of firm and key staff & personnel. Characterize the Consultant's Firm understanding of the RFP's principal requirements and describe The Consultant's Firm expertise and experience in building and inspections. Provide a detailed resume of employees that will be assigned to work on the contract. Special emphasis will be focused on the Consultant's Firm's staff experience and their ability to demonstrate previous experience and special knowledge in the inspection services requested. Specifically show how the proposed organization with staffing will provide the City with the quantity and quality of service necessary to meet the City's needs. f. Experience in building and inspections. Consultant must characterize their understanding of the RFP's principal requirements and describe their expertise and experience in permitting and building inspections. The Consultant must provide a detailed resume of employees that will be assigned to this project and special emphasis will be focused on Consultant's experience and ability to demonstrate previous experience and special knowledge in the inspection services requested. State all locations, and dates of operation; the types and size of events; if appropriate, the numbers and kinds of employees involved; and any other relevant details, which would indicate Consultant's capability to perform such services. Detail key risk areas that are to be mitigated to facilitate success. Outline Consultant's approach towards achieving successful mitigation. Consultant must explain years of experience with providing permitting and building inspection services. See Exhibit I, Detailed Scope Services and specifications listed in the RFP.	
Section 5 – Technical/Project Management Approach Technical and Management Approach. Proponent should describe the procedures and methods that will produce the required outcomes for the project specified herein. Proponent should explain its approach in terms of management, organization, process, tools and techniques, staff and quality assurance/quality control. Such information should include but not be limited to: a. Provide a brief description of your company's structure and capabilities. b. Describe in detail your approach and process for permitting and building inspection services; and c. Provide a detailed schedule with your proposal for the project which includes critical milestones.	Tab 5

d. Consultant must demonstrate innovative practices to supplement the efforts of municipal departments to increase safety while providing helpful and attentive service to the departments and public they serve. Project Management: a. Describe how the project will be organized and managed. b. Describe progress for reporting procedures during the project for new employees. c. Include the anticipated use of subcontractors or vendors; and d. Describe the resources necessary to accomplish the purpose of the project. e. The Consultant shall have a Project Manager (Chief Building Officer) representing their company and any/all your company's subcontractors that are part of this project. Indicate your strategies for quality control, issue anticipation and resolution throughout the project, your methodology for coordination and issue tracking, as well as any other information you feel is pertinent. This section shall be signed by an authorized representative of the prospective Proposer See Exhibit I, II, and III Detailed Scope Services and specifications listed in the RFP.	
Section 6 - Cost Proposal The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 2020-0027 for "PERMITTING AND BUILDING INSPECTION SERVICES" on the outside of the envelope. DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive. Responders are required to submit their costs on <i>Cost Proposal Forms</i> Responder shall not alter the cost proposal form. The respondent with the lowest total cost will receive the full 25 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 25, the total points allowed for cost. The City has established the following formula to evaluate cost proposals for Request for Proposals (RFP): <u>Lowest cost submitted</u> Each successive cost X Points allocated for cost in RFP = Cost proposal score	Tab 6

See Exhibit II Cost Proposal Summary Form	
Section 7 - Location Identify the office location responsible for this project. Supply legal firm name, headquarters address, local office addresses, satellite offices and warehouse addresses, if applicable. State of incorporation, and key firm contact names with their phone numbers and e-mail addresses.	Tab 7
Section 8 - Recent, Current, and Projected Workloads of the Firms – List all current clients, during the past five (5) years, both completed and active with approximate percent complete.	Tab 8
Section 9 - Proposer Financial Information a. It is the practice of the City to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work. b. If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime Proposer. The following documentation is required in order for the City to evaluate financial responsibility: a. Provide your firm's most recent balance sheets. b. Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report. c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution. d. Provide a sworn statement that your firm has not filed petition(s) for Federal Bankruptcy or state insolvency. The statement must be notarized.	Tab 9
Section 10 – Litigation The City will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization.	Tab 10

If the vendor is a Joint Venture, the information provided should encompass the Joint Venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the Joint Venture. Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsiveness by the Purchasing Manager.	
Section 11 - Business Licenses, Licenses, and Insurance Evidence that your proposer and/or persons performing the work are licensed to do business in the State of Georgia. Proof of insurance as listed. Evidence of possession of required licenses or business permits. Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning. Attach copies of all such licenses issued to the business entity. List any regulatory or license agency sanctions. If there are none, state none.	Tab 11
Section 12 – References Proposer is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Proposer should use the appropriate reference form to distribute to its reference organization/firm to complete and return to the proposer's attention. Proposer should submit the completed Reference Verification Form with its response. The City will verify references provided as part of the review process. Provide a minimum of five (5) references that are comparable in scope, size, and clients within the last five (5) years. Governmental/Public entities are preferred. EXHIBIT VI, REFERENCE VERIFICATION FORM	Tab 12
Section 13 – Documents and forms required by the City Please provide all other documents and forms not included in the above sections. <u>For informational purpose only</u>, the City also request that the consultant provides the City with a percentage of fees option based on permit and plan checks fees collected. Should the City adopt a fee schedule, the percentage could be negotiated. The city may request that the consultant assist the city with a most effective and comprehensive fee schedule based on the City's, population and character. the fees option should be based on monthly collected fees up to \$20,000 a month and over \$20,000 a month.	Tab 13

PROPOSAL EVALUATION – SELECTION CRITERIA

City's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the City's staff. The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the City's intention to select a

firm which is the most qualified to meet the City's needs. The award shall be based on but not limited to the following factors:

RFP Evaluation Criteria	Scoring Value Maximum Points
1. Experience and Qualification of Key Staff This criterion measures the overall organization infrastructure of Consultant's well-thought-out approach in undertaking the required services. Experience of Consultant's ability to lead and manage these services as well as the experience and resources of Consultant will be carefully considered. Key factors to be considered are experience in providing these types of services, professional credentials and leadership, reputation in the industry and the references provided or obtained. The quality and timeliness of the contractors past performance of previous contracts and Consultant's plan on how the future responsibilities will be handled. Characterize the Consultant's Firm understanding of the RFP's principal requirements and describe The Consultant's Firm expertise and experience in building and inspections. See Section 3.2 Overview Proposal Requirements/Evaluation Criteria and Scope of Services	0 - 40
2. Technical Approach/Project Management Proponents are asked to submit evidence of their experience and qualifications to perform the Services as required by the RFP. The technical proposal shall include responses to all of the information requested in the RFP and shall be tabbed to identify the specific components Proponent should describe the procedures and methods that will produce the required outcomes, which includes innovation, and cost effectiveness for the project specified herein. Proponent should explain its approach in terms of management, organization, process, tools and techniques, staff and quality assurance/quality control. Such information should include but not be limited to: • Provide a brief description of your company's structure and capabilities. • Describe in detail your approach and process for permitting and building inspection services; and • Provide a detailed schedule with your proposal for the project which includes critical milestones. • Consultant must demonstrate innovative practices to supplement the efforts of municipal departments to increase safety while providing helpful and attentive service to the departments and public they serve. See Section 3.2 Overview Proposal Requirements/Evaluation Criteria and Scope of Services	0 - 35

3. Cost Proposal The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 2020-0027 for "PERMITTING AND BUILDING INSPECTION SERVICES" on the outside of the envelope. Responders are required to submit their costs on <i>Cost Proposal Forms</i> Responder shall not alter the cost proposal form. See Section 3.2 Overview Proposal Requirements/Evaluation Criteria, Scope of Services, and Exhibit II Cost Proposal Summary Form	0- 25
MAXIMUM SCORING POINTS TOTAL	100

Total points awarded for price will be determined by applying the following formula:

(Lowest Overall Cost /Proposer's Price) x 25 = Price Score

Please note that prices may be negotiated in the best interest of the City after the scoring is completed

EXHIBIT I
DETAILED SCOPE OF SERVICES
REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES

1. SCOPE OF WORK

The Scope of Services (SOS) contained in this RFP includes, but may not be limited to, a broad array of services that may be performed over a period of time in order to meet the City's initiatives. The City will determine the services to be performed. Nothing in this RFP constitutes an assurance that a particular item of work will be performed by the successful Consultant. The City reserves the right to request all, some or any combination of services identified in this Scope of Services. When the City desires any Services contemplated under this Scope of Services, the City will contact the successful Consultant and authorize such Services. It is understood and agreed to by the Proponent that Services performed under the Scope of Services of this RFP shall include, but not be limited to, the Services described below and as desired by the City.

The City is committed to efficiently delivering services to residents and businesses. The City is requesting proposals for qualified consultant(s) to provide Permitting and Building Inspection Services. The City seeks a qualified consultant(s) to work with the City and its citizens to promote and maintain a safe and desirable community. The consultant(s) must demonstrate the ability to provide customized solutions that are impartial and professional while remaining in conformance with standards. The consultant(s) must provide the full scope of Building Code Administration and Services including administration, permitting, building permit inspection, code compliant inspections, and reviews of all types of construction plans. Demonstrate an understanding of the importance of coordination with city staff, city departments, governmental agencies, and exercise an appropriate level of professional judgment in resolving issues. Also, the consultant(s) must demonstrate a customer service approach that is pro-active and educational that includes a variety of means and methods that promote public outreach.

The requested scope of services includes comprehensive Permitting and Building Inspection Services as described below. One or more consultants may be selected to enter into agreements for either the Permitting and Building Inspection Services or a single consultant may be selected to provide the entire scope of work.

For informational purpose only, the City also request that the consultant provides the City with a percentage of fees option based on permit and plan checks fees collected. Should the City adopt a fee schedule, the percentage could be negotiated. The city may request that the consultant assist the city with a most effective and comprehensive fee schedule based on the City's, population and character. the fees option should be based on monthly collected fees up to \$20,000 a month and over \$20,000 a month.

2. BUILDING CODES ADMINISTRATION SERVICES

The services include:

Administration

- 2.1. Serve as the City's Chief Building Official
- 2.2. Provide a building code team to facilitate building code, plan review and inspection services; and
- 2.3. Apply adopted building codes, including:
 - 2.3.1. 2012 International Building Code w/ Georgia Amendments.
 - 2.3.2. 2014 National Electrical Code.
 - 2.3.3. 2012 International Fuel Gas Code w/ Georgia Amendments.
 - 2.3.4. 2012 International Mechanical Code w/ Georgia Amendments.
 - 2.3.5. 2012 International Plumbing Code w/ Georgia Amendments.
 - 2.3.6. 2012 International Residential Code w/ Georgia Amendments.
 - 2.3.7. 2009 International Energy Conservation Code w/ Georgia Amendments.
 - 2.3.8. 2012 International Fire Code w/ Georgia Amendments.
 - 2.3.9. 2012 NFPA 101: Life Safety Code w/ Georgia Amendments.
 - 2.3.10. 2012 International Residential Code, Appendix G w/ Georgia Amendments (Swimming Pools, Spas and Hot Tubs).
 - 2.3.11. 2006 International Existing Building Code w/ Georgia Amendments.
 - 2.3.12. 2006 International Property Maintenance Code w/ Georgia Amendments.
 - 2.3.13. 2003 National Green Building Standards w/ Georgia Amendments; and
 - 2.3.14. 2010 Georgia Accessibility Code.
- 2.4. Enforce the building codes, including issuing stop work orders, investigating complaints 17 concerning code violations, addressing any proceedings related to the correction of identified building code deficiencies.
- 2.5. As currently exist and as may be amended, enforce the American Disabilities Act (ADA) Standards for Accessible Design and the Georgia Accessibility Code, including issuing stop work orders, investigating complaints concerning violations, addressing any proceedings related to the correction of identified accessibility code deficiencies.
- 2.6. Enforce adopted codes with regard to unsafe structures, existing building, rental property maintenance and energy code compliance.
- 2.7. Demonstrate experience and applied knowledge in the aspects of plan review and building and construction inspections of both commercial and residential structures.
- 2.8. Demonstrate experience and applied knowledge in the aspects of plan review and building and construction inspections related to Main Street District and historic structures.
- 2.9. Work with Community Development Staff to ensure compliance with zoning conditions, certificate of appropriateness, and conditions of approval.
- 2.10. Process code clearance request as related to business registration and another project, as needed.
- 2.11. Interpret building codes to provide clarification as needed.
- 2.12. Provide emergency disaster response as it relates to building codes.
- 2.13. Review and recommend local ordinances as they relate to the building codes.

- 2.14. Provide training for inspectors on City building related ordinances and amendments.
- 2.15. When directed, attend City Council, Planning Commission, and other meetings.
- 2.16. When directed, attend staff level meetings with city staff, public officials, community leaders, developers, contractors and the general public.
- 2.17. Attend, as needed, pre-application meetings.
- 2.18. Offer services and knowledge of building department functions to address design, format, and frequency of reports, forms, letters and correspondence.
- 2.19. Provide and complete all agreed upon forms, reports, letters or other correspondence as are required by the City.
- 2.20. Participate in the development and implementation of the City's objectives, policies and priorities.
- 2.21. Assists other City departments and divisions with various other tasks relating to various Building Codes including but not limited to investigations, attending meetings, etc.
- 2.22. Provide exceptional customer service by assisting customer with the permitting process; and
- 2.23. Performs related work as required.

Inspections

- 3.1. Coordinate all building related inspection requests.
- 3.2. Perform inspections of residential and nonresidential buildings to determine that construction activity complies with approved plans and/or applicable codes and ordinances;
- 3.3. Perform all inspections as per adopted building codes and local amendments.
- 3.4. Provide inspection consultations to citizens, applicants, and contractors.
- 3.5. Perform code clearance inspections related to business license, as necessary.
- 3.6. Observe safety and security procedures and immediately report potentially unsafe conditions.
- 3.7. Perform all inspections called in before 4:00 PM no later than end of business on the following business day.
- 3.8. Identify and document any areas of non-compliance and suggest alternate means when appropriate.
- 3.9. Issue stop-work notices for non-conforming building activities; and
- 3.10. Utilize best practice related to the inspection, resulting, and reporting process as approved by the Chief Building Official. Plan Review.

Permitting

- 4.1. Coordinate all building related inspection requests for inspector processing.
- 4.2. Reviews plans, engineering, and permit documents and other pertinent information at the public counter in order to verify accuracy and completeness of information.
- 4.3. Determines permit, plan, and process requirements for prospective applicants.

- 4.4. Reviews building plans and permit application for completeness and compliance with established codes, ordinances, policies, and procedures
- 4.5. Processes Permit applications, and plan intake
- 4.6. Determines processing needs for projects
- 4.7. Assist building inspectors by performing code and records research and compiling.
- 4.8. Provides information to members of the public/ permit applicants regarding building permit requirements, inspection, and general requirements of the permit process.
- 4.9. Responds to telephone inquiries regarding permits, permit processes, building codes, and other related ordinances and laws.
- 4.10. Processes and issues building, electrical, plumbing, mechanical, grading and other related permits.
- 4.11. Calculates fees based on established schedules
- 4.12. Coordinates with Zoning and Public Works departments.
- 4.13. Monitors approval of plans by other departments and agencies.
- 4.14. Maintains computer files and other manual logs on all building permits and related documents.
- 4.15. May balance daily permit receipts and prepare appropriate monthly reports for submittal to department head.
- 4.16. Observe safety and security procedures and immediately report potentially unsafe conditions

Enforcement

- 5.1. Enforce compliance with all building codes including, but not limited to, building, electrical, plumbing, use and occupancy classification, general building heights and areas, construction type, accessibility, energy code, and foundation; and
- 5.2. Document areas of non-compliance using written records, electronic communications, photographs or other appropriate means.

Records and Recording

- 6.1. Maintain proper legal record and files concerning construction and building code administration at the Community Development Department or at such other locations as approved by the Community Development Director.
- 6.2. Keep daily logs of building permit and inspection activities and submit an itemized monthly

report of all service activities to the Community Development Director. This should be in electronic format where appropriate. Said reports may be provided upon request; and

6.3. Reports

EXHIBIT II
COST PROPOSAL SUMMARY FORM
REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING SERVICES INSPECTION

Proponent is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily complete the Services requested in this RFP per phase and for

the Total Cost as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Cost Proposal Form. Please do not make modifications to this form as any change may render Proponent's proposal nonresponsive. Please complete the form in its entirety. Any alternate or optional fee structures must be submitted on a separate sheet and shall not be submitted in lieu of this Cost Proposal Summary Form.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with the City of Stockbridge according to the Request for Proposal documents.

Please provide the following information:

Name of Consultant:

Mailing Address of Consultant:

City:

State: _____ Zip Code: _____

Telephone: _____

Email:

Fee Amount Proposed: \$ _____

Company Name

Date

Name of Authorized Representative

Authorized Representative's Signature

Contact Person Submitting Proposal:

Title of Contact Person: _____

Telephone Number: _____



City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

SIGNATURES If sole owner, sign here: I sign as sole owner of the business named above.

_____ Date _____

If partnership or corporation: One or more partners or corporate officers sign here:

The undersigned certify that they sign this proposal with full and proper authority to do so.

By: _____ Title _____

By: _____ Title _____

Date: _____

END OF PROPOSAL FORM

3.4 REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.

- c. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

3.5 PROPOSAL AND CONTRACT DOCUMENTS

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied By an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized Agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Contractor.

3.6 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments

to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

3.7 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

3.8 CODES, PERMITS, FEED, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- a. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the contractor and will become part of the contract.

3.9 SAFETY

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

3.10 DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

3.11 STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

3.12 NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

3.13 DRUG FREE WORKPLACE CERTIFICATION

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

- c. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana During the performance of the Contract.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:

- (1) The Contractor has made false certification hereinabove; or

- (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 5 0-24-3.

3.14 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Contractor.

3.15 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SAVE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The contractor must execute a SAVE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government must run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SAVE program.

3.16 DELIVERY AND F.O.B. DESTINATION

- A. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible Time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

3.17 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses

is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

3.18 CITY DIRECTION OF PROJECT SITE AND MONITORING OF WORK

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of the City of Stockbridge. The Contractor shall provide and make available an appointee to the City for project coordination and supervision of Proposer installation personnel. Coordination consist of meeting with the City of Stockbridge representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Proposer will promptly correct all work rejected by the City as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether fabricated, installed, or completed. The successful Proposer will bear all costs of correcting such rejected work.
- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation are completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The City will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the City reserves the right to make other arrangements to have the area cleaned and the City shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of the City facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- e. All information disclosed by the City to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

3.19 AUTHORITY TO SIGN

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

3.20 PROPOSAL SECURITY AND PERFORMANCE BONDS

- a. **Bid Bond** - the Consultant Company awarded the contract for the project must provide a Proposal Bond in the amount not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.
- b. **Payment Bond** - the Consultants Company awarded the contract for the project must provide a Payment Bond in the amount equal to one hundred percent (100%) of the Consultant Price prior to the execution of the Contract.
- c. **Performance Bond – Consultants** Company awarded the contract for the project must provide a Performance Bond in the amount equal to one hundred percent (100%) of the Consultant Price prior to the execution of the Contract.

3.21 RFP SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibits** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

3.22 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers /

Providers may be requested to demonstrate the nature of their offered solution to the EC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

3.23 CITY'S TAX EXEMPTION

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

3.24 AWARD OF CONTRACT

- a. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry.
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).
- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

Responsibility - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.

- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award.
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal Documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Contractor for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated or the proposal project.

3.25 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

3.26 CONTROLLING LAW, VENUE

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

3.27 CONTRACTOR AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

3.28 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of the City of Stockbridge.

3.29 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- d. The Contractor accepts the relationship of trust and confidence established by the award Of this proposal solicitation. The Contractor covenants with the City to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

3.30 DEFAULT AND TERMINATION

a. Termination by Contractor

The agreement resulting from this proposal shall be subject to termination by Contractor In the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved proposal specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Contractor agrees by its proposal submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause

over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

3.31 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

3.32 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by The City for satisfactory compliance with the general terms, conditions and specifications of the proposal, by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

3.33 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in the attached Risk Management form in this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance (“COI”) with policy limits equal to or greater than the limits outlined in **EXHIBIT I, II AND III– DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

3.34 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

3.35 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

3.36 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

3.37 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

3.38 PRICE VALIDITY

Prices provided in this Request For Proposal (RFP) are valid for 120 days from the time of the RFP opening. The City shall award contract within this period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded. Successful proposer awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

BID FORM SIGNATURE(S)

The Corporate Seal of

_____ (Bidder - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

INSURANCE AND RISK MANAGEMENT PROVISIONS

RFP No. 2020-0027 PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES – A copy of the Contractor’s current evidence of insurance via a certificate of insurance **MUST** be provided with the response to this RFP. A formal certificate shall be provided upon announcement that the selected Architect/Engineering firm has been awarded the work

It is The City of Stockbridge Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

Accordingly, the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	By Accident	Each Accident	\$1,000,000
Employer's Liability Insurance	By Disease	Policy Limit	\$1,000,000
Employer's Liability Insurance	By Disease	Each Employee	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	Aggregate	\$3,000,000

Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$ 300,000
Medical Payments for Participants	Limits	\$25,000

*CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations**

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
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(Including operation of non-owned, owned, and hired automobiles).

3. UMBRELLA LIABILITY

(In excess of the above noted coverages) Each Occurrence \$1,000,000

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If the City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

City of Stockbridge Government
Procurement Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable). **Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall always erect and properly maintain as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**EXHIBIT VI
REFERENCE VERIFICATION FORM**

SOLICITATION NUMBER: RFP NO. 2020-0027

SOLICITATION TITLE: **PROFESSIONAL PERMITTING AND BUILDING
INSPECTION SERVICES**

PROPOSING FIRM (List name exactly as provided in proposal):

Date of Verification:

Reference Organization:

Project Verified (Include the Project Name / Title and a brief description of the Project):

Person Contacted:

Title of Contact:

Telephone Number including extension:

Email Address:

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirement?
3. did the firm provide deliverables as agreed upon?
4. Would you engage this firm again?

Additional comments provided by Proposer's contact:

Signature Date

EXHIBIT V
REQUIRED CERTIFICATIONS/ATTACHMENTS
REQUEST FOR PROPOSALS. 2020-0027
Checklist

To be deemed responsive to this solicitation, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

Proposer Requirements	Proposer Completed
1. One (1) hard copy of Proposal marked ‘Original’, and five (5) copies on CD/Thumb Drive	☐
2. Technical Proposal	☐
3. Acknowledgement of each Addendum	☐
4. Financial and Litigation Requirements	☐
5. Reference Verification Form	☐
6. Required Certifications and Attachments ☐ Form 1: Non-Collusion Bidding Certificate ☐ Form 2: Non-Collusion Affidavit of Sub-Contractor. ☐ Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions. ☐ Form 4: Ineligibility Certificate. ☐ Form 5: Certification of a Drug-Free Workplace. ☐ Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification. ☐ Form 7: Affidavit Verifying Status for City Public Benefit Application ☐ Form 8: Certification Regarding Lobbying. ☐ Form 9: Bid Submittal Letter. ☐ Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement. ☐ Form 11: Georgia Security and Immigration Sub-Contractor Affidavit. ☐ Form 12: Certificate of Acceptance of a Solicitation Requirements ☐ Attachment 1: Addendum Acknowledgement Form	☐

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who Signed the said bond of said corporation: that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL)

BY _____

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ City of _____, being first
duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or
agent) of _____, the sub-contractor that has submitted the attached
solicitation.

(2) He is fully informed respecting the preparation and contents of the attached solicitation and of all
pertinent circumstances respecting such solicitation.

(3) Such solicitation is genuine and is not a collusive or sham solicitation.

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived
or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham
solicitation in connection with the Contract for which the attached solicitation has been submitted or
refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other Vendor, firm or
person to fix the price or prices in the attached solicitation or of any other Vendor, or to fix any
overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or
to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against
City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached solicitation are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its
agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date) _____

FORM 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The Proposer, _____, certifies to the best of its knowledge and that it and its principals: _____ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

Witness

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of

_____, and it is also whose address is

_____, certifies that the

Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and, it is
also, whose address is _____, certifies that to the best
of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing
services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia Business License or Occupational Tax Certificate, Alcohol License, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and/or contract for:

Name of Applicant

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

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 shall be guilty of a violation of O.C.G.A. Code Section 16-10-20.

Signature of Applicant: _____

Date: _____

Printed Name: _____

*Alien Registration number for non-citizens:

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the ____ Day of _____, 2018.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. Section 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

FORM 8
CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone No: _____

Firm or Company Name: _____

Address: _____

FORM 9

BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned, _____, hereby submits its Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this _____ day of _____, 2018

By

Title

Sworn to and subscribed before me the _____ day of _____, 2018.
Notary Public

My Commission Expires:

Date

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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 services¹ under a contract with **[insert name of prime contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

1O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. *[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

STATE OF GEORGIA
CITY OF STOCKBRIDGE

FORM 11

GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-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 services³ under a contract with **[insert name of prime contractor]** behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

3O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. 4*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM 12

CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) #_____ to #_____ , attachment(s) #_____ to #_____ , and/or appendices #_____ to #_____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto. This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: Date: _____

(Affix Corporate Seal)

ATTACHMENT 1

ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ Date: _____

ATTACHMENT 2
REQUEST FOR PROPOSALS. NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES
GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

SEALED RFP LABEL
PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

SEALED RFP ENCLOSED

DELIVER TO:

City of Stockbridge Purchasing Division
Attn: Purchasing Manager
4640 North Henry Boulevard
Stockbridge, Georgia 30281

REQUEST FOR PROPOSALS. 2020-0027

DATE: Thursday, February 18, 2021

RFP MUST BE RECEIVED BEFORE 3:00 PM

DESCRIPTION:

PROFESSIONAL PERMITTING AND BUILDING SERVICES

All bids must be Mailed Only to the City at the address listed in the bid.

**Proposer should obtain tracking receipt and provide proof of the receipt
via email within 3 days after bid opening date.**