



Where Community Connects

STOCKBRIDGE

CITY COUNCIL

Mayor

Anthony Ford

Mayor Pro Tem Elton Alexander

Councilwoman Yolanda Barber

Councilman John Blount

Councilwoman LaKeisha Gantt

Councilman Alphonso Thomas

CITY MANAGER

Randy Knighton

CITY CLERK

Vanessa Holiday

CITY TREASURER

John Wiggins

CITY ATTORNEY

Quinton G. Washington

Jeremy T. Berry

**Council Meeting
Agenda
May 25, 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, MAY 25, 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
John Wiggins, City Treasurer
Quinton G. Washington, City Attorney
Jeremy T. Berry, City Attorney

ZOOM INFORMATION-

<https://us02web.zoom.us/j/89556373095?pwd=RzM4V3lFYjhjMmVNR01scHRLbDBHUT09>
Passcode: 125187

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

REVIEW OF THE MINUTES

- 1 Review of the Draft Minutes 4/12/2021
- 2 Review of the Draft Minutes 4/27/2021

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.

OLD BUSINESS

- 3 Council Consideration to approve the Development Agreement to complete requirements for Rezoning Case #OR03-15 for property located at 438 East Atlanta Rd. Stockbridge, GA

NEW BUSINESS

- 4 Council Consideration to amend the 2021 Meeting Schedule - Presented by: Vanessa Holiday
- 5 Council consideration to approve Site Engineering to replace thirty-six (36") inch CMP culverts on Hudson Bridge Drive in the amount of \$129,225.00 - Presented by: Decius Aaron
- 6 REQUEST FOR PROPOSAL(RFP) NUMBER 2020-0027P – NATIONAL AUTO FLEET GROUP – SOURCE WELL CONTRACT 120716-NAF - Presented by: Lindell Miller, Brecca Johnson, Decius Aaron
- 7 Council Consideration to approve RFP No. 2019-0007P - Statewide contract number 99999-001-SPD00000155 for Truck Chassis and Truck Bodies to purchase a Landscaping Truck in the amount of \$48,995.00. Funding Source: Public Works Department Budget. - Presented by: Decius Aaron - Presented by:
- 8 REQUEST FOR PROPOSAL (RFP) NUMBER: RFP No. 2018-001Q SPECIAL NONHARZARDOUS WASTE SERVICES AGREEMENT RENEWAL – REPUBLIC SERVICES, INC. - Presented by: Lindell Miller, Decius Aaron
- 9 Request For Qualifications (RFQ) Number 201509-01 - Public Works Facility Construction Change Order – Additional Services - Presented by: Lindell Miller, Decius Aaron
- 10 Council Consideration in support for the I-75 Corridor Coalition.

- Presented by: Randy Knighton
- 11 Council Consideration to approve the Cultural Arts Center Funding

MAYOR'S COMMENTS (Mayor Anthony Ford)

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS- CITY OFFICES WILL BE CLOSED MONDAY, MAY 31ST IN OBSERVANCE OF MEMORIAL DAY. CITY EVENT - Please join the City of Stockbridge for a Virtual Memorial Day Musical Tribute and Remembrance - Monday, May 31, 2021 at 8:00 p.m. 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. □ Main Street Advisory Board/Downtown Development Authority Joint Planning Session Meeting, 9:00 a.m. - noon Via Zoom - (Jun 12) MSAB meeting for June 11th has been canceled. □ City Council Meeting at 6:00 p.m. Via Zoom – 2nd Monday of each month. (June 14) □ Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month (Jun 15) has been canceled. □ Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (Jun 15) □ City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each month unless otherwise noted. (Jun 29) □ Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (Jun 24)

ADJOURNMENT



COUNCIL MEETING SUMMARY MINUTES

MONDAY, APRIL 12, 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

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.

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

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

1. 02/08/2021
2. 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. None

CEREMONIAL

Mayor Ford read proclamations for Paint Henry Blue Child Abuse Awareness Month and Autism Awareness Month.

Ms. Robin Jones of Henry County "Paint Henry Blue" Child Abuse and Awareness thanked the City for the proclamation and for the continued support and attention the City brings to Child Abuse Prevention Awareness; noted the blue/silver pinwheels represent the innocence of a child and is a national symbol for child abuse prevention. Pinwheels reflect the bright future all children deserve. The pinwheel is a positive emblem of the effect we can have when we work together to prevent child abuse.

OLD BUSINESS

3. Council Consideration to approve RFP 2021-0026 for Annual On-Call Water and Sewer Emergency, Operational Repair, Maintenance and Construction Services.

Presented by Lindell Miller, Procurement Manager and Decius Aaron, Public Works Director.

Ms. Miller noted the Public Works Department is requesting Council approval for award of contract number Request for Proposals (RFP) Number 2020-0026, Annual On-Call Water and Sewer Emergency, Operational Repair, Maintenance and Construction to Site Engineering, Inc for an annual amount of \$159,390.00.

Councilman Blount motioned to approve the Site Engineering contract in the amount of \$159,390.00: Second by Councilwoman Gantt. The motion passed 3-1-1 (Barber Opposed/Thomas Abstained). Councilwoman Barber stated for the record her opposing vote was due to there being no cost proposals or criteria for the rankings provided to the Mayor & Council.

4. Council Consideration to approve RFP 2021-0025 for Janitorial Maintenance Services.

Presented by Lindell Miller, Procurement Manager and Decius Aaron, Public Works Director.

Ms. Miller noted The Public Works Department is requesting Council approval to award the contract number Request for Proposals (RFP) Number 2020-0025, Janitorial Maintenance Services, to Intercontinental Commercial Services, Inc; for an annual amount of Eighty-nine thousand, two hundred and eighty dollars, \$89,280.00.

Mayor Pro Tem Alexander inquired the dates of the bid going out and contract expiration date. Ms. Miller noted the City received the specifications on September 24, 2020 with the bid being posted on October 22, 2020 and an addendum to allow more time and there was no contract in place. Ms. Miller also noted the new contract will be for one (1) year with the option to renew for four (4) one-year periods.

Councilwoman Gantt motioned to approve ICS (Intercontinental Commercial Services, Inc.) contract; Second by Councilman Blount. The motion passed 3-1-1 (Barber Opposed/Thomas Abstained). Councilwoman Barber stated for the record her opposing vote was due to there being no cost proposals or criteria for the rankings provided to the Mayor & Council.

5. Council Consideration to approve RFP 2021-0027 for Professional Permitting and Building Inspection Services.

Presented by Lindell Miller, Procurement Manager and Decius Aaron, Public Works Director.

Ms. Miller noted the Public Works Department is requesting Council approval for the award of contract number Request for Proposals (RFP) Number 2020-0027, Professional Permitting and Building Inspection Services to SAFEbuilt Georgia, LLC. The Contract is award is for one (1) year with the option to renew for (4), (1) year, renewable options. The procurement was solicited on December 24, 2020 with an addendum added to allow more time, 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 Contract is award is for one (1) year with the option to renew for (4), (1) year, renewable options.

Ms. Miller noted 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. Ms. Miller also noted 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. 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. Ms. Miller noted the City of Stockbridge City Council shall approve all awards where cost or revenue is greater than fifty thousand dollars (\$50,000.00).

Mayor Pro Tem Alexander motioned to approve SAFEbuilt Georgia, LLC: Second by Councilwoman Gantt. The motion passed 3-1-1(Barber Opposed/Thomas Abstained). Councilwoman Barber stated for the record her opposing vote was due to there being no cost proposals or criteria for the rankings provided to the Mayor & Council.

NEW BUSINESS

6. Council Consideration to approve Campground Rd. Beautification Project.

Presented by Decius Aaron, Public Works Director

Mr. Aaron noted High Grove proposed to plant fifty-three (53) Crepe Myrtles approximately fifty (50) feet apart on the Campground Road median within the city limits.

Mr. Knighton noted the plants would provide beautification along Campground Rd. which would run into the new subdivision Winding Creek under construction.

Councilman Blount noted there were no RFP's put out or cost proposals and believes competitive bidding should be open for such projects. Mr. Knighton noted staff did bring forth a bidding process about six (6) months ago and it was determined at that time to not move forward.

Mayor Pro Tem Alexander asked how much funding was allocated and approved in the City's FY2021 Operating Budget for citywide beautification projects.

Mr. Knighton responded there was around \$200,000 and \$150,00 for buildings and property.

Mayor Pro Tem Alexander noted Council allowed contracts to be month to month without approval and that the City Manager placed this item on the Agenda.

Mayor Pro Tem Alexander motioned to approve the Staff Recommendation in the amount of \$25,997.00 and include Hudson Bridge Rd. area up to \$25,000 for Beautification Projects. The motion failed for lack of a Second.

Councilman Blount noted this item needed to go through the City's Procurement process.

Councilwoman Gantt noted for the record she voted for the Landscaping and Janitorial services.

Mayor Pro Tem Alexander noted the County has maintained the grassy areas along Campground Rd. and has done so routinely every two weeks keeping the area very well-manicured and could continue to do so.

Councilman Thomas noted he is in favor of modification and believes there should be more discussion on the Procurement process and will come forward with recommendations for improvements.

Councilwoman Barber noted there should be consistency in the City's processes and procedures.

Ms. Miller noted Procurement could solicit 3 quotes for the trees at Campground Rd. and seeing the 2nd Bid that was pending has been rejected to include a modification with the scope of services and to include other areas within the City. Ms. Miller also suggested having Mr. Aaron, Public Works Director to go around and give a thorough assessment of areas that should be included with the official bid, then place it in an RFP; or staff could utilize the current vendor under contract, CGL.

Councilwoman Gantt inquired on the number of trees that would be planted on Campground for \$25,000.00.

Mr. Aaron responded there would be 53 trees spaced 50' apart.

Councilwoman Barber motioned to direct staff to prepare a new solicitation for landscaping maintenance to include all the areas in the original Landscape Maintenance RFP scope of work to include the Amphitheater, Campground Rd., and Hudson Bridge Rd.; Second by Councilwoman Gantt. There was no vote.

Councilwoman Barber amended the motion and motioned to direct staff to prepare a new solicitation for landscaping maintenance to include all the areas in the original Landscape Maintenance RFP scope of work to include the Amphitheater, Campground Rd., and Hudson Bridge Rd. and include the installation of trees and plantings on Campground Rd. and Hudson Bridge Rd.: Second by Mayor Pro Tem Alexander. There was no Vote.

Councilwoman Barber motioned to direct staff to prepare a new solicitation for landscaping maintenance to include all the areas in the original Landscape Maintenance RFP scope of work, Campground Rd., and Hudson Bridge Rd. and include the installation of trees and plantings on Campground Rd. and Hudson Bridge Rd.: Second by Mayor Pro Tem Alexander. There was no Vote.

Councilwoman Barber amended the motion and motioned to direct staff to prepare a new solicitation for landscaping maintenance to include all the areas in the original Landscape Maintenance RFP scope of work, Campground Rd. and Hudson Bridge Rd. and any other areas identified by the Public Works Director for landscape maintenance and receive (3) three quotes for the installation of trees and beautification on Campground Rd. and Hudson Bridge Rd: Funding Source to be determined.: Second by Mayor Pro Tem Alexander. There was no Vote.

Councilwoman Barber amended the motion and motioned to direct staff to prepare a new solicitation for landscaping maintenance to include all the areas in the original Landscape Maintenance RFP scope of work, Campground Rd. and Hudson Bridge Rd. and any other areas identified by the Public Works Director for landscape maintenance: Second by Mayor Pro Tem Alexander. The motion passed 5-0.

Councilwoman Barber motioned to direct staff to prepare a new solicitation for the installation of beautification projects on Campground Rd., Hudson Bridge Rd. and any other areas identified for beautification projects throughout the City: Second by Mayor Pro Tem Alexander. The motion passed 5-0.

7. Council Consideration to approve extend the Moratorium on Hookah Bars/Lounges and Cigar Bars/Lounges for 180 days
Presented by Quinton Washington, City Attorney

Attorney Washington noted this would be an extension of the existing moratorium in place.

Mayor Ford noted the previous moratorium ended and inquired on new businesses being established in the “between stages” of extending the moratorium; and inquired if those new businesses would be grandfathered in or rejected.

Attorney Washington noted they should be grandfathered in, but it also depends on where they are in the process.

Attorney Berry noted the Resolution is to not except applications for hookah bars and cigar bars for 180 days, and if a permit came in during the time of no moratorium, the City should grant the permit.

Mr. Knighton noted the last moratorium was for 120 days and began on August 25, 2020 and ended December 25, 2020.

Mayor Pro Tem Alexander inquired on the final Resolution being adopted into the UDC. Mr. Knighton noted the previous moratorium noted once the UDC guidelines were implemented or 120 days, which came first.

Councilman Blount motioned to approve extension 180 days: Second by Councilwoman Barber. The motion passed 5-0.

8. Council Consideration to appoint members to the Planning & Zoning Commission. Presented by Quinton Washington, City Attorney
Councilwoman Barber motioned to re-appoint Stanley Dumas, Kathleen Nelson and Askia Abdullah for a 4-year term end December 31, 2024: Second by Mayor Pro Tem Alexander. The motion passed 3-0. (Blount/Gantt were not present for the vote).
9. Council Consideration to appoint members to the Citywide Development Authority. Presented by Quinton Washington, City Attorney
Mayor Pro Tem Alexander motioned to appoint Kalpesh Patidar, Mark Glenn, Frangela Merritt, and Samantha Samuels: Second by Councilwoman Gantt. The motion passed 4-0 (Blount was not present for the vote). Attorneys will confirm terms.

DISCUSSION

10. Aquatic Center IGA (Intergovernmental Agreement).
Presented by Randy Knighton, City Manager
There was a consensus of the Council to move forward with an Intergovernmental Agreement between the City and Henry County and asked the Attorneys to review with the County's Attorney and bring back to the Council for approval.

COMMENTS FROM THE MAYOR

Mayor Ford offered condolences to the Shaw/Hambrick family for the passing of lifetime Stockbridge resident Rufus Shaw (husband of Brenda Hambrick); noted we are still in the midst of a pandemic and encouraged everyone to continue wearing your masks, washing your hands and using hand sanitizer and to stay away from large crowds and gatherings; noted free Covid testing is available at the Heritage Senior Center in McDonough Monday - Friday from 10am - 3pm and Saturday from 9am - noon and to call 1-800-847-4262 for an appointment; noted the current priority is vaccinations and noted everyone age 16+ is eligible to receive vaccinations; noted Governor Kemp has opened the State for all restaurants to 100% and asked that everyone remain vigilant; noted the number to call to make vaccination appointments is 888-457-0186 and will be open to make reservations Mon - Fri 8am - 8pm and Sat & Sun 8am - 5pm; noted vaccinations will be issued this

upcoming Thursday & Friday from 8:30am - 3:30pm at the Atlanta Motor Speedway in McDonough where they anticipate administering 1500 shots and on April 16th from 8:30am - 3:30pm at Mt. Carmel Park in Hampton where they anticipate administering 1000 shots for a total of 2500 vaccinations this week; noted the questions that will be asked will be demographics, medical history, covid history, and your contact information; noted if you need a ride to a vaccination locations, please call Henry County Transit at 770-288-7444 for pick up and return to/from vaccination site with the cost of \$4 each way for resident age 60 and under and \$2 each way for residents over age 60 and noting you must contact the Transit office at least (7) seven days in advance; and noted the Henry County Department of Health has a new phone number 470-661-0005; and asked that everyone take Covid seriously, and get vaccinated.

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.

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. (May 10)
- Main Street Advisory Board Meeting, at 9:00 a.m. Via Zoom - 2nd Friday of each month (May 14)
- Downtown Development Authority Meeting, at 6:00 p.m. Via Zoom - 3rd Tuesday of each month (April 20)
- Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (April 20)
- Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (April 22) **Canceled**
- City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each month unless otherwise noted. (April 27)

COUNCIL INITIATIVES

Please join Mayor Pro Tem Alexander for a “Historic 2021” Virtual Town Hall Thursday, April 22, 2021 at 7pm. Watch it on Facebook Live at [@StockbridgeCityHall](https://www.facebook.com/StockbridgeCityHall)

Please join Councilman John Blount for the Virtual National Day of Prayer Thursday, May 7, 2021 at 6:30 pm. Watch it on Facebook Live at [@StockbridgeCityHall](https://www.facebook.com/StockbridgeCityHall)

Councilwoman Gantt motioned to convene Executive Session for Personnel: Second by Councilwoman Barber. The motion passed 5-0.

Councilman Blount motioned to End Executive Session: Second by Mayor Pro Tem Alexander. The motion passed 3-0 (Blount/Gantt were not present for the vote).

Councilwoman Barber motioned to Reconvene the meeting: Second by Mayor Pro Tem Alexander. The motion passed 3-0 (Blount/Gantt were not present for the vote).

The Clerk announced the appointments for the Planning Commission: Stanley Dumas, Kathleen Nelson and Askia Abdullah: Barber/Alexander Passed 3-0. (Blount/Gantt were not present for the vote).

The Clerk announced the appointments for the Citywide Development Authority: Kalpesh Patidar, Mark Glenn, Frangela Merritt, and Samantha Samuels - Alexander/Gantt Passed 4-0 (Blount was not present for the vote).

Councilwoman Gantt motioned to Adjourn: Second by Councilwoman Barber. The motion passed 4-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



WORK SESSION MEETING SUMMARY MINUTES

TUESDAY, APRIL 27, 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 T. 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 Randy Knighton.

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 call for a full investigation of Mr. Elton Alexander relating Charter Section 2.17 and the \$1.725 million dollar lawsuit settlement: Blount/Gantt failed 2-0-2 (Barber/Thomas abstained – Alexander did not participate in the vote). Councilman Blount asked Mayor Ford to restate the vote. Mayor Ford stated there were two votes in favor of the motion, no votes against and two votes abstained, noting Mayor Pro Tem Alexander did not participate in the vote and restating the motion failed, and the action was confirmed by Attorney Washington.

I. Review of the Minutes for the following meetings: No Action

1. 03/08/2021
2. 03/30/2021

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.

The City Clerk read comments submitted from the public:

- Mindy Mayers – In support of Mayor Pro Tem Alexander remaining in office.
- Charles Marshall – In support of Mayor Pro Tem Alexander remaining in office.
- Yvonne Marshall – In support of Mayor Pro Tem Alexander remaining in office.
- Tamika Robinson – In support of Mayor Pro Tem Alexander remaining in office.
- Z Griffith – Supports Mayor Pro Tem Alexander
- Dolton19 – In support of Mayor Pro Tem Alexander remaining in office.
- Bernice Peters – In support of Mayor Pro Tem Alexander remaining in office.
- Sunny Randazzo – Expressed concerns about the Amphitheater construction and cost; being able to attend City Council meetings in-person; supports the removal of Mayor Pro Tem Alexander.
- Andrew Dixon – Expressed his concerns of Councilmembers civility and actions towards each other, allegations against officials; called upon the Council to respect each other, restore meeting decorum, and represent the people of Stockbridge.
- Ralita Mims – In support of Mayor Pro Tem Alexander remaining in office.
- Alicia Boyd - In support of Mayor Pro Tem Alexander remaining in office.
- Rhonda Brown – Comments were sent to Mayor Ford.

INFORMATION

3. 2020 DCA Hotel/Motel Tax/Tourism Report

Presented by Laura Luker, Director of Tourism

Ms. Luker noted the Henry County Visitor's Bureau launched their logo and name *Visit Henry County GA* in 2020 stating the name change better reflects the Mission, is more modern and noted due to the pandemic, the new brand and visitors guide was launched online by video and includes Floyd Chapel Baptist Church, Stockbridge hotels, free city spread and is distributed at the four Georgia Welcome Centers in brochure racks custom made by BarnBeautiful; noted new ads to Explore Stockbridge including the Bed & Breakfast at Stockbridge Lakes, M L King, Sr. Heritage Trail, and Panola Mountain Park; referenced the OTT/CTV Videos being advertised on Hulu and Smart TV's; noted the website has the City of Stockbridge landing page was one of the top 10 landing pages for 2020 with traffic up 95% year-over-year; referenced working with Main Street staff regarding a robust Artisan Trail which is gaining great traction; noted the COVID-19 impact and program specific information pages that have been included; noted the partnerships with local hotels, restaurants and event facilities and the free Lunch and Learn training sessions that were implemented to assist these businesses to operate during and post pandemic; noted the monthly Customer Service Awards, free Summer Webinar Series featuring Social Media Best Practices , Artist Consortium formed in 2020 made up of members of the arts community, free marketing opportunity offered to tourism partners; and partnerships with Arabia Mountain

and Panola Mountain State Park to promote the new PATH extension; and reviewed 2021 noting the recent launch of the Guest Experience 101 with free, online customer service training for tourism partners and will launch this summer the Hospitality for All: A Diversity, Equity & Inclusion Program which will be a free online course taught by experts in their field for tourism partners; and the Bushy Tail Art Trail consisting of Squirrel picnic tables decorated by local artist and installed in public parks, noting 10 have been installed so far; and referenced legislation changes – HB317 Effective July 1, 2021 where all Short-Term Rentals will be required to collect and remit hotel/motel tax which will increase the revenue for municipalities; and gave an overview of the FY2020 Annual Hotel/Motel Tax Report for the City of Stockbridge where \$167,817.90 was collected, noting a sharp decline in revenue due to the COVID-19 pandemic, and reviewed the expenditures where the City of Stockbridge, the City of Hampton, the City of Locust Grove and Henry County participated and shared costs for CVB operations.

OLD BUSINESS

4. Council Consideration to approve the Henry County/City of Stockbridge Aquatic Center IGA (Intergovernmental Agreement)
Presented by Randy Knighton, City Manager
Randy Knighton, City Manager noted the Aquatic Center was approved by the County with a SPLOST project which would be located within the City Limits of Stockbridge at the bridges of Jodeco. Mr. Knighton noted the Resolution was passed by the County, and the Intergovernmental agreement will cover several things such as construction and operations of the facility and will be handled by the County. Mr. Knighton also noted some changes have been made to the road that would provide ingress and egress to the facility which would be handled by the County; utilities and infrastructure which would normally be a part of the construction project, the County has asked for a waiver of impact fees and permit fees. Mr. Knighton noted another thing added was indemnification for the City.

Mayor Ford noted he looks forward with working with the County.

Mayor Pro Tem Alexander expressed the County and City should work collectively together and thanked everyone for allowing the agreement to happen.

Mayor Pro Tem Alexander motioned to approve the Henry County/City of Stockbridge Aquatic Center IGA (Intergovernmental Agreement): Second by Councilwoman Gantt. The motion passed 4-0 (Councilman Blount was not present).

NEW BUSINESS

5. Council Consideration to approve Amphitheater Change Order No.16 in the amount of \$67,022.00. Funding Source: Bonding
Presented by Randy Knighton, City Manager and Carl Trevathan - Keck & Wood

Mr. Knighton noted Carl Trevathan was on the call and noted this item was a part of the overall budget and not unexpected.

Mr. Trevathan noted there are two items with the change order:

1: adding more canopies and coiling doors on several of the buildings out of necessity in the amount of \$33,682.00.

2: noticed flowing ground water out of one of the banks of the retention pond which was continuous and is a natural flowing spring; and was determined to be subsurface water and will require stabilization; designers also recommend it should be done with something other than rib raft foundation and to use river slick which would be more stable and would be in the amount of \$31,430.00.

Mayor Ford noted it could be a blessing to have natural spring water enter a pond.

Councilwoman Barber inquired if this would be the last change order.

Mr. Trevathan noted it may not be and that during the review of the project, it became apparent the acoustic on the ceiling of the stage needs to be improved.

Mayor Pro Tem Alexander motioned to approve Amphitheater Change Order No.16 in the amount of \$67,022.00: Second by Councilwoman Barber. The motion passed 3-0-1 (Councilwoman Gantt abstained – noting she was not present for the discussion due to phone difficulties); (Councilman Blount was not present).

COMMENTS FROM THE MAYOR

Mayor Ford noted we are still in a pandemic with vaccinations being the priority; noted testing is available at the Henry County Heritage Recreation Center in McDonough with free COVID testing Mon-Thu 9am – 3pm and Sat 9am -noon noting an appointment is required; noted vaccinations are key to stomping out the virus and the number to call for a reservation is 888-457-0186 Mon – Fri 8am – 8pm and Sat & Sun 8am – 5pm; noted vaccinations are taking place at the Atlanta Motor Speedway on Tuesdays 8:30am – 1pm, 1pm – 3pm and with extended hours from 3pm – 7pm and Fridays at Mt. Carmel Park in Hampton; noted reservations can be made online at gta-vras.powerappsportals.us where you will be asked for your demographic, gender, race, ethnicity, age, medical history, current illnesses, COVID diagnosis, previous COVID testing and vaccinations, and

contact information; noted the last ten days have been hectic and contentious times for the City and asked everyone to keep the faith saying things are going to get better; stated for himself and the Council, all need to remain above board and stay above the fray be respectful to each other and the citizens as well; asked that everyone not get too emotional and remain steadfast on the mission that you were elected for and do what is best for the citizens; noted there are lots of great things coming for the City and lots of great things going on; and remain focused and work towards the goals and the betterment of the City as a team and to be mindful of what you say publicly and/or privately and via social media; asked that citizens also be mindful of what you say and post on social media as well; noted the City has a great venue opening up very soon, noting the Amphitheater will be a game changer in Henry County and the region along with the development of the City's downtown area; noted the briefing earlier in the meeting from the tourism bureau and the excitement about the Amphitheater; noted the Cultural Arts Center being developed soon and everyone being able to get out to social events and doing the things we like to do such as Tasty Tuesday and Bridgefest; noted the City is moving forward with a police department and is in the process of hiring a Police chief and that the City is going down the path of success for its citizens and taking this diamond in the rough and make it shine, as it is in the best interest for all of us; noted the City has a bright future ahead of us with lots of potential and asked that everyone maintain their composure, be respectful to each other, noting no one is perfect, we are human, and to do the best that we can for the citizens we serve; asked that the City be kept in prayer and to keep the faith.

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.

CITY OFFICES WILL BE CLOSED MONDAY, MAY 31ST IN OBSERVANCE OF MEMORIAL DAY.

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. (May 10)
- Main Street Advisory Board Meeting, at 9:00 a.m. Via Zoom - 2nd Friday of each month (May 14)
- Downtown Development Authority Meeting, at 6:00 p.m. Via Zoom - 3rd Tuesday of each month (May 18)
- Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (May 18)

- City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each month unless otherwise noted. (May 25)
- Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (May 27)

CITY EVENTS

Please join the City of Stockbridge for a Virtual Memorial Day Musical Tribute and Remembrance - Monday, May 31, 2021

COUNCIL INITIATIVES

Please join Councilman John Blount for the Virtual National Day of Prayer Thursday, May 6, 2021 at 6:30 pm. Watch it on Facebook Live at @StockbridgeCityHall

Councilman Thomas motioned to adjourn: Second by Councilwoman Gantt. The motion passed 4-0 (Councilman Blount was not present).

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this 25th day of May, 2021 by and between DRB GROUP GEORGIA, LLC, a Delaware limited liability company (“**Developer**”) and the CITY OF STOCKBRIDGE, GEORGIA, a Georgia Municipal Corporation (hereinafter referred to as the “**City**”). Developer and the City may hereinafter be referred to collectively as the “**Parties**” and individually as a “**Party**.”

WITNESSETH

WHEREAS, Developer has contracted to acquire certain real property comprised of +/- 25.23 acres located in Land Lots 68, 69, and 93 of the 12th District of Henry County, the City of Stockbridge, Georgia and as more particularly described by Exhibit “A” attached hereto and incorporated herein and by this reference made a part hereof (the “**Property**”); and

WHEREAS, Developer proposes to develop the Property with a condominium development in accordance with the Conceptual Site Plan which comprises Exhibit “B”; and

WHEREAS, on September 8, 2003 the City rezoned the Property from RA to RM-3 (the “**Rezoning Approval**”) subject to the ten conditions (the “**Zoning Conditions**”) stated in Exhibit “C” attached hereto and incorporated herein and by this reference made a part hereof to allow for the development of up to 202 condominium units at a density of eight (8) units per acre; and

WHEREAS, pursuant to the Rezoning Approval, Developer is required to enter into a development agreement with the City, in form, scope and substance mutually acceptable to the parties, which embodies the Zoning Conditions of Exhibit “C”; and

WHEREAS, the Parties desire to agree on certain site-specific development controls that will apply to the Project and those agreements are set forth herein.

NOW, THEREFORE, in consideration of ten dollars in hand paid, other valuable consideration, and the mutual promises and agreements herein set forth, the parties hereto agree as follows:

1. Recitals. The above stated recitals are hereby incorporated into and made a part of this Agreement.

2. Required Development Standards Per Zoning Conditions.

- A. In accordance with the Rezoning Approval, the Property shall be developed for two hundred and one (201) condominium units (the “Project”) in general conformity with the Conceptual Master Plan prepared by Moore Bass Consulting for DRB Group GA, LLC dated December 8, 2020, last revised May 18, 2021 attached hereto as Exhibit “B” and incorporated herein and made a part hereof by this reference (the “Conceptual Plan”).
- B. Pursuant to and in accordance with Section 12.02.0312 L. of the Zoning Code of the City of Stockbridge, Georgia (the “Zoning Ordinance”), the Developer is providing the

following amenities to allow for the density increase to 8 units per acre, as approved by the City:

- i. 1,300 sq. ft. clubhouse;
 - ii. Junior-size Olympic Pool;
 - iii. 2 playgrounds;
 - iv. A minimum 200 sq. ft. children's wading pool;
 - v. A pocket park; and
 - vi. 6,072 lineal feet of walking trails a minimum of 3 feet in width.
 - vii. Tennis court – one lighted and enclosed facility, a minimum of two (2) playing courts
- C. Developer shall install street trees along East Atlanta Road between the sidewalk and the front property line. The street trees shall be a minimum of two and one-half (2.5) caliper (d.b.h.), shall have a minimum twenty-four square foot (24 sq. ft.) planting area, and shall be spaced an average of forty-five feet (45') apart. The street trees shall consist of ginkgo (non-fruit bearing), Japanese zelkova and/or oak family type.
- D. Sidewalks shall be installed within the public right of way along the entire frontage of the Property and extended south along the east side of East Atlanta Road until the sidewalk connects with the existing sidewalk located along the frontage of 332 East Atlanta Road. The sidewalk width shall be ten (10) feet in width with a twenty-four (24) inch curb and a two (2) foot grass strip. Developer shall not be required to acquire any right of way or easements from any third-party property owner(s)/developers to satisfy this condition or relocate underground utility lines that abut off-site properties. The acquisition of any right of way or easements needed to satisfy this subparagraph D shall be the sole responsibility of the City and shall be acquired prior to Developer commencing work on the extension of the sidewalk. Notwithstanding anything herein to the contrary, if the City does not acquire the right of right of way or easements needed to satisfy this requirement, Developer shall only be required to extend the sidewalk up to the point where sufficient right of way or easements exists for installation of the sidewalk extension, and where there are no topographic constraints or underground utilities that need to be relocated.
- E. Prior to the issuance of the land development permit for the Project, Developer shall submit to the City the following in accordance with the Zoning Conditions of Exhibit "C":
- i. A streetscaping plan prepared by a licensed engineer or architect, for all internal streets, and for all requirements improvements along East Atlanta Road, which streetscape plan shall include sidewalks, street trees, landscaping, street lighting and street furniture, to the extent required pursuant to the City of Stockbridge Minimum Standards issued September 2019, as amended.

- ii. Written certification from the City's ~~Building~~ **Community** Department Director that each prospective phase of the Project has sufficient sanitary sewer capacity.
- F. Prior to the issuance of any building permit for the Project, Developer shall submit to the ~~City Planning and Zoning~~ **Community Development** Department elevations of the proposed townhome units that meet the following Zoning Conditions:
- i. The maximum height of the units shall be forty-five (45) feet measured to the average distance between the eaves and the ridge level for gable, hip, shed and gambrel roofs.
 - ii. All condominiums and townhomes shall have a mixture of front facades that shall consist of covered entryway, porches, bay windows and/or balconies. Garages shall be accentuated with carriage style front garage doors; and
 - iii. Each unit elevation in each row of townhome units shall be separate and distinct from the other, by including, amongst other things, variations in rooflines which may be accomplished with the use of dormers, gables and/or fireplaces; and
 - iv. Each unit shall have different brick, stucco and/or masonry theme from the other attached units.

3. Additional Development Improvements.

Subject to the provision for Section 2 above, Developer shall adhere to the following:

- A. Guest parking shall be provided at a ratio of 0.5 spaces per residential unit **and shall be provided on the basis of the number of condominium units of each bedroom size, per the specifications of the RM-3 District requirements.**
- B. Each residential unit shall provide a 2-car garage, attached to the main structure, and shall be accessed by private internal roads;
- C. A multi-use path connection shall be provided at the southwest corner of the Project to provide pedestrian access to the existing, adjacent commercial development;
- D. The community shall be gated at both entrances off of East Atlanta Road;**
- E. The internal driveways shall be owned and maintained by the Condominium Owners Association, and shall have a minimum pavement width of 24ft for the driving aisles, with each unit having a minimum 16ft parking pad, in accordance with International Fire Codes; and**
- F. The internal driveways shall have 4ft sidewalks on both sides of the driveway aisles.**

- G. The Developer shall submit a detailed site plan compliant with all applicable requirements of the RM-3 Zoning District, the Highway Corridor Overlay District, in accordance with the Stockbridge Zoning Ordinance and current Building and Fire Code.

4. Applicability of City Ordinances to the Project.

The Parties expressly agree that, except as otherwise expressly provided herein, all applicable City ordinances shall remain in full force and effect and the Project and Property shall be governed by all such applicable City ordinances. Notwithstanding anything set forth in this Agreement or in any ordinance that is applicable to the Property to the contrary, so long as the Project is developed materially in accordance with the terms of this Agreement, the zoning conformance status of the Project shall be deemed to be legally conforming in all respects.

5. Notices.

All notices, requests, demands or other communications hereunder shall be in writing and deemed given (a) when delivered personally (including by courier), or (b) on the third (3rd) day after said communication is deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day after said communication is delivered to a nationally recognized overnight courier (e.g. FedEx), addressed as set forth below:

If to Developer:

DRB GROUP GEORGIA, LLC
160 Whitney St.
Fayetteville, GA 30214
Attn: Jay Knight

With a copy to:

Battle Law, P.C.
One West Court Square, Suite 750
Decatur, GA 30030
Attn: Michèle L. Battle, Esq.

If to the City:

City of Stockbridge, Georgia
4640 North Henry Boulevard
Stockbridge, Georgia 30281
Attn: City Manager

6. Miscellaneous Provisions.

a. The Parties hereby mutually represent that all necessary approvals for such Parties to enter into this Agreement have been detailed and that by virtue of the signatures herein below, the Parties acknowledge that they are authorized to execute this Agreement.

b. The Parties intend for this Agreement to be severable, and if any provisions shall be construed to be illegal or invalid for any reason, such illegal or invalid part of this Agreement

shall not affect the legality or validity of the other provisions set forth herein, provided that the Project remains practicable in the absence of such invalid or illegal provision.

c. The Parties represent and acknowledge that in executing this Agreement they do not rely upon, and have not relied upon, any representation or statement made by any other Party by any other Party's agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement except as specifically provided herein.

d. This Agreement shall be binding upon each of the Parties hereto and their heirs, administrators, representatives, executors, successors and assigns, and upon any corporations, partnerships, or business entities owned or operated by any of the Parties. This Agreement and the duties, covenants, and obligations hereby imposed constitute covenants running with the land, and are binding upon and shall inure to the benefit of the City and the Developer of the Property, and their respective heirs, successors, and assigns and their successors in title.

e. This Agreement may be executed in multiple counterparts, and all such counterparts shall be taken together so that they may constitute a completely executed Agreement between the Parties.

f. This writing represents the entire Agreement between the Parties. No amendment to this Agreement shall be effective unless consented to in writing by all Parties hereto. Notwithstanding anything in this Agreement to the contrary, minor modifications to the Project Plans may be approved by the City Manager on behalf of the City without the specific approval of the governing body, the City or any other party and without an amendment to this Agreement.

h. Upon completion of development of the Project, so long as the Project has been developed in material accordance with this Agreement, if requested by Developer, the City shall deliver to Developer an estoppel certificate confirming that the Project is in compliance with all terms of this Agreement and that Developer is in compliance with all terms of this Agreement.

[EXECUTION APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement under seal the day and year first above written.

Attest:

CITY:

CITY OF STOCKBRIDGE, GEORGIA, a
Georgia municipal corporation

Vanessa Holiday, City Clerk

[MUNICIPAL SEAL]

Approved as to form:

Quinton Washington, City Attorney

By: _____
Name: _____
Title: _____

[EXECUTION CONTINUES ON THE FOLLOWING PAGE]

DEVELOPER:

DRB GROUP GEORGIA, LLC, a Delaware
limited liability company

Witness

By: _____(SEAL)

Name: _____

Title: _____

DRAFT

EXHIBIT "A"

Property Legal Description

All that tract or parcel of land lying or being in Land Lot 68 & 93 of the 12th District of Henry County, Georgia, containing 25.23 acres (1,098,881 sq. ft.), as shown on exhibit entitled, "ALTA/NSPS SURVEY FOR BUILDERS PROFESSIONAL GROUP & FIRST AMERICAN TITLE INSURANCE COMPANY", prepared by Moore Bass Consulting Inc., dated 9/30/20 and being more particularly described as follows:

Commencing at the intersection of the easterly right-of-way of East Atlanta Road (80' R/W) and the southerly right-of-way of Amanda Court (50' R/W); thence along the easterly right-of-way of East Atlanta Road (80' R/W) south a distance of approximately 200 feet to a 1/2" open top pipe found, said pipe being the TRUE POINT OF BEGINNING.

Thence leaving said right-of-way S89°19'48"E, a distance of 240.33 feet to a 1/2" rebar found; thence S89°23'50"E, a distance of 709.82 feet to a 1" open top pipe found; thence S01°16'04"W, a distance of 299.83 feet to a 1" open top pipe found and a 1/2" rebar found; thence S01°17'18"W, a distance of 586.59 feet to a 1" open top pipe; thence S87°07'52"E, a distance of 431.97 feet to a 5/8" rebar found; thence S01°59'39"W, a distance of 420.23 feet to a 1/2" open top pipe; thence N87°22'43"W, a distance of 670.06 feet to a 1/2" rebar found; thence N87°21'41"W, a distance of 200.27 feet to a 1/2" rebar found; thence N87°05'56"W, a distance of 139.82 feet to a 1/2" rebar set; thence N02°42'28"E, a distance of 410.53 feet to a 1/2" rebar set; thence S87°58'06"E, a distance of 180.42 feet to a 1/2" rebar found; thence N11°41'14"W, a distance of 262.31 feet to a 1/2" rebar found; thence N69°04'28"W, a distance of 343.90 feet to a 3/8" rebar found; thence N79°30'31"W, a distance of 250.57 feet to a point on the easterly right-of-way of East Atlanta Road (80' R/W); thence along said right-of-way N10°11'00"E, a distance of 469.53 feet to a 1/2" open top pipe found, said point being the TRUE POINT OF BEGINNING.

EXHIBIT “B”

Conceptual Site Plan

DRAFT

EXHIBIT "C"

Approved Zoning Conditions

This rezoning will not become effective until the Property owner executes a Development Agreement with the City which embodies the following conditions:

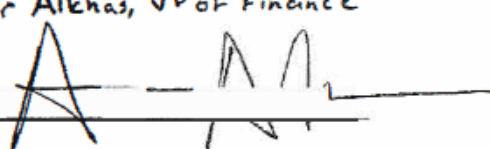
- a. All requirements, not specifically waived by variance, of the RM zoning ordinance, number 03-60, effective as of March 10, 2003 shall be met.
- b. The maximum height shall be the lesser of forty-five (45) feet or four (4) stories.
- c. All condominiums and townhomes shall have a mixture of front facade consisting of covered entryway, porches, bay windows and/or balconies. Garages shall be accentuated with variations of design proticos.
- d. Owner shall submit elevations of the building to the Planning and Zoning Department.
- e. Each unit elevation per building shall be separate and distinct from the other. To include variations in rooflines which may be accomplished with the use of dormers, gables and/or fireplaces.
- f. Each unit shall have different brick, stucco and masonry theme from the other attached units.
- g. Owner shall install street trees along all streets to be placed between the sidewalk and the front property lines; shall have a minimum of two and one-half (2.5) caliper (d.b.h.); shall have a minimum twenty-four square foot (24 sq. ft.) planting area; and shall be spaced an average of forty-five feet (45') apart. Street trees shall consist of ginko (non-fruit bearing), Japanese zelkova and/or oak family type.
- h. The Building Department shall not issue a building permit until such time as the Director of the Building Department has certified that for each prospective phase of development, sewer capacity is sufficient to accommodate the additional sewage that would be generated by the proposed development.
- i. Sidewalks shall be installed to connect adjacent commercial property to the south and extend to the north along East Atlanta Road.
- j. A street scaping plan shall be submitted to and approved by the Henry County Planning and Zoning Department to include sidewalks, street trees, landscaping, street lighting and street furniture.

The Applicant submits to the City Manager six (6) legal descriptions and/or plats, certified by a surveyor licensed in the State of Georgia, of the Property.

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby, have executed this Agreement as of the date first above written.

SAFEbuilt Georgia, LLC.

Avner Alkhas, VP of Finance

By: 

CITY OF STOCKBRIDGE, GEORGIA

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

City Attorney



City of Stockbridge

AGENDA ITEM

MEETING DATE

May 25, 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 IV
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Vanessa Holiday

DEPARTMENT: City Clerk

ITEM/PROJECT/EVENT:

Council Consideration to amend 2021 Council Meeting Schedule per attached.

BACKGROUND INFORMATION:

Due to the change of schedule for the 2021 Georgia Municipal Associations Annual Conference, the City's June Work Session and August Regular Council Meeting Dates are being considered for change per attached.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT N/A

ATTACHMENTS: ☒

ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

Option 1

Reschedule the meeting for Wednesday, June 30, 2021 to Tuesday, June 29, 2021

Reschedule the meeting for Monday, August 9, 2021 to Monday, August 16, 2021

Option 2

Reschedule the meeting for Wednesday, June 30, 2021 meeting date to Tuesday, June 29, 2021

Cancel the meeting scheduled for Monday, August 9, 2021

Option 3

No changes to the Wednesday, June 30, 2021 meeting date

Reschedule the meeting for Monday, August 9, 2021 to Monday, August 16, 2021

ITEM/PROJECT/EVENT:

East Atlanta , North and South Lee Street Roadway and Intersection Modifications

BACKGROUND INFORMATION:



City of Stockbridge

AGENDA ITEM

MEETING DATE

May 25, 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

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

Replace thirty-six (36") inch CMP culverts on Hudson Bridge Drive.

BACKGROUND INFORMATION:

Stormwater staff and Falcon Design, LLC conducted an inspection on Hudson Bridge Drive and determined that both of the thirty-six (36") inch CMP culverts need to be replaced along with most of the thirty-six (36") inch CMP culvert on the south side of the roadway. A section of the thirty-six (36") inch CMP culvert that originates on the north side of the road will remain to keep from removing the roadway and limiting access for the property owners. This section of pipe will be lined with a Cured-in-Place Pipe (CIPP) that has a H-20 load rating.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT **\$129,225.00**

ATTACHMENTS:

☐



7025 Best Friend Rd. • Atlanta, GA 30340 • 770-263-7234 • Fax # 770-263-0892

ATTN: Skip Layton
Director of Municipal Services
Falcon Design Consultants, LLC
235 Corporate Center Drive
Stockbridge, Georgia 30281
Mobile: 770-560-6992

5/6/2021

Site:
Hudson Bridge Drive

Item	Unit	Qty	Unit Price	Total
Mobilization	LS	1	\$ 7,500.00	\$ 7,500.00
Erosion Control	LS	1	\$ 2,500.00	\$ 2,500.00
Cleanout existing OCS & expose wier inlet	LS	1	\$ 3,000.00	\$ 3,000.00
Install rock check dam at OCS	LS	1	\$ 2,500.00	\$ 2,500.00
Install Rip Rap Type III at OCS	TON	20	\$ 90.00	\$ 1,800.00
Clean existing CB structures	EA	2	\$ 1,000.00	\$ 2,000.00
RegROUT existing CB structures	EA	2	\$ 1,500.00	\$ 3,000.00
Remove Existing 36" CMP	LF	135	\$ 20.00	\$ 2,700.00
Install new 36" RCP	LF	135	\$ 165.00	\$ 22,275.00
Install additional soils/backfill	CY	60	\$ 50.00	\$ 3,000.00
Remove & Haul off existing silt from ex. HW	LS	1	\$ 1,200.00	\$ 1,200.00
Install Rip Rap Type III at existing HW	TON	50	\$ 90.00	\$ 4,500.00
Install 5' diameter MH	EA	1	\$ 7,500.00	\$ 7,500.00
Install CIPP liner (36")	LF	90	\$ 600.00	\$ 54,000.00
Bypass for CIPP work	LS	1	\$ 2,500.00	\$ 2,500.00
Restoration (seed and straw)	LS	1	\$ 2,500.00	\$ 2,500.00
Post CCTV	LS	1	\$ 1,750.00	\$ 1,750.00

Sub Total	\$ 124,225.00
Contingency	\$ 5,000.00
TOTAL	\$ 129,225.00

Exclusions:

Engineering, support and relocation of existing utilities, permits and fees, bypass, restoration other than backfill, concrete work other than at location of repair.

Thank you,

A handwritten signature in black ink, appearing to read 'D. Hess'.

David Hess - PE, Site Engineering, Inc.

Hudson Bridge Drive

Stormwater System Improvements

CLEANOUT OCS STRUCTURE: EXCAVATE AROUND OCS STRUCTURE TO EXPOSE WEIR A MIN. OF 10' RADIUS; INSTALL ROCK CHECK DAM CONTINUOUS AROUND EXCAVATION MIN. OF 2 FEET HIGH W/ GDOT TYPE III RIP-RAP, APPROX. 20 TONS

INSTALL APPROX. 90 L.F. CIPP LINER
INSIDE 36" CMP STORM DRAIN

CLEAN EXISTING CATCH BASIN; REGROUT 24" DIA. PIPE PENETRATION; INSTALL INVERT; CLEAN 24" CMP STORM DRAIN UNDER THE ROAD

CLEAN EXIST. CATCH BASIN; INSTALL INVERT; REGROUT 24" DIA. PIPE PENETRATION

EXIST. 54" RCP GDOT STORM CULVERT

INSTALL GDOT 1011-AP 5' DIA. PRECAST MANHOLE W/ TRAFFIC RATED CAST IRON FRAME AND MANHOLE CASTING AT GRADE LABELED STORM

REMOVE EXIST. 36" CMP STORM CULVERT; INSTALL APPROX. 70 L.F. 36" HDPE STORM SEWER W/ #57 STONE BEDDING TO THE TOP OF PIPE; BACKFILL TRENCH W/ SELECT SOILS COMPACTED TO A MIN. OF 90% DRY DENSITY BY STANDARD PROCTOR; TIE TO EXISTING HEADWALL

REMOVE EXIST. 36" CMP STORM CULVERT; INSTALL APPROX. 65 L.F. 36" HDPE STORM SEWER W/ #57 STONE BEDDING TO THE TOP OF PIPE; BACKFILL TRENCH W/ SELECT SOILS COMPACTED TO A MIN. OF 90% DRY DENSITY BY STANDARD PROCTOR; TIE TO EXISTING HEADWALL

INSTALL APPROX. 60 C.Y. OF SELECT SOILS COMPACTED TO A MIN. OF 90% DRY DENSITY BY STANDARD PROCTOR TO BACKFILL EXISTING SINKHOLE

EXIST. CONCRETE HEADWALL

EXCAVATE EXIST. SILT AND DEBRIS AT THE EFFLUENT END OF ALL PIPES TO ALLOW FOR UNOBSTRUCTED FLOW; DISPOSE OF EXCAVATED MATERIALS; INSTALL APPROX. 50 TONS OF GDOT TYPE III RIP-RAP FOR STABILIZATION.

Google Earth

100 ft



City of Stockbridge

Staff Recommendation Form For Council Approval

Meeting Date

May 25, 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 \$87,903.90

BUDGET ADJUSTMENT/ N/A

FROM ACCOUNT: _____

TO ACCOUNT: _____

PRESENTER: Lindell Y. Miller/Decius Aaron /Brecca Johnson

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL(RFP) NUMBER 2020-0027P – NATIONAL AUTO FLEET GROUP – SOURCE WELL CONTRACT 120716-NAF

BACKGROUND INFORMATION:

On January 17, 2017, the National Joint Powers Alliance (NJPA) (now known as Source well as of June 6, 2018) accepted and awarded Request For Proposal (RFP) contract number 120716-NAF, to 72 Hour LLC, dba National Auto Fleet Group for Vehicles, Cars, Vans, SUVs, and Light Trucks with related Equipment, Accessories and Services. This agreement expires January 17, 2022.

The scope of the RFP was to award a contract to a qualifying vendor as a manufacturer, provider in a national contract solution for the procurement of vehicles, cars, vans, SUVs, and light trucks with related equipment, accessories and services.

The NJPA is a cooperative purchasing program, that provide government procurement resources and solutions to local and state government agencies by providing cooperative purchasing, in which quantities for the same item is combined in order to achieve economies of scale through volume discount pricing.

STAFF RECOMMENDATION:

The Procurement Division is requesting Council approval to piggyback and award a contract to 72 Hour LLC, dba National Auto Fleet Group, under the National Joint Powers Alliance (NJPA) (now known as Source well as of June 6, 2018) contract number 120716-NAF; City of Stockbridge Procurement No. 2020-0027P, for vehicles, cars, vans, SUVs, and light trucks with related equipment, accessories and services for an overall total cost of \$87,903.90 (Exhibit I).

The Public Works Department and the Community Development Department is requesting authorization to purchase three (3) New/Unused (2021 Ford F-150 (X1 E) XL 4WD Super Cab 6.5' Box 145" WB, Factory Order) the following vehicles, truck/Vans:

16818 R1	2021 Ford F-150 (X1 E) XL 4WD Super Cab 6.5' Box 145" WB, Factory Order	\$ 29,301.30	Public Works
16818 R1	2021 Ford F-150 (X1 E) XL 4WD Super Cab 6.5' Box 145" WB, Factory Order	\$ 29,301.30	Public Works
16818 R1	2021 Ford F-150 (X1 E) XL 4WD Super Cab 6.5' Box 145" WB, Factory Order	\$ 29,301.308	Community Development
Overall Purchase Cost		\$87,903.90	

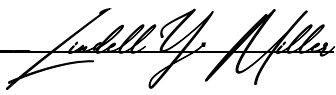
Section 3.30.080, (F) - Cooperative Purchase. The city may participate in a cooperative purchase for commodities supply and services when determined that it is in the best interest of the city. Cooperative purchases where the cost is greater than fifty thousand dollars (\$50,000.00) shall be approved by the city council.

Fiscal Impact: Funds will be provided from the following accounts in the FY2021 budget:

Stormwater	510-42500-542200
Water	505-44200-542200
Code Enforcement	100-74500-542200

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 _____



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

4/28/2021

5/3/2021 Re-Configured

Quote ID: **16818 R1**

Order Cut Off Date: **TBA**

Mr Decuis Aaron
City of Stockbridge
4640 North Henry Boulevard
Stockbridge, Georgia, 30281

Dear Decuis Aaron,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Three (3) New/Unused (2021 Ford F-150 (X1E) XL 4WD SuperCab 6.5' Box 145" WB, Factory Order) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (3)	Total Savings
Contract Price	\$39,525.00	\$29,301.30	25.866 %	\$87,903.90	\$30,671.10
Factory Order	\$0.00	\$0.00		\$0.00	
Tax (0.0000 %)		\$0.00		\$0.00	
Tire fee		\$0.00		\$0.00	
Total		\$29,301.30		\$87,903.90	

- per the attached specifications.

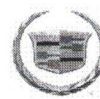
This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99B	ENGINE: 3.3L V6 PFDI, -inc: auto start-stop technology and flex-fuel capability (STD)
TRANSMISSION	
Code	Description
44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)
WHEELS	
Code	Description
64C	WHEELS: 17" SILVER STEEL, (STD)
TIRES	
Code	Description
___	TIRES: 265/70R17 OWL A/T, (STD)
PRIMARY PAINT	
Code	Description
YZ	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
CS	BLACK/MEDIUM DARK SLATE, CLOTH 40/20/40 FRONT SEAT, -inc: 2-way manual driver/passenger adjustment and armrest
AXLE RATIO	
Code	Description
X26	3.73 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
85A	XL POWER EQUIPMENT GROUP, -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors

	w/Black Skull Caps, heat and manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm
53B	CLASS IV TRAILER HITCH RECEIVER, -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7-pin wiring harness w/7-pin-to-4-pin adapter and smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available.)
OPTION PACKAGE	
Code	Description
100A	EQUIPMENT GROUP 100A STANDARD

2021 Fleet/Non-Retail Ford F-150 XL 4WD SuperCab 6.5' Box 145" WB

WINDOW STICKER

2021 Ford F-150 XL 4WD SuperCab 6.5' Box 145" WB

CODE	MODEL	MSRP
X1E	2021 Ford F-150 XL 4WD SuperCab 6.5' Box 145" WB	\$36,455.00
OPTIONS		
99B	ENGINE: 3.3L V6 PFDI, -inc: auto start-stop technology and flex-fuel capability (STD)	\$0.00
44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)	\$0.00
64C	WHEELS: 17" SILVER STEEL, (STD)	\$0.00
—	TIRES: 265/70R17 OWL A/T, (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
CS	BLACK/MEDIUM DARK SLATE, CLOTH 40/20/40 FRONT SEAT, -inc: 2-way manual driver/passenger adjustment and armrest	\$0.00
X26	3.73 AXLE RATIO, (STD)	\$0.00
85A	XL POWER EQUIPMENT GROUP, -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, heat and manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm	\$1,170.00
53B	CLASS IV TRAILER HITCH RECEIVER, -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7-pin wiring harness w/7-pin-to-4-pin adapter and smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available.)	\$205.00
100A	EQUIPMENT GROUP 100A STANDARD	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$37,830.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
TOTAL PRICE	\$39,525.00

Est City: N/A MPG
 Est Highway: N/A MPG
 Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability
Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut
3.73 Axle Ratio
GVWR: 6,480 lbs Payload Package
Transmission w/SelectShift Sequential Shift Control
Electronic Transfer Case
Part-Time Four-Wheel Drive
70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
200 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
1880# Maximum Payload
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Steering
23 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

EXTERIOR

Wheels: 17" Silver Steel
Tires: 265/70R17 OWL A/T
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Rear Step Bumper
Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Reverse Opening Rear Doors
Manual Tailgate/Rear Door Lock
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Auto High Beam

ENTERTAINMENT

Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack
Radio w/Seek-Scan, Speed Compensated Volume Control, Radio Data System and SYNC 4 External Memory Control
Fixed Antenna

INTERIOR

Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp and Trip Odometer
Fixed Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror

Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 1 12V DC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
Manual 1st Row Windows
Outside Temp Gauge
Analog Appearance
Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert
Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support
Rear View Camera
Front Center Armrest
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
1 12V DC Power Outlet

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager


VENDOR AUTHORIZED SIGNATURE

Jesse Coale
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

Letter of Agreement To Extend the Contract

Between

72 Hour LLC, dba National Auto Fleet Group
490 Auto Center Dr.
Watsonville, CA 95076-3726

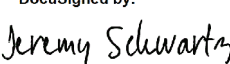
And

Sourcwell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcwell have entered into an Agreement (Contract #120716-NAF) for the procurement of Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories and Services. This Agreement has an expiration date of January 17, 2021, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcwell and Sourcwell's members. The Vendor and Sourcwell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on January 17, 2022. All other terms and conditions of the Agreement remain in force.

Sourcwell

DocuSigned by:
By:  _____, Its: Director of Operations & Procurement/CPO
C0FD2A139D06489...

Name printed or typed: Jeremy Schwartz

Date 6/17/2020 | 1:32 PM CDT

72 Hour LLC. dba National Auto Fleet Group

DocuSigned by:
By:  _____, Its: Fleet Manager
FACBB5730C1E467...

Name printed or typed: Jesse Cooper

Date 7/8/2020 | 4:22 PM CDT



City of Stockbridge

AGENDA ITEM

MEETING DATE

May 25, 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: Lindell Miller/Decius T. Aaron

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

REQUEST FOR PROPOSAL (RFP) NUMBER 2019-0007P – 2019 ISUZU CHASSIS

BACKGROUND INFORMATION:

On July 17, 2018, the Georgia Department of Administrative Services, awarded the Statewide contract number 99999-001-SPD00000155 for Truck Chassis and Truck Bodies. The contract was awarded to seven (7) vendors, including Rush Truck Center of Ga, Inc. The contract was effective August 18, 2018 and expired August 31, 2019. The contract was renewed September 1, 2019 and expired August 31, 2020. The contract was renewed September 1, 2020 and expired August 31, 2021. The contract was renewed September 1, 2021 and expires August 31, 2022.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$48,995.00

ATTACHMENTS:



Through a strategically sourced procurement, the State Purchasing Department of the Department of Administrative Services (DOAS) has established a Statewide Contract (SWC) for Truck Chassis and Truck Bodies with seven (7) vendors.

This contract provides a variety of Truck Chassis and Truck Bodies in the following Gross Vehicle Weight Rating (GVWR) categories: 12,500 GVWR, 15,000 GVWR, 19,500 GVWR, 19,500 GVWR DOT HERO, 26,000 GVWR, 36,000 GVWR, 52,000 GVWR, and 56,000 GVWR.

STAFF RECOMMENDATION:

The Procurement Division is requesting Council approval to piggyback and award a contract to Rush Truck Center of Ga, Inc., contract number 99999-001-SPD00000155 for Truck Chassis and Truck Bodies, City of Stockbridge Procurement Contract Number Request for Proposals (RFP) No. 2019-0007P, for the Public Works Department for the purchase of a 2019 Isuzu chassis for **\$48,995.00**.

The purpose of this contract is to provide the City with a landscaping truck, necessary for the Public Works Department to bring and remove equipment and staff from work sites.

By utilizing the State of Georgia contract, the City is able to take advantage of lower costs available through competitive pricing. Upon contract approval, the Public Works Department will prepare the requisition to Procurement for the purchase of the Isuzu chassis.

The City of Stockbridge Ordinance, Section 3.30.080, (F) - Cooperative Purchase. The city may participate in a cooperative purchase for commodities, supplies and services when determined that it is in the best interest of the city. Cooperative purchases where the cost is greater than fifty thousand dollars (\$50,000.00) shall be approved by the city council.

Fiscal Impact: Funds will be provided from the Public Works Department Budget (100-42200-542200)

City of Stockbridge Requisition

Date: Friday, April 30, 2021
 Requestor: Jeff Greenway
 Vendor: RUSH Truck Center Atlanta
 Date Needed: Friday, April 30, 2021

ITEM(S) TO PURCHASE

Quantity	Description of Item/Service	Unit Price	Cost Ext.	Dept	Entity	Division	Acct
1	2019 Isuzu Chassis	\$42,607.00	\$42,607.00	PW			
1	Long Wb 176"	\$442.00	\$442.00	PW			
1	Gas deduct in lieu of diesel	-\$5,175.00	-\$5,175.00	PW			
1	Crew cab	\$8,300.00	\$8,300.00	PW			
1	1% for a 2020	\$461.00	\$461.00	PW			
1	2021 6.6 v-8 gas engine	\$2,360.00	\$2,360.00	PW			
			\$0.00				
	2021 NPR-HD (GAS) 2WD Crew Cab 176"		\$0.00				
			\$0.00				
	DOAS Contract No. 99999-SPD-SPD0000155-0001		\$0.00				
			\$0.00				
			\$0.00				
	P.O.#						
TOTAL			\$48,995.00				

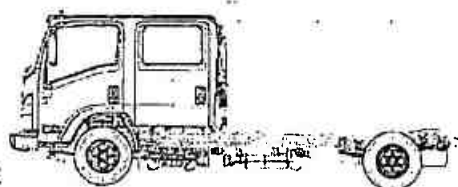
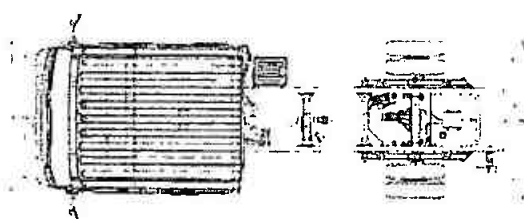
Approved by: Jeff Greenway
 Approved by: Devin L. Allen
 Approved by: [Signature]
 Approved by: [Signature]

Date: 04/30/2021
 Date: 4/30/2021
 Date:
 Date: 5-3-2021

GVWR/GCWR	14,500/20,500 lbs.
BODY/PAYLOAD ALLOWANCE	8,442 - 8,503 lbs.
GAWR	
Front	6,630 lbs.
Rear	11,020 lbs.
FRONT AXLE CAPACITY	6,830 lbs.
REAR AXLE CAPACITY	11,020 lbs.
Ratio	4.300
SUSPENSION F/R SPRINGS	Tapered/Multi-Leaf
Capacity	8,440/12,900 lbs.
FRAME	
Section Modulus	7.20 in. ³
Resistance Bending Moment	316,800 lb.-in.
SERVICE BRAKES	Vacuum/Hydraulic with
Front/Rear	4-Channel ABS Disc/Drum
TRANSMISSION	6L90 6-speed auto. with
	double overdrive and
	lock-up converter
ENGINE	GMPT L96 (Gen IV) V8 Vortec
	6000 (Optional: KL8 - Alternative
	Fuel Capable Engine)
Displacement	6.0L (365 in. ³)
Engine Power	297 hp @ 4,300 rpm
Engine Torque	372 lb.-ft. @ 4,000 rpm
LIMITED SLIP DIFFERENTIAL	Optional
ALTERNATOR	145-amp
BATTERIES	1 Maintenance-Free
	750-CCA
TIRES LRR (Low Rolling Resistance)	225/70R19.5G (14-pr)
	Standard
STEERING	Integral Hydraulic Power
STEERING COLUMN	Tilt and Telescopic
FUEL TANK	
Standard	30 gal. in-frame

NPR-HD GAS

CREW CAB



2018 ISUZU N-SERIES GAS WARRANTY COVERAGE AT A GLANCE

Vehicle Coverage	Warranty Limitations (Time or Mileage, Whichever Comes First)		Percentage of Dealer's Normal Charge Paid by Owner	
	Time in Years	Vehicle Miles	Parts	Labor
Basic	0-3 Years	0-36,000	No Charge	No Charge
Engine	0-5 Years	0-75,000	No Charge	No Charge
• Transmission				
• Drive Axle				
• Driveshaft				
• Front Axle I-Beam				
• Crossmembers	0-5 Years	0-75,000	No Charge	No Charge
Frame Rails	0-3 Years	0-36,000	No Charge	No Charge
	3-5 Years	Unlimited	50%	50%
Federal Emissions	0-5 Years	0-50,000	No Charge	No Charge
Engine Emissions Control System (NPR model) California	0-3 Years	0-50,000	No Charge	No Charge
Engine Emissions Control System (NPR model) California	0-7 Years	0-70,000	No Charge	No Charge
Tires	0-2 Years	0-24,000	No Charge	No Charge
Corrosion (Rust Through)	0-4 Years	Unlimited	No Charge	No Charge

The warranty coverages are determined by the mileage of the vehicle and the number of years from the delivery date. See your authorized Isuzu dealer for warranty details.

Wheelbase (in.)	Cab to Axle (in.)	Cab to End of Frame (in.)	Base of Cab (in.)	Overall Length (in.)	Body Length (ft.)	Overall Width (in.)	Axle Width (in.)	Overall Height (in.)
150.0	85.5	131.6	5.0	241.5	12	81.3	65.6	91.1
176.0	114.5	157.6	5.0	267.5	16	81.3	65.6	91.1

Line Item#	12,500 lbs GVWR Cab and Chassis		
Model Name:	ISUZU		
Manufacturer:	ISUZU		
Model No.:	NPR DIESEL 2019		
Bidders Name:	RUSH TRUCK OF GEORGIA DBA RUSH TRUCK ATLANTA		
Requested Equal?		Truck Base Unit Price	Return to Pricing Tab Index: A1
YES		\$42,607.00	
Required Bodies			
Line Item#	Item Description	Length	Price
1	64" (+ or - 6") cab to axle chassis with 12 FT. Flatbed Body with Stake Options	12ft	\$5,435.00
2	Utility body for 66" (+ or - 6") cab to axle chassis	9ft	\$6,925.00
3	Utility body for 64" (+ or - 6") cab to axle chassis	11ft	\$8,780.00
4	2.3 CY Dump Body for 66" (+ or - 6") Cab to axle chassis	11ft	\$10,425.00
Regional Delivery Price - FOB Destination: (see Attachment F- Georgia Regional Map)			
Location	Square Miles	Price	
Region 1	5,006.09	\$375.00	
Region 2	3,391.58	\$375.00	
Region 3	2,973.72	\$200.00	
Region 4	3,255.10	\$200.00	
Region 5	3,921.28	\$375.00	
Region 6	3,202.63	\$375.00	
Region 7	5,025.43	\$425.00	
Region 8	5,220.56	\$425.00	
Region 9	6,136.77	\$525.00	
Region 10	5,895.67	\$525.00	
Region 11	7,815.27	\$525.00	
Region 12	5,667.44	\$525.00	
Average Delivery Price:		\$404.17	
DOAS SPECIFIED Truck Options, Equipment & Accessories			
Line Item#	Item Description	Length (FT)	Price
5	Power door locks and windows		N/C
6	Snow Plow / Camper Package		N/A
7	Snow Plow Pmp Package		N/A
8	Warranty Surcharge (if Applicable)		3 YR UNLIMITED
9	First Side Bud (if available)		N/A
10	58" (+ or - 6") Standard cab to axle		N/A

11	84" (+ or - 6"), Standard cab to axle		N/C
12	108" (+ or - 6"), Standard cab to axle		\$ 442.00
13	56" (+ or - 6"), Extended cab to axle		N/A
14	84" (+ or - 6"), Extended cab to axle		N/A
15	108" (+ or - 6"), Extended cab to axle		N/A
16	56" (+ or - 6"), Crew cab to axle		N/A
17	84" (+ or - 6"), Crew cab to axle		N/A
18	108" (+ or - 6"), Crew cab to axle		N/A
19	Snow plow: Buyers SnowDogg model # HD75, 7.5" snow plow or approved equal.		\$ 4,550.00
20	Material spreader: Buyers SaltDogg MODEL # SHPE2000, 2 cubic yd Poly Spreader or approved equal.		\$ 4,395.00
21	Trailer Brake controller - Trailer brake controller with wiring for a seven (7) pin connector. Manufacturer or dealer Installed. (Applies to Line Items 2-3)		N/A
22	Reinforcement for cranes (Applies to Line Items 2-3)		\$ 1,500.00
23	Provision for welders and air compressors (Applies to Line Items 2-3)		SEE BELOW
24	Four Wheel Drive		N/A
25	Gasoline Engine (Credit for deletion of diesel engine) Note: Enter gasoline engine option in additional options.		\$ (5,175.00)
26	Stakes (approximately 36 to 44 in in height) (Applies to Item # 1)		\$ 1,265.00
27	No skid spray on urethane bed liner. (Applies to Item # 8)		\$ 450.00
28	Credit for deletion of flat bed body (Applies to Item # 8)		N/A
29	Force America One Hydraulic System: (W/249 series PTO or (engine mounted clutch pump) (Applies to Item # 4)		\$ 7,890.00
30	Force America Feed back kit part # FB-128-S100EX (Applies to Item # 4)		\$ 1,250.00
31	Force America ARC kit Part # 1125395 (Applies to Item # 4)		\$ 800.00
32	Buyers SnowDogg model # TE90 plow, with lights and locators (exact parts numbers change by make model and year of chassis) (Applies to Item # 4)		\$ 6,550.00
33	Buyers SaltDogg model # 1400500SSH 4.0 cubic yd spreader (Applies to Item # 4)		\$ 6,915.00
34	1496505 Buyers Spreader hold down kit (Applies to Item # 4)		\$ 116.26
35	8891144 Buyers spreader tail light kit (Applies to Item # 4)		\$ 570.00
36	30255884 Buyers 9ft spreader stand (manufacturer Installed) (Applies to Item # 4)		\$ 2,300.00
37	Buyers model # 3008560 tailgate lock kit (Applies to Item # 4)		\$ 282.50
38	PTO (Power Take Off)		\$2,200.00
SUPPLIER SPECIFIED Truck Options, Equipment & Accessories			
List ALL ITEMS on your truck build sheet (other than truck bodies) including but not limited to all cab to axle chassis lengths, Extended Warranties, Gas Engines, etc.			
Line Item#	Item Description	Price	

Attachment B

Cost Worksheet 1

39	CREW CAB V8 GAS ENGINE 12000 GVW	\$	8,300.00
40	HIGH VISIBILITY SEAT BELTS	\$	184.00
41	PTO SWITCH	\$	48.00
42	HEATED MIRRORS	\$	104.00
SUPPLIER SPECIFIED Truck Bodies			
List ALL Additional Truck Bodies the Suppliers will make available for sale at Dealer Invoice "cost"			
Line Item#	Item Description		
43	Crane body		
44	Central hydraulics system- same as Force America- Buyers brand		
45	1,000-4,000lbs electric and hydraulic cranes		
46	gas, diesel, PTO, and belt driven compressors		
47	gas, diesel, hydraulic welders		
48	gooseneck hitch body		
49	liftgates		
50	tool boxes		
51	Box van body		
52	landscape body		
53	aluminum dump, platform body		
54	sign truck body (limited models, not recommended below 15,000lbs GVWR)		
55	van and van body interior packages		
56	Service body- Georgia DOT spec		
57	11ft Dump body Georgia DOT spec		



City of Stockbridge

Agenda Request Form

Meeting Date

May 25, 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 - EXTENSION

AMOUNT \$35,000.00

BUDGET ADJUSTMENT - N/A

FROM ACCOUNT:

PRESENTER: Lindell Miller / Decius Aaron

ITEM/PROJECT/EVENT REQUEST FOR PROPOSAL (RFP) NUMBER: RFP No. 2018-001Q SPECIAL NON-HAZARDOUS WASTE SERVICES AGREEMENT RENEWAL - REPUBLIC SERVICES, INC.

BACKGROUND INFORMATION:

The Public Works Department is requesting City Council's approval to renew the term contract for Request For Proposal (RFP) No. 2018-001Q, Special Non-Hazardous Waste Service Agreement, between Republic Services, Inc, and the City of Stockbridge, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the Agreement.

STAFF RECOMMENDATION:

The Public Works Department is requesting City Council's approval to renew the term contract for Request For Proposal (RFP) No. 2018-001Q, Special Non-Hazardous Waste Service Agreement, between Republic Services, Inc, and the City of Stockbridge, for \$35,000 annually, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the Agreement.

The agreement with Republic Services, Inc, Request For Proposal (RFP) No. 2018-001Q, Special Non-Hazardous between Republic Services, Inc, was initiated on November 20, 2018. Republic Services, Inc, own and operates the Pine Ridge Landfill, which is the closest landfill within a reasonable distance to dispose of waste, bio solid waste (sludge) and acceptable waste, from the Wastewater Treatment Plant.

City staff is requesting a contract renewal through December 4, 2022. The Public Works Department has determined that Republic Services, Inc, has performed all work in accordance with the contract requirements, and have provided quality service to the City.

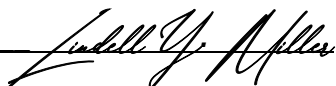
The contract was initiated November 20, 2018, for month-to-month and is renewed automatically. The contract expires December 4, 2021. The initial term will be automatically extended annually.

Section 3.30.227 - Renewals and extensions; The city council shall approve all renewals or term contract extensions: (A) to afford the city a continuous supply of items or services in the event of the termination or near termination of the award/contract and (B) where cost is greater than fifty thousand dollars (\$50,000.00); and when the original contract was approved by the city council.

3.30.160 - Exceptions. A 6. Utilities, where there is no reasonable basis for competitive procurement, for example electric power, water, and sewerage.

Fiscal Impact: Funds will be provided from account number 505-43300-523990.

APPROVED BY:

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



SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

Special Waste Profile Number: 3708131091

Generator Billing Information

Name: City of Stockbridge
Address: 4640 North Henry Blvd.
City: Stockbridge
State: Ga. Zip: 30281
Phone: 770-862-3742 Fax: 770-474-1215
Contact: bholtzinger@cityofstockbridge-ga.gov (Brad)

Republic Waste Location (Company)

Republic Services of Georgia, LP
d/b/a Pine Ridge Landfill
105 Bailey Jester Rd.
Griffin, Ga. 30224
770-233-9081

Project: Municipal Waste (Sludge-Solid) County and State of Origin: Henry, GA
Additional Information: Approved Annual Volume 400 Tons - Expiration Date 12/4/2021

1. **Special Waste Service.** Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.
2. **Acceptable Waste.** Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. (A) <u>Rates for Disposal:</u>				
<u>Waste</u>	<u>Disposal Method</u>	<u>Disposal Rate:</u>	<u>Fees / Taxes / Misc.</u>	<u>Transportation</u>
Munl. Waste Sludge (Solid)	Landfill	\$ 49.51 Per Ton	+ Applicable Fees	-

Additional Information: ***200.00 MINIMUM PER LOAD + ALL APPLICABLE FEES*** - WEEKLY BILLING -
Customer/Client will be responsible for notification of change in waste stream volume. Customer/Client will also be responsible for any additional charges for additional volume. This waste must be able to pass a paint filter test prior to shipment and disposal. Free Liquids are not permitted for landfill disposal.

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of Landfill Determined Without Prior Approval of Company.

- (B) **Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

1) Terms & Conditions

2) _____

4. **Term of Agreement.** This Agreement is effective for month to month, commencing 12/2/2018 and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALED AT THE BOTTOM OF THE PAGE.

GENERATOR

Devin T. Aaron
SIGNATURE (AUTHORIZED REPRESENTATIVE)

Public Works Director
NAME AND TITLE (PLEASE PRINT)

11/20/2018
DATE:

REPUBLIC SERVICES, INC/COMPANY

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE

YOUR SIGNATURE
REQUIRED

May 2009

Terms and Conditions of Special Waste Service Agreement

5. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, Addenda to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.

6. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.

7. **Special Waste.** Generator represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto or which is subsequently approved by the Company, (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).

8. **Right of Refusal/Rejection.** The Generator shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles and containers of Waste haulers, including the Generator's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement. The Generator shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.

9. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner upon at the facility of Company.

10. **Charges and Payment.** Payment shall be made by Generator within thirty (30) days after date of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator.

11. **Termination.** Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Generator shall be liable for all costs and damages incurred by the Company.

12. **Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.

13. **Indemnification.** Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys' fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.

14. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
General Liability	\$500,000 combined single limit
Automobile Liability	\$500,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the Company. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.

15. **Failure to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liability between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.

16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default by the Generator and shall give the Company the right to immediately terminate this Agreement.

- (A) A petition for reorganization or bankruptcy filed by or against the Generator.
- (B) Failure by Generator to pay any amounts due to Company.
- (C) Any breach by Generator of any of its obligations pursuant to the Agreement.

Generator shall be liable for and shall indemnify, defend and hold harmless Company from any losses, claims expenses or damages incurred by the Company as a result of termination hereunder.

17. **Assignment.** Generator may not assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.

18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. The Company reserves the right to immediately terminate access to the Facility by Generator and Generator's personnel in the event of breach or violation by Generator of any of the terms of this Agreement, the Company's operating rules or payment policies or any applicable laws or regulations.

19. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the Waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate Application or, (iii) re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.

20. Miscellaneous

- (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
- (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
- (C) No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
- (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or data) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
- (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
- (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgment, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
- (G) Generator represents, warrants and covenants that it is, and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
- (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.

21. **Notices.** All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.

22. **Liquidated Damages.** In the event that this Agreement is terminated by the Generator in a manner not in accordance with paragraph 4 hereof, or terminated due to a breach of this Agreement by the Generator, the Generator shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or the Generator's most recent monthly charge multiplied by six (6). The Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. The Generator acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of landfills and hiring of employees undertaken by the Company to service its customers including the Generator. This liquidated damages clause in no way relieves the Generator from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.

GENERATOR: RSU

Republic Services, Inc/COMPANY: _____

May 2009

INITIAL HERE



PROCUREMENT DIVISION

4640 North Henry Boulevard, Stockbridge, Georgia, 30281 | Phone: (770) 389-7900

CONTRACT RENEWAL EVALUATION FORM

Department: Public Work Department

Contact: Decius Aaron, Public Work Director

Contract No.: Request For Proposal No. 2018-001Q- Republic Services – Special Waste Services – Non-Hazardous Wastes

The above referenced contract was is scheduled to expire on 12/4/2021. Per the terms of the Contract, this Contract is eligible to be renewed for an additional **12-month term**.

Please complete the Survey (Section 1, below) evaluating the Contractor's performance during the past Contract Term. If answering "No" to any question, please provide a brief explanation. Per Section 2, please indicate whether you wish to renew this contract.

Section 1: Contractor Evaluation

	YES	NO	N/A
1. Contractor performed all work in conformance with the Contract requirements?	☒	☐	☐
2. Contractor was responsive and professional?	☒	☐	☐
3. Are you satisfied with the quality of the work performed by Contractor?	☒	☐	☐
4. Did Contractor anticipate your needs and provide value-added services beyond the scope/requirements of the Contract?	☐	☐	☒

Comments: _____

Section 2: Renewal

☐ No, we wish not to renew. Please close Contract.

☒ Yes, we wish to renew

a) Check the appropriate box below

☒ renew per the terms & requirements of original Contract
☐ renewal to include additional/modified terms & requirements, please contact me for details

Please sign and return this form to: Wanda J. Cooley, Procurement Assistant
Procurement – Contract Administration

Questions regarding this form should be directed to: _____.

Submitted by:

Dennis T. Aaron

(Department authorized signature)

Dennis T. Aaron

(printed name)

Public Works Director

(title)

5/12/2021

(date)



City of Stockbridge

Agenda Request Form

Meeting Date

May 25, 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

THE PUBLIC WORKS SPLOST ACCOUNT:

347-15100-521220

AMOUNT \$58,293.50

BUDGET ADJUSTMENT/ N/A

FROM ACCOUNT: _____

TO ACCOUNT: _____

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: Request For Qualifications (RFQ) Number 201509-01 - Public Works Facility
Construction Change Order – Additional Services

BACKGROUND INFORMATION:

The Public Works Department is requesting that City Council approve the change order for additional services. The existing contract for Pond and Company, is \$608,903.00. The change order amount is \$58,293.50, which extends the existing Contract Number RFQ 201509-01, with Pond and Company, to and overall total of \$667,196.50.

On June 13, 2016, the City of Stockbridge Council approved Resolution R16-734, for Design Services for the Maintenance Facility to Pond & Company; On May 8, 2017, the City Council approved Resolution R17-819 for a Task Order for construction drawings, flood assessment, Geotechnical Evaluation and Cost Estimate Services; and on October 14th, 2019, the City Council approved resolution number R19-1103 for \$126,250.00 for management consultant services to Pond & Company.

STAFF RECOMMENDATION:

T The Public Works Department is requesting that City Council approve the change order for additional services. The existing contract for Pond and Company, is \$608,903.00. The change order amount is \$58,293.50, which extends the existing Contract Number RFQ 201509-01, with Pond and Company, to and overall total of \$667,196.50.

The change order cost of \$58,293.50 includes additional supplemental services performed by NOVA, subcontractor coordination with NOVA and additional construction management services. (Exhibit I)

3.30.223 - Change orders and contract modifications. (A). A. General Provisions. Except as hereinafter provided, any change order or other modification of a contract term shall be approved by the city council.

Fiscal Impact: Funds will be provided from 347-42200-541321 (New Public Works Facility Account).

APPROVED BY:

LEGAL: YES NO or N/A Sign _____

PROCUREMENT YES NO or N/A Sign *Lindell G. Appler*

FINANCE DEPT: YES NO or N/A Sign _____

CITY MANAGER: YES NO or N/A Sign _____



3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744
www.pondco.com

March 17, 2021

Mr. Decius Aaron
Public Works Director
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

Subject: Stockbridge Public Works Facility; Additional services for Program Management

Dear Mr. Aaron,

The following proposal is for an extension of our Construction Program Management services for Stockbridge Public Works Facility. In providing these services, we intend to represent and operate as an extension of City to provide administration, coordination, and oversight of the construction phase of the project to ensure that all elements of the work meet the required quality, design standards, budget and construction schedule. In general, the services provided as part of this proposal will serve to monitor and manage construction activities that will affect the costs, schedule and quality. This proposal extends our contract for services to May 30, 2021.

Professional Fees

In keeping with the Contract, our fees will be hourly plus reimbursable expense. The fees for the design services will be \$37,000.00.

We appreciate the opportunity to provide these services to the City of Stockbridge. Your signature and returned copy will serve as a Notice to Proceed.

If you have any questions, please feel free to call me at 404-748-4735. We look forward to continuing our work with you on this project.

Sincerely,

POND

BJ Martin, PE
Program Manager

**NOTICE TO PROCEED
CITY OF STOCKBRIDGE**

(Signature)

(Printed Name & Title)

(Date)

RESOLUTION

R16-734

A RESOLUTION AUTHORIZING THE ENTERING INTO A CONTRACT WITH POND & COMPANY WITH RESPECT TO THE DESIGN SERVICES FOR THE MAINTENANCE FACILITY; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

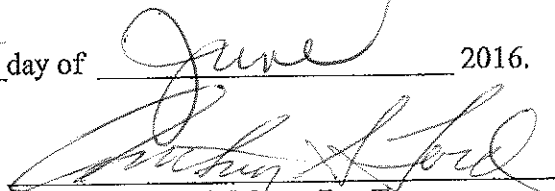
WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City finds it necessary and desirable to enter into a contract with Pond & Company with respect to the design services for the Maintenance Facility;

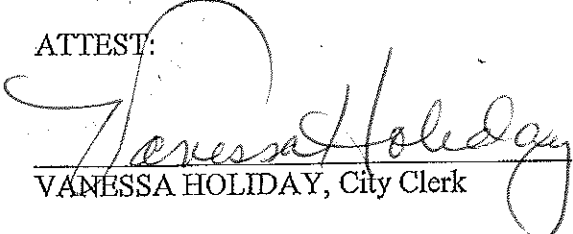
THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

1. Approval of Execution. The City Council hereby approves the contract with Pond & Company, attached hereto as Exhibit A and the Mayor or Mayor Pro Tem is hereby authorized to execute said contract with such changes as are recommended by the City Attorney.
2. Documents. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.
3. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
4. Repeal of Conflicting Provisions. All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. Effective Date. This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO BE IT RESOLVED this 13th day of June 2016.


Anthony S. Ford, Mayor Pro Tem

ATTEST:

 (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

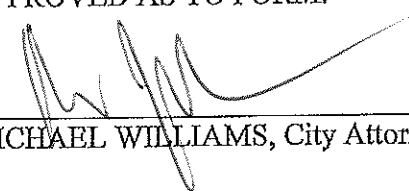

MICHAEL WILLIAMS, City Attorney

EXHIBIT A
CONTRACT



Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 25th day of May in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Stockbridge
Purchasing Department
4640 N. Henry Blvd.
Stockbridge, GA 30281

and the Architect:
(Name, legal status, address and other information)

Pond & Company
3500 Parkway Ln.
Suite 600
Norcross, GA 30092

for the following Project:
(Name, location and detailed description)

RFQ 201509-01
Replacement of Public Works Maintenance Building
Stockbridge, GA

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- | | |
|----|-------------------------------------|
| 1 | INITIAL INFORMATION |
| 2 | ARCHITECT'S RESPONSIBILITIES |
| 3 | SCOPE OF ARCHITECT'S BASIC SERVICES |
| 4 | ADDITIONAL SERVICES |
| 5 | OWNER'S RESPONSIBILITIES |
| 6 | COST OF THE WORK |
| 7 | COPYRIGHTS AND LICENSES |
| 8 | CLAIMS AND DISPUTES |
| 9 | TERMINATION OR SUSPENSION |
| 10 | MISCELLANEOUS PROVISIONS |
| 11 | COMPENSATION |
| 12 | SPECIAL TERMS AND CONDITIONS |
| 13 | SCOPE OF THE AGREEMENT |

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

See 13.2 for incorporation of Exhibit A.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

October 2016

- .2 Substantial Completion date:

July 2017

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
\$1,000,000
- .2 Automobile Liability
\$1,000,000
- .3 Workers' Compensation
Statutory
- .4 Professional Liability
\$1,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary architecture, interior design, landscape architecture, civil, structural, fire protection, mechanical, and electrical engineering services. Telecommunications/Data design services will indicate pathway's for cabling, racks for servers, backboards for equipment, and punch blocks for phones. A fully designed telecommunications/data system is not a Basic Service. No testing is included in Basic Services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded.

Init.

by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 PROGRAM AND SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall work with the Owner to develop one program for Owner review. The Architect shall adjust the program two additional times if needed to satisfy the Owner's comments or concerns. The Architect shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare one Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and

Init.

describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

(Paragraph deleted)

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; and (2) confirming responsiveness of bids or proposals.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1
- .2
- .3
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract

Int.

Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (B202™-2008)	Not Provided	
§ 4.1.7 Civil engineering	As Described in Basic Services	
§ 4.1.8 Landscape design	As Described in Basic Services	
§ 4.1.9 Architectural Interior Design (B252™-2007)	As Described in Basic Services	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	As Described in	

		Basic Services	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study

init.

- and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 18 (Eighteen) visits to the site by the Architect over the duration of the Project during construction
- .3 1 (One) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 1 (One) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within 15 (fifteen) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

Init.

Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. If the Cost of Work is not more than 10% above the Owner's budget the Architect is not obligated to modify the documents.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly Rates as represented in Exhibit B

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly Rates as represented in Exhibit B

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly Rates as represented in Exhibit B

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

(Paragraph deleted)

(Table deleted)

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly Rates as represented in Exhibit B

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

\$40,000

§ 11.10 PAYMENTS TO THE ARCHITECT

(Paragraph deleted)

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 60 (sixty) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

ten % 10%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:32:00 on 06/10/2016 under Order No.6893451393_1 which expires on 09/14/2016, and is not for resale.
User Notes:

(1433166460)

1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

2

3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A and Exhibit B

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

John Cassidy, Executive V.P.

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for **AIA® Document B101™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:32:00 on 06/10/2016.

PAGE 1

AGREEMENT made as of the 25th day of May in the year 2016

...

City of Stockbridge
Purchasing Department
4640 N. Henry Blvd.
Stockbridge, GA 30281

...

Pond & Company
3500 Parkway Ln.
Suite 600
Norcross, GA 30092

...

RFQ 201509-01
Replacement of Public Works Maintenance Building
Stockbridge, GA

PAGE 2

See 13.2 for incorporation of Exhibit A.

...

October 2016

...

July 2017

PAGE 3

\$1,000,000

...

\$1,000,000

...

Statutory

...

\$1,000,000

...

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary architecture, interior design, landscape architecture, civil, structural, fire protection, mechanical, and electrical engineering services. Telecommunications/Data design services will indicate pathway's for cabling, racks for servers, backboards for equipment, and punch blocks for phones. A fully designed telecommunications/data system is not a Basic Service. No testing is included in Basic Services. Services not set forth in this Article 3 are Additional Services.

PAGE 4

§ 3.2 PROGRAM AND SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 ~~The Architect shall review the program and other information furnished by the Owner, and work with the Owner to develop one program for Owner review. The Architect shall adjust the program two additional times if needed to satisfy the Owner's comments or concerns. The Architect shall review laws, codes, and regulations applicable to the Architect's services.~~

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

...

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare one Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

...

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. ~~The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.~~

PAGE 5

~~§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions).~~

The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; competitive bids; and (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction proposals.

...

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;

...

- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 — procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 — organizing and participating in selection interviews with prospective contractors; and
- .3 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

PAGE 8

§ 4.1.1	Programming (B202™-2009)		
§ 4.1.2	Multiple preliminary designs	Not Provided	
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6	Building Information Modeling (B202™-2008)	Not Provided	
§ 4.1.7	Civil engineering	As Described in Basic Services	
§ 4.1.8	Landscape design	As Described in Basic Services	

§ 4.1.9 Architectural Interior Design (B252™-2007)	As Described in Basic Services	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	As Described in Basic Services	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

PAGE 10

- .1 (—) ~~Two (2)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 (—) ~~18 (Eighteen)~~ visits to the site by the Architect over the duration of the Project during construction
- .3 (—) ~~1 (One)~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (—) ~~1 (One)~~ inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within (—) ~~15 (fifteen)~~ months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 11

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

PAGE 12

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this

Article 6. If the Cost of Work is not more than 10% above the Owner's budget the Architect is not obligated to modify the documents.

PAGE 13

[X] Litigation in a court of competent jurisdiction

...

§ 8.3 ARBITRATION

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 CONSOLIDATION OR JOINDER

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration; provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

PAGE 15

Hourly Rates as represented in Exhibit B

...

Hourly Rates as represented in Exhibit B

...

Hourly Rates as represented in Exhibit B

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (~~ten~~ percent (10 %), or as otherwise stated below:

...

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	percent—(	%)
Design-Development Phase	percent—(	%)
Construction Documents Phase	percent—(	%)
Bidding or Negotiation Phase	percent—(	%)
Construction Phase	percent—(	%)
Total Basic Compensation	one hundred percent—(	100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

...

Hourly Rates as represented in Exhibit B

Employee or Category Rate

PAGE 16

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (~~fifteen~~ percent (15 %) of the expenses incurred.

...

\$40,000

...

§ 11.10.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 60 (sixty) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

ten % 10%

PAGE 17

.2 ~~AIA Document B201™ – 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

...

Exhibit A and Exhibit B

...

John Cassidy, Executive V.P.

Certification of Document's Authenticity

AIA® Document D401™ — 2003

I, John Cassidy, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:32:00 on 06/10/2016 under Order No. 6893451393_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ — 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

RESOLUTION NO. R17-819

**A RESOLUTION TO AUTHORIZE TASK ORDER RELATIVE TO THE
NEW PUBLIC WORKS BUILDING TO BE CONSTRUCTED**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to approve a task order for the City's proposed new public works building;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Purchase. The task order attached hereto as Exhibit A is hereby approved by the City Council.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

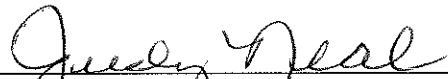
SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

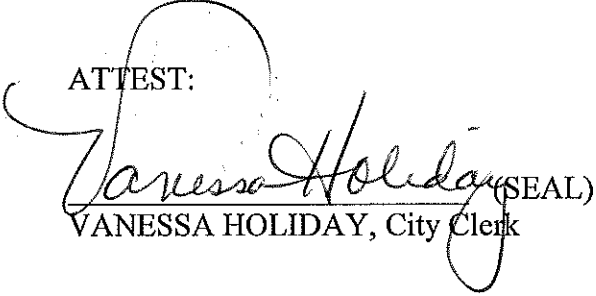
SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 8th day of May, 2017.


JUDY NEAL, Mayor

ATTEST:


VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


MICHAEL WILLIAMS, City Attorney



Responsive People. Real Partners.

*Architects
Engineers
Planners
Constructors*

3500 Parkway Lane
Suite 600
Peachtree Corners, GA 30092

P 678.336.7740
F 678.336.7744
www.pondco.com

May 4, 2017

Mr. Decius Arron
Public Works Director
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

Subject: Stockbridge Public Works Facility, Construction Drawings, Flood Assessment, Geotechnical Evaluation and Cost Estimate Services.

Dear Mr. Arron:

During the review of the master plan and the concept review we discussed your desire to move forward with the design phase of construction plans. In addition you asked for an opinion probable cost throughout the process. This will identify the potential cost of construction and help identify the need to modify the scope so that the facility can be built within your budget.

In order to provide an appropriate design we recommend completing a Geotechnical Evaluation of the building location. This will help identify the current site conditions and provide and appropriate and cost-effective design in areas such as building foundations, pavement design and storm water management.

Also, per our discussion the construction will require a certification stating that the building will not cause a change in the current and future conditions floodplain in which it will be placed. In order to do this our staff must analyze the current floodplain and future floodplain with and without the proposed development. The evaluation will need to show that there will be no adverse impact due to the development. This is required to attain permits and variances needed to construct the facility, associated parking, drives and storm water controls.

A more detailed scope is outlined below.

Scope of Service

If approved the following services will be provided as outlined below:

1. Construction Drawings.

These drawings will include drawings, specifications and details required to bid the project and obtain building permits. The design aspects will address applicable local, state, and federal requirements. A 95% complete set will be submitted to the City for review. The City's comments are anticipated to be returned within two weeks of submittal. Once the comments have been received they will be included in the final Construction Documents which will include the following items:

i. Architectural

1. Floor plan
2. Reflective ceiling plan
3. Roof plan
4. Select exterior elevations
5. Select interior elevations
6. Architectural details
7. Finish schedules
8. Code review and life safety plan

- ii. Structural
 - 1. Foundation plans
 - 2. Framing sections
 - 3. Roof plan
 - 4. Structural details
 - iii. Electrical
 - 1. Lighting plan
 - 2. Power plan
 - 3. Mechanical power plan
 - 4. Security plan
 - 5. Equipment schedule
 - 6. Electrical site plan
 - 7. Panel schedules
 - 8. Electrical details
 - iv. Telecommunication
 - 1. Riser diagram
 - 2. Telecomm site plan
 - 3. Telecomm details
 - v. Fire Protection
 - 1. Fire protection plan
 - 2. Fire protection details
 - 3. Fire alarm riser diagram
 - vi. Civil
 - 1. Vicinity map
 - 2. Demolition plan
 - 3. Site plan
 - 4. Grading plan
 - 5. Storm sewer plan
 - 6. Utility plan
 - 7. Sanitary sewer plan
 - 8. Paving plan
 - 9. Striping plan
 - 10. Civil details
 - 11. Erosion and sediment control plan
 - 12. Erosion control details
2. Floodplain Study
- This study will be provide in an effort to gain permits and variances required by local, state, and federal agencies for development within the 100 year flood plan as established by the Federal Emergency Management Agency (agency). This study will include the following.
- i. Flood Modeling: This will show current floodplain and the anticipated effect that the new facility will have on the floodplain.
 - ii. Volume Compensation: This provides the amount of volume the must be added to the floodplain in order to prevent a rise in the Floodplain through this development.
 - iii. Flood Study: This documents will provide a detailed description of the findings of the flood modeling and volume to compensation. It will outline the requirements to develop the site based on these findings.
 - iv. This process does not include the cost of any development; permit application or variance fee.
3. Cost Estimate
- A cost estimate (an opinion of probable cost) is an invaluable tool during the design process. Pond will provide cost estimates at periodic increments during the plan development process. This will begin with an estimate based on our design to date. Because the plans are not fully developed this estimate will be more of a parametric estimate. This is good to make sure we are in line with you budget goals from the start. This will be followed by a second estimate at approximately halfway through the design (50%) to insure we are still on track with plans that have a higher level of detail. The last estimate will accompany our review submittal at the 95% point. Baring significant comments or changes, we would expect this estimate to be in line with what you may expect at time bid.

4. Geotechnical Evaluation

The geotechnical investigations is critical to the development of the site and building plans. Unknown issues such as unsuitable soils, rock and buried debris can cause costly change orders during the construction phase. Determining these items upfront allows the design team to account for potential unknowns. In addition to move forward with a suitable foundation design a soils report is needed. The report shall include the following information and recommendations:

- a. Introduction
 - i. Purpose of Exploration
 - ii. Scope of Investigation
 - iii. Summary of Recommendations
- b. Project Information
 - i. General Information
 - ii. Report Organization
 - iii. Project Documents
- c. Site and Subsurface Conditions
 - i. Surface Conditions
 - ii. Geology
 - iii. Earthquake Potential (soil profile and Seismic Site Classification per the 2012 International Building Code (IBC))
 - iv. General Subsurface Conditions, including lateral earth pressure coefficient (passive, at rest and active).
 - v. Laboratory Test Results and Soil Parameters
 - vi. Site Groundwater
- d. Foundation Recommendations
 - i. General Basis for Recommendations
 - ii. Settlement Considerations
 - iii. Shrink/Swell Potential
 - iv. Organic Content
 - v. Construction Considerations (spread and strip footings)
 - vi. Pile recommendations (if required)
 - vii. Recommended pile type and capacities based on design loads provided (compression, tension and lateral) – lateral pile capacities should be determined assuming minimum reinforcement as required by code and a total allowable translation of ¼" at the top of pile.
 - viii. Recommendations in regard to the use of Geopiers in lieu of deep foundations (if required, based on site specific findings)
 - ix. CBR and k values for the soil.
- e. Construction Considerations
 - i. Site Preparation
 - ii. Compacted Fill Operations
 - iii. Suitability of On-Site Soils for Fill Use
 - iv. Slab-on-Grade Considerations (including subgrade modulus)
 - v. Recommended rigid and flexible paving sections
- f. Dewatering (if required)
- g. Graphical Presentation
 - i. Boring Location Plan
 - ii. Subsurface Profile
 - iii. Boring Logs, including blow counts
 - iv. Groundwater Level Data
- h. Laboratory Data
- i. Other Relevant Information
- j. Other considerations
 - i. Boring elevations will be referenced to a benchmark located on the project site. The location of the benchmark will be agreed to by the Contractor and the Owner's representative prior to commencing drilling operations.
 - ii. Any subsurface utilities and structures prior will be located prior to commencing drilling.
 - iii. The contractor will be responsible for any damages to existing utilities resulting from the exploratory activities and such damage shall be repaired at the Contractor's expense

- iv. The contractor shall promptly restore the site to its original condition at the location of each operation.

Professional Fees

All work outlined above will be conducted by Pond with the exception of the, geotechnical and cost estimating service outlined above. In keeping with the Contract our fees will be hourly plus reimbursable expense, however an estimated total fee for the Construction Documents, Floodplain Study and Specifications has been provided below for your review. This is in addition to the fees previously authorized. Also, In keeping with the Contract paragraph 11.4, the fees for the cost estimating and geotechnical services shall be the fee invoiced Pond by the consultant plus 10%.

Construction Drawings, Floodplain Model and Specifications.	\$172,760 ESTIMATE
Geotechnical Exploration	\$ 6,160
Cost Estimating	\$ 6,875

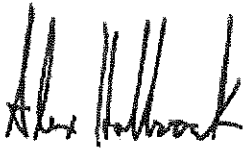
We appreciate the opportunity to provide these services to the City of Stockbridge and to continue working with you on this important project. Your signature and returned copy will serve as a Notice to Proceed for the Construction Documents, Floodplain Study, Specifications, Cost Estimate, and Geotechnical Evaluation.

If you have any questions, please feel free to call me at 404-748-4732. We look forward to working with you on this project.

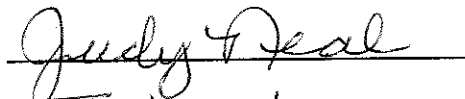
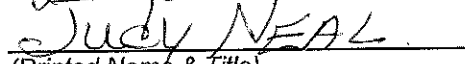
Sincerely,

POND

**NOTICE TO PROCEED
CITY OF STOCKBRIDGE**



Alex Holbrook
Program Director



(Printed Name & Title)
(Date)

STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE

RESOLUTION NO. R19-1103

**A RESOLUTION TO AUTHORIZE CONSTRUCTION PROGRAM
MANAGEMENT OF THE PUBLIC WORKS ADMINISTRATION
BUILDING**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to approve the Pond Company as the construction program manager for the Public Works Administration Building;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Bidder. The designation of Pond Company as the construction program manager for the Public Works Administration Building as presented to the City Council on October 14, 2019 is hereby approved by the City Council.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 14th day of October, 2019.



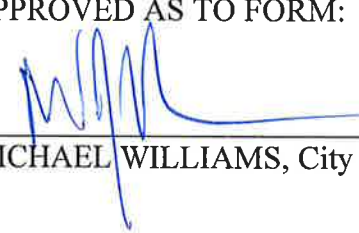
ANTHONY S. FORD, Mayor

ATTEST:



VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:



MICHAEL WILLIAMS, City Attorney

RESOLUTION

R16-734

A RESOLUTION AUTHORIZING THE ENTERING INTO A CONTRACT WITH POND & COMPANY WITH RESPECT TO THE DESIGN SERVICES FOR THE MAINTENANCE FACILITY; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

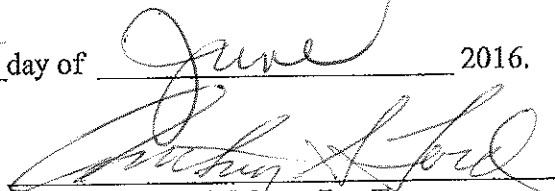
WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City finds it necessary and desirable to enter into a contract with Pond & Company with respect to the design services for the Maintenance Facility;

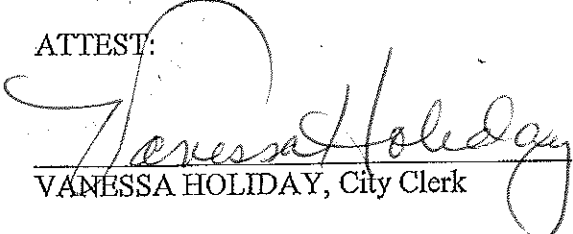
THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

1. Approval of Execution. The City Council hereby approves the contract with Pond & Company, attached hereto as Exhibit A and the Mayor or Mayor Pro Tem is hereby authorized to execute said contract with such changes as are recommended by the City Attorney.
2. Documents. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.
3. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
4. Repeal of Conflicting Provisions. All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. Effective Date. This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO BE IT RESOLVED this 13th day of June 2016.


Anthony S. Ford, Mayor Pro Tem

ATTEST:

 (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

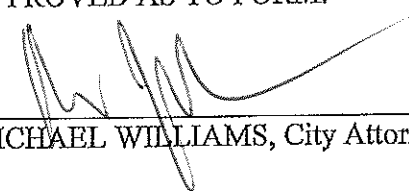

MICHAEL WILLIAMS, City Attorney

EXHIBIT A
CONTRACT



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 25th day of May in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Stockbridge
Purchasing Department
4640 N. Henry Blvd.
Stockbridge, GA 30281

and the Architect:
(Name, legal status, address and other information)

Pond & Company
3500 Parkway Ln.
Suite 600
Norcross, GA 30092

for the following Project:
(Name, location and detailed description)

RFQ 201509-01
Replacement of Public Works Maintenance Building
Stockbridge, GA

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- | | |
|----|-------------------------------------|
| 1 | INITIAL INFORMATION |
| 2 | ARCHITECT'S RESPONSIBILITIES |
| 3 | SCOPE OF ARCHITECT'S BASIC SERVICES |
| 4 | ADDITIONAL SERVICES |
| 5 | OWNER'S RESPONSIBILITIES |
| 6 | COST OF THE WORK |
| 7 | COPYRIGHTS AND LICENSES |
| 8 | CLAIMS AND DISPUTES |
| 9 | TERMINATION OR SUSPENSION |
| 10 | MISCELLANEOUS PROVISIONS |
| 11 | COMPENSATION |
| 12 | SPECIAL TERMS AND CONDITIONS |
| 13 | SCOPE OF THE AGREEMENT |

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

See 13.2 for incorporation of Exhibit A.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

October 2016

- .2 Substantial Completion date:

July 2017

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
\$1,000,000
- .2 Automobile Liability
\$1,000,000
- .3 Workers' Compensation
Statutory
- .4 Professional Liability
\$1,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary architecture, interior design, landscape architecture, civil, structural, fire protection, mechanical, and electrical engineering services. Telecommunications/Data design services will indicate pathway's for cabling, racks for servers, backboards for equipment, and punch blocks for phones. A fully designed telecommunications/data system is not a Basic Service. No testing is included in Basic Services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded

Init.

by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 PROGRAM AND SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall work with the Owner to develop one program for Owner review. The Architect shall adjust the program two additional times if needed to satisfy the Owner's comments or concerns. The Architect shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare one Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and

Init.

describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

(Paragraph deleted)

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; and (2) confirming responsiveness of bids or proposals.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1
- .2
- .3
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract

Int.

Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (B202™-2008)	Not Provided	
§ 4.1.7 Civil engineering	As Described in Basic Services	
§ 4.1.8 Landscape design	As Described in Basic Services	
§ 4.1.9 Architectural Interior Design (B252™-2007)	As Described in Basic Services	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	As Described in	

		Basic Services	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study

init.

- and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 18 (Eighteen) visits to the site by the Architect over the duration of the Project during construction
- .3 1 (One) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 1 (One) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within 15 (fifteen) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

Init.

Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. If the Cost of Work is not more than 10% above the Owner's budget the Architect is not obligated to modify the documents.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly Rates as represented in Exhibit B

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly Rates as represented in Exhibit B

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly Rates as represented in Exhibit B

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

(Paragraph deleted)

(Table deleted)

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly Rates as represented in Exhibit B

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

\$40,000

§ 11.10 PAYMENTS TO THE ARCHITECT

(Paragraph deleted)

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 60 (sixty) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

ten % 10%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:32:00 on 06/10/2016 under Order No.6893451393_1 which expires on 09/14/2016, and is not for resale.
User Notes:

(1433166460)

1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

2

3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A and Exhibit B

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

John Cassidy, Executive V.P.

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for **AIA® Document B101™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:32:00 on 06/10/2016.

PAGE 1

AGREEMENT made as of the 25th day of May in the year 2016

...

City of Stockbridge
Purchasing Department
4640 N. Henry Blvd.
Stockbridge, GA 30281

...

Pond & Company
3500 Parkway Ln.
Suite 600
Norcross, GA 30092

...

RFQ 201509-01
Replacement of Public Works Maintenance Building
Stockbridge, GA

PAGE 2

See 13.2 for incorporation of Exhibit A.

...

October 2016

...

July 2017

PAGE 3

\$1,000,000

...

\$1,000,000

...

Statutory

...

\$1,000,000

...

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary architecture, interior design, landscape architecture, civil, structural, fire protection, mechanical, and electrical engineering services. Telecommunications/Data design services will indicate pathway's for cabling, racks for servers, backboards for equipment, and punch blocks for phones. A fully designed telecommunications/data system is not a Basic Service. No testing is included in Basic Services. Services not set forth in this Article 3 are Additional Services.

PAGE 4

§ 3.2 PROGRAM AND SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 ~~The Architect shall review the program and other information furnished by the Owner, and work with the Owner to develop one program for Owner review. The Architect shall adjust the program two additional times if needed to satisfy the Owner's comments or concerns. The Architect shall review laws, codes, and regulations applicable to the Architect's services.~~

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

...

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare one Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

...

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. ~~The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.~~

PAGE 5

~~§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions).~~

The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; competitive bids; and (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction proposals.

...

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;

...

- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 — procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 — organizing and participating in selection interviews with prospective contractors; and
- .3 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

PAGE 8

§ 4.1.1	Programming (B202™-2009)		
§ 4.1.2	Multiple preliminary designs	Not Provided	
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6	Building Information Modeling (B202™-2008)	Not Provided	
§ 4.1.7	Civil engineering	As Described in Basic Services	
§ 4.1.8	Landscape design	As Described in Basic Services	

§ 4.1.9 Architectural Interior Design (B252™-2007)	As Described in Basic Services	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	As Described in Basic Services	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

PAGE 10

- .1 (—) ~~Two~~ (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 (—) ~~18~~ (Eighteen) visits to the site by the Architect over the duration of the Project during construction
- .3 (—) ~~1~~ (One) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (—) ~~1~~ (One) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within (—) ~~15~~ (fifteen) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 11

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

PAGE 12

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this

Article 6. If the Cost of Work is not more than 10% above the Owner's budget the Architect is not obligated to modify the documents.

PAGE 13

[X] Litigation in a court of competent jurisdiction

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration; provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

PAGE 15

Hourly Rates as represented in Exhibit B

Hourly Rates as represented in Exhibit B

...

Hourly Rates as represented in Exhibit B

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (~~ten~~ percent (10 %), or as otherwise stated below:

...

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	percent—(	%)
Design Development Phase	percent—(	%)
Construction Documents Phase	percent—(	%)
Bidding or Negotiation Phase	percent—(	%)
Construction Phase	percent—(	%)
Total Basic Compensation	one hundred percent—(	100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

...

Hourly Rates as represented in Exhibit B

Employee or Category Rate

PAGE 16

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (~~fifteen~~ percent (15 %) of the expenses incurred.

...

\$40,000

...

§ 11.10.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 60 (sixty) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

ten % 10%

PAGE 17

.2 ~~AIA Document B201™ – 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

...

Exhibit A and Exhibit B

...

John Cassidy, Executive V.P.

Certification of Document's Authenticity

AIA® Document D401™ — 2003

I, John Cassidy, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:32:00 on 06/10/2016 under Order No. 6893451393_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ — 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

RESOLUTION NO. R17-819

**A RESOLUTION TO AUTHORIZE TASK ORDER RELATIVE TO THE
NEW PUBLIC WORKS BUILDING TO BE CONSTRUCTED**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to approve a task order for the City's proposed new public works building;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Purchase. The task order attached hereto as Exhibit A is hereby approved by the City Council.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

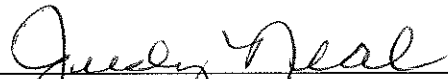
SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

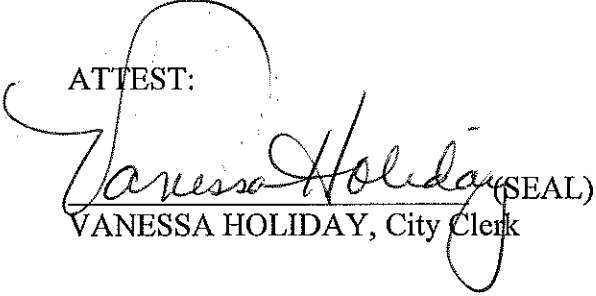
SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 8th day of May, 2017.


JUDY NEAL, Mayor

ATTEST:


VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


MICHAEL WILLIAMS, City Attorney



Responsive People. Real Partners.

*Architects
Engineers
Planners
Constructors*

3500 Parkway Lane
Suite 600
Peachtree Corners, GA 30092

P 678.336.7740
F 678.336.7744
www.pondco.com

May 4, 2017

Mr. Decius Arron
Public Works Director
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

Subject: Stockbridge Public Works Facility, Construction Drawings, Flood Assessment, Geotechnical Evaluation and Cost Estimate Services.

Dear Mr. Arron:

During the review of the master plan and the concept review we discussed your desire to move forward with the design phase of construction plans. In addition you asked for an opinion probable cost throughout the process. This will identify the potential cost of construction and help identify the need to modify the scope so that the facility can be built within your budget.

In order to provide an appropriate design we recommend completing a Geotechnical Evaluation of the building location. This will help identify the current site conditions and provide and appropriate and cost-effective design in areas such as building foundations, pavement design and storm water management.

Also, per our discussion the construction will require a certification stating that the building will not cause a change in the current and future conditions floodplain in which it will be placed. In order to do this our staff must analyze the current floodplain and future floodplain with and without the proposed development. The evaluation will need to show that there will be no adverse impact due to the development. This is required to attain permits and variances needed to construct the facility, associated parking, drives and storm water controls.

A more detailed scope is outlined below.

Scope of Service

If approved the following services will be provided as outlined below:

1. Construction Drawings.

These drawings will include drawings, specifications and details required to bid the project and obtain building permits. The design aspects will address applicable local, state, and federal requirements. A 95% complete set will be submitted to the City for review. The City's comments are anticipated to be returned within two weeks of submittal. Once the comments have been received they will be included in the final Construction Documents which will include the following items:

i. Architectural

1. Floor plan
2. Reflective ceiling plan
3. Roof plan
4. Select exterior elevations
5. Select interior elevations
6. Architectural details
7. Finish schedules
8. Code review and life safety plan

- ii. Structural
 - 1. Foundation plans
 - 2. Framing sections
 - 3. Roof plan
 - 4. Structural details
 - iii. Electrical
 - 1. Lighting plan
 - 2. Power plan
 - 3. Mechanical power plan
 - 4. Security plan
 - 5. Equipment schedule
 - 6. Electrical site plan
 - 7. Panel schedules
 - 8. Electrical details
 - iv. Telecommunication
 - 1. Riser diagram
 - 2. Telecomm site plan
 - 3. Telecomm details
 - v. Fire Protection
 - 1. Fire protection plan
 - 2. Fire protection details
 - 3. Fire alarm riser diagram
 - vi. Civil
 - 1. Vicinity map
 - 2. Demolition plan
 - 3. Site plan
 - 4. Grading plan
 - 5. Storm sewer plan
 - 6. Utility plan
 - 7. Sanitary sewer plan
 - 8. Paving plan
 - 9. Striping plan
 - 10. Civil details
 - 11. Erosion and sediment control plan
 - 12. Erosion control details
2. Floodplain Study
- This study will be provide in an effort to gain permits and variances required by local, state, and federal agencies for development within the 100 year flood plan as established by the Federal Emergency Management Agency (agency). This study will include the following.
- i. Flood Modeling: This will show current floodplain and the anticipated effect that the new facility will have on the floodplain.
 - ii. Volume Compensation: This provides the amount of volume the must be added to the floodplain in order to prevent a rise in the Floodplain through this development.
 - iii. Flood Study: This documents will provide a detailed description of the findings of the flood modeling and volume to compensation. It will outline the requirements to develop the site based on these findings.
 - iv. This process does not include the cost of any development; permit application or variance fee.
3. Cost Estimate
- A cost estimate (an opinion of probable cost) is an invaluable tool during the design process. Pond will provide cost estimates at periodic increments during the plan development process. This will begin with an estimate based on our design to date. Because the plans are not fully developed this estimate will be more of a parametric estimate. This is good to make sure we are in line with you budget goals from the start. This will be followed by a second estimate at approximately halfway through the design (50%) to insure we are still on track with plans that have a higher level of detail. The last estimate will accompany our review submittal at the 95% point. Baring significant comments or changes, we would expect this estimate to be in line with what you may expect at time bid.

4. Geotechnical Evaluation

The geotechnical investigations is critical to the development of the site and building plans. Unknown issues such as unsuitable soils, rock and buried debris can cause costly change orders during the construction phase. Determining these items upfront allows the design team to account for potential unknowns. In addition to move forward with a suitable foundation design a soils report is needed. The report shall include the following information and recommendations:

- a. Introduction
 - i. Purpose of Exploration
 - ii. Scope of Investigation
 - iii. Summary of Recommendations
- b. Project Information
 - i. General Information
 - ii. Report Organization
 - iii. Project Documents
- c. Site and Subsurface Conditions
 - i. Surface Conditions
 - ii. Geology
 - iii. Earthquake Potential (soil profile and Seismic Site Classification per the 2012 International Building Code (IBC))
 - iv. General Subsurface Conditions, including lateral earth pressure coefficient (passive, at rest and active).
 - v. Laboratory Test Results and Soil Parameters
 - vi. Site Groundwater
- d. Foundation Recommendations
 - i. General Basis for Recommendations
 - ii. Settlement Considerations
 - iii. Shrink/Swell Potential
 - iv. Organic Content
 - v. Construction Considerations (spread and strip footings)
 - vi. Pile recommendations (if required)
 - vii. Recommended pile type and capacities based on design loads provided (compression, tension and lateral) – lateral pile capacities should be determined assuming minimum reinforcement as required by code and a total allowable translation of ¼" at the top of pile.
 - viii. Recommendations in regard to the use of Geopiers in lieu of deep foundations (if required, based on site specific findings)
 - ix. CBR and k values for the soil.
- e. Construction Considerations
 - i. Site Preparation
 - ii. Compacted Fill Operations
 - iii. Suitability of On-Site Soils for Fill Use
 - iv. Slab-on-Grade Considerations (including subgrade modulus)
 - v. Recommended rigid and flexible paving sections
- f. Dewatering (if required)
- g. Graphical Presentation
 - i. Boring Location Plan
 - ii. Subsurface Profile
 - iii. Boring Logs, including blow counts
 - iv. Groundwater Level Data
- h. Laboratory Data
- i. Other Relevant Information
- j. Other considerations
 - i. Boring elevations will be referenced to a benchmark located on the project site. The location of the benchmark will be agreed to by the Contractor and the Owner's representative prior to commencing drilling operations.
 - ii. Any subsurface utilities and structures prior will be located prior to commencing drilling.
 - iii. The contractor will be responsible for any damages to existing utilities resulting from the exploratory activities and such damage shall be repaired at the Contractor's expense

- iv. The contractor shall promptly restore the site to its original condition at the location of each operation.

Professional Fees

All work outlined above will be conducted by Pond with the exception of the, geotechnical and cost estimating service outlined above. In keeping with the Contract our fees will be hourly plus reimbursable expense, however an estimated total fee for the Construction Documents, Floodplain Study and Specifications has been provided below for your review. This is in addition to the fees previously authorized. Also, In keeping with the Contract paragraph 11.4, the fees for the cost estimating and geotechnical services shall be the fee invoiced Pond by the consultant plus 10%.

Construction Drawings, Floodplain Model and Specifications.	\$172,760 ESTIMATE
Geotechnical Exploration	\$ 6,160
Cost Estimating	\$ 6,875

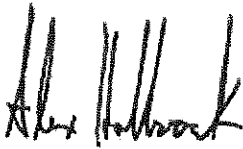
We appreciate the opportunity to provide these services to the City of Stockbridge and to continue working with you on this important project. Your signature and returned copy will serve as a Notice to Proceed for the Construction Documents, Floodplain Study, Specifications, Cost Estimate, and Geotechnical Evaluation.

If you have any questions, please feel free to call me at 404-748-4732. We look forward to working with you on this project.

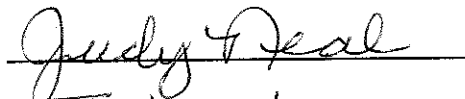
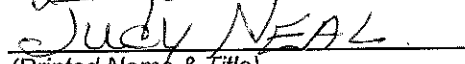
Sincerely,

POND

**NOTICE TO PROCEED
CITY OF STOCKBRIDGE**



Alex Holbrook
Program Director



(Printed Name & Title)
(Date)

STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE

RESOLUTION NO. R19-1103

**A RESOLUTION TO AUTHORIZE CONSTRUCTION PROGRAM
MANAGEMENT OF THE PUBLIC WORKS ADMINISTRATION
BUILDING**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to approve the Pond Company as the construction program manager for the Public Works Administration Building;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Bidder. The designation of Pond Company as the construction program manager for the Public Works Administration Building as presented to the City Council on October 14, 2019 is hereby approved by the City Council.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 14th day of October, 2019.



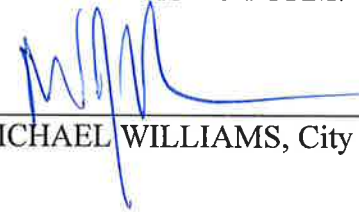
ANTHONY S. FORD, Mayor

ATTEST:

 (SEAL)

VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:



MICHAEL WILLIAMS, City Attorney



I-75 Central Corridor Coalition, Inc.

Promoting Smart Growth in Georgia's Central Corridor

Quarterly Report

I-75 Central Corridor Coalition

TAB 1: Executive Summary

This is the second quarterly report of the work of the I-75 Central Corridor Coalition. The Coalition is composed of 13 cities and counties brought together in a coalition to address the future growth of the corridor.

Its mission is to advocate for robust transportation infrastructure, economic vitality, and smart growth along the I-75 Corridor from Stockbridge to Macon. In the first quarter, (September-December) the elected officials of the Coalition hosted roundtables with Georgia Legislators to seek advice and counsel for executing this vision.

As a result of those meetings, the Coalition has received broad bipartisan support. In January, the Coalition asked Senator John Kennedy to create an I-75 Central Corridor Caucus in the General Assembly and to seek \$500,000 to develop a Regional Smart Transportation Growth Plan that addresses the feasibility of a transit-oriented livable center along the corridor linking Hartsfield-Jackson International Airport and Robins Air Force Base, in coordination and collaboration with the GDOT and the three MPOs involved (Atlanta Regional Commission, Macon Area Transportation Study, and Warner Robins Area Transportation Study) to develop a unified regional plan to address future transportation needs related to growth, congestion and ease of commerce on the I-75 corridor, including the feasibility of passenger rail.

The first quarter had significant accomplishments:

- A structured and disciplined organization
- A vision and strategy that is bold, but achievable
- Support from key legislators in the Georgia General Assembly
- Underlying documents that any member can use to brief and seek support from their councils and commissions

Senator Kennedy secured that \$500,000 with support from Senator Burt Jones, Rep David Knight, Rep Clint Crowe, Rep El-Mahdi Holly, Rep Susan Holmes, Rep Karen Mathiak, and Rep Dale Washburn.



I-75 Central Corridor Coalition, Inc.

Promoting Smart Growth in Georgia's Central Corridor

Those funds will be available in FY 2022. The Coalition next steps are:

- Meet with GDOT leadership to secure the \$500
- Secure supportive resolutions from all cities and counties of the Coalition
- Determine if the Coalition can secure Federal commitments to the corridor
- Monitor Amtrak, GDOT, and US DOT strategies that affect the corridor

Included in this report are updates and some background material for newly elected officials in the corridor.



I-75 Central Corridor Coalition, Inc.

Promoting Smart Growth in Georgia's Central Corridor

TAB 2: Background and Purpose

The I-75 Central Corridor Coalition is a 501(c) (6) organization that was formed in 2018 to foster the exchange of ideas among members, constituent communities, and the public. The Coalition was founded to serve as a medium for the coordinated expression of ideas, concepts, and aspirations of the communities and their citizens. Throughout 2019, the I-75 Central Corridor Coalition began refining a strategic direction to reflect on the best thinking and planning related to future growth in the region. In 2020, the Coalition began to focus on projects that could be realized as part of a strategy to obtain concrete achievements. Throughout its history, the Coalition has been open about ways to move forward, but the rapid new growth, a statewide understanding of the transportation issues facing the corridor, and the national appetite for better infrastructure have brought a new urgency that must be addressed now.

The I-75 Central Corridor Coalition currently has 17 members that are contributing financially to the organization. Most of these members (13 cities and counties) represent general-purpose units of local government. One county development authority is a dues-paying member, and three private sector partners have also made a monetary contribution to the organization.

Public Sector Members

Butts County	City of Barnesville
Henry County	City of Forsyth
Lamar County	City of Griffin
Macon-Bibb County	City of Jackson
Monroe County	City of Locust Grove
Spalding County	City of McDonough
Butts Co. Development Authority	City of Stockbridge

Private Sector Members

Central Georgia EMC
Georgia Power
Southern Rivers Energy

Of the thirteen jurisdictions that make up the I-75 Central Corridor Coalition members, all but two have seen steady increases in population growth since 2000. In 2000, the total population in the membership counties was 391,608 and now in 2020, it is 525,950, an increase of 134,342 people (equal to 34.3 percent growth) in only 20 years. A significant amount of this growth was in Henry County near Hartsfield-Jackson International Airport and closer to the metropolitan Atlanta area. Houston County, while not yet a member of the Coalition, has also seen a significant increase in population since 2000, adding 46,576 residents (41.8 percent growth). Growth in this area has continued to be closely tied to Robins AFB, as the state's largest industrial complex, helping to



I-75 Central Corridor Coalition, Inc.

Promoting Smart Growth in Georgia's Central Corridor

make the area a desirable rail destination. Suffice to say, the I-75 corridor between Hartsfield-Jackson International Airport and Robins AFB is increasing in population and is expected to continue to increase in the next few years. Acting quickly to adopt coordinated plans for efficient targeted infrastructure investments will be to the benefit of all I-75 Central Corridor residents.

A guiding principle of the I-75 Central Corridor Coalition's planning framework has been the concept of smart growth. This concept is the fundamental idea that new developments in an area should be done carefully and efficiently as not to contribute to endless urban sprawl and worsen environmental outcomes. The cities and counties comprising the I-75 Central Corridor Coalition between Hartsfield-Jackson International Airport and Robins AFB have almost all experienced steady increases in population over the past decades. Increases in new development, if they have not already been seen, are inevitable. Adopting a multi-jurisdictional consensus and framework for smart growth patterns along the corridor will provide the opportunity for efficient and effective investment and allow the careful shaping of the future of these cities and counties. This shared vision is for the I-75 Central Corridor to become the most walkable, transit-served corridor in the South. If successful in fulfilling this vision, the I-75 Central Corridor, Atlanta Metropolitan area, and the entire State of Georgia will see increased economic opportunity, decreased traffic congestion, improved air quality, and a greater overall quality of life.



I-75 Central Corridor Coalition, Inc.

Promoting Smart Growth in Georgia's Central Corridor

TAB 3: Secure the \$500K Planning Funding: Meet with the Director of Office and Planning

It is important that the Georgia Department of Transportation be a partner in the vision of the elected officials of the corridor. The vision of the I-75 Central Corridor Coalition is to become the most walkable, transit-served corridor in the South. With this vision, the I-75 Central Corridor Coalition would use the \$500,000, provide additional funds from its members and seek proposals for a consultant to assist the member communities of the coalition with the creation of a Regional Smart Transportation Growth Plan. The purpose of this plan would be to provide a detailed roadmap for elected officials (local, state, and federal), economic development professionals, and community planning staff to encourage growth within the corridor of Interstate 75 from Atlanta to Robins Air Force Base. Specifically, the Regional Smart Transportation Growth Plan should incorporate transportation corridors and connections between regional hubs on a macro-scale combined with transit options within the hubs on a micro-level that will provide the pattern and impetus for Smart Growth.

The Coalition has secured a meeting with Ms Jannine Miller, the Director of the Office and Planning of GDOT. That meeting is scheduled in mid-May with a small delegation of elected officials and Senator Kennedy.

The following is a review of the work the Coalition has done to develop a scope of work for the \$500,000.

Task 1: Feasibility Study of Corridor Redevelopment

The I-75 Central Corridor Coalition's study would help determine the feasibility of the proposed Smart Growth redevelopments and associated transit infrastructure from both a social and an economic perspective. In terms of social factors, the study should analyze overall public support for Smart Growth principles, most notably transit-oriented development. The study will also need to address the overall public support of mass transit alternatives within the I-75 Central Corridor. Specifically, these transit options could include local bus transit, intercity bus transit, commuter rail, and high-speed intercity rail, among others. Finally, a suitable feasibility analysis for social factors should consider impacts on private property. These should specifically include eminent domain, changes in property values, gentrification, and other potential causes of dislocation for property owners.

Economically, the study should consider the financial viability of various transit services within the I-75 Central Corridor. This analysis should be based on actual ridership projections of rail and bus transit options. Where available, federal and state funding for transit system operations should be considered to fill any operating budget gaps. Similarly, all grant opportunities for capital construction should be highlighted for consideration by the I-75 Central Corridor Coalition.



I-75 Central Corridor Coalition, Inc. ***Promoting Smart Growth in Georgia's Central Corridor***

Finally, the study should plan to address funding options that are tied to public-private partnerships, including state and federal tax incentives. The study will be expected to estimate potential revenue generation and legal structures for ensuring the feasibility of funding mechanisms.

Task 2: Analysis of Intercity and Commuter Transit Alternatives

The study should discuss the alternatives for expanding intercity and commuter transit options along the I-75 Central Corridor. At a minimum, this analysis should include a discussion of the financial feasibility of various passenger rail options on both a short-term and long-term basis. This measure of feasibility should include not only the fiscal impact on various governmental bodies but also the economic impact on the region. Specific rail alternatives to be considered should include shared track usage with Norfolk Southern on either the S-Line (via Griffin, Barnesville, and Forsyth) or the H-Line (via Stockbridge, McDonough, and Jackson), as well as new greenfield construction options. Such an analysis should also include the viability of different speeds and frequencies of service along these lines. Finally, such an analysis will need to consider potential options for connectivity beyond the I-75 Central Corridor region to other metropolitan areas, such as Savannah, Valdosta, or Brunswick. Such considerations should be consistent with federal intercity rail planning efforts. This section will be informed by the Georgia State Rail Plan and will not duplicate previous efforts.

Alternatively, the study should consider commuter bus options to serve this same corridor, especially if the analysis indicates that rail service may not be feasible. Similarly, the study should consider the potential need for connecting shuttle services to completely serve the corridor. These locations for connecting shuttle service may also be hubs for transit-oriented development in the corridor. The full analysis of intercity and commuter transit alternatives should also consider the potential impact on airports within the I-75 Central Corridor, including the potential for relief of passenger air traffic congestion at Hartsfield-Jackson International Airport.

Task 3: Analysis of Freight Transportation Impacts

As the Georgia Department of Transportation works on the construction of commercial vehicle lanes along the I-75 Central Corridor, the study should provide an analysis of projected traffic impacts on the movement of freight throughout the corridor. Opportunities for transload facilities and truck parking facilities should be considered, as well as how the commercial vehicle lanes will affect capacity on the Norfolk Southern S-Line and H-Line. The full analysis of freight transportation alternatives should also consider the potential impact on airports within the I-75 Central Corridor, including the potential for relief of air cargo traffic congestion at Hartsfield-Jackson International Airport. This section will be informed by the Georgia Statewide Freight and Logistics Action Plan and will not duplicate previous efforts.

Task 4: Transit-Oriented Development Conceptual Plan of Livable Centers



I-75 Central Corridor Coalition, Inc.
Promoting Smart Growth in Georgia's Central Corridor

The final deliverable from this study should be recommendations for additional smart growth master planning. Neighborhoods should be identified that can best support transit-oriented development so that future studies can work toward the creation of livable centers along the corridor, similar to the program the Atlanta Regional Commission currently sponsors.



I-75 Central Corridor Coalition, Inc.

Promoting Smart Growth in Georgia's Central Corridor

TAB 4: Current Events/Opportunities: The White House has begun to reveal what they would like to see in an infrastructure bill. It is clear the White House has a broader definition of what is “infrastructure” than many in Congress. The \$2 trillion price tag has also sparked a significant debate on how to pay for the wide scope of the proposals. However, the President has said he is willing to discuss and compromise on both scope, price, and ways to fund it. However, President Biden campaigned and making major investments in infrastructure and this is seen as fundamental to his presidency.

While a legislative strategy is still taking shape and the President is seeking a bipartisan bill, the Senate leadership has said they are willing to use a budget tool, reconciliation, that would allow passage of an infrastructure bill with just 50 votes. Our team has been in touch with the staff of the House T&I Committee and we think the infrastructure bill will be done through reconciliation and be done by September.

Stories in the New York Times and Washington Post provide some broad-brush numbers on climate and energy pieces of the much wider — and preliminary — White House plans

Washington Post

- "The infrastructure component of the proposal includes \$400 billion in spending to combat climate change, including \$60 billion for infrastructure related to green transit and \$46 billion for climate-related research and development. The plan also would aim to make electric-vehicle charging stations available across the country."

Documents suggest it will include nearly \$1 trillion in spending on the construction of roads, bridges, rail lines, ports, electric vehicle charging stations, and improvements to the electric grid and other parts of the power sector.

A separate NYT story notes power sector efforts will include a focus on disproportionate air pollution burdens that communities of color face.

Rail could not have a better friend in the White House than President-elect Biden (he rode Amtrak daily as a U.S. Senator and often as Vice President). While rail advocates anticipate a Biden Administration improving and expanding passenger rail, the most likely scenario is a “steady, incremental, supportive type of atmosphere for Amtrak and passenger rail generally,” (Rail Passengers Association).

During the campaign, President-elect Biden talked about connecting new city pairs via rail, and allies in Congress have plans that would send big injections of federal money to Amtrak and rail in general. President-elect Biden also asked House Transportation Chairman Peter DeFazio to have a major infrastructure bill on the House Floor in February. After the election, Chairman DeFazio restated his commitment to “deliver(ing) results.”



I-75 Central Corridor Coalition, Inc. *Promoting Smart Growth in Georgia's Central Corridor*

House Transportation Chairman Peter DeFazio (D-Ore.) is looking to boost his previous House-passed surface transportation bill. As an example of where he and the new president could find common ground, Chairman DeFazio said they shared the goals of creating “a robust national rail network” and transportation that is “clean, efficient, reliable and resilient to extreme weather events.”

Rail service from Atlanta to Robins AFB will take on some characteristics of existing systems but will most certainly have unique challenges and opportunities. The best options for building and funding such a system will be determined by the Regional Smart Transportation Growth Plan, which we hope to convince GDOT should analyze possible routes, potential ridership, and sources of revenue.

The Regional Smart Transportation Growth Plan could also address cost avoidance considerations, such as the reduction in automobile traffic, lessening the need for additional highway construction, costs of highway repairs, or even lost economic activity due to the congestion. Health care costs associated with auto emissions can also be taken into account in the final analysis regarding funding sources for the system.

The Coalition has made appropriations requests to Senator Warnock, Congressman Bishop, and Congressman Scott to fund the Federal Rail Administration. The request is to:

Provide \$25 million to FRA to implement the necessary plans and studies to provide rail between essential national security facilities in rural and underserved areas and international transportation hubs and in pursuit of national security, economic growth, and clean energy and air quality

Should Georgia be selected there would be enormous economic benefits nationally as well as in the State of Georgia and would improve safety on a major trade route, improve travel efficiencies and the ability to allow rural and underserved communities in middle Georgia to access to employment points. In Georgia this would service more than 55, 000 employees at Hartsfield International Airport and 24,000 at Robins Air Force Base

TAB 5: Resolution

Senator Emanuel Jones, who participated in several calls with the Coalition stated that it would be powerful if every member/supporter of the Coalition's Request presents individual resolutions as one voice to show support for this effort.



I-75 Central Corridor Coalition, Inc.
Promoting Smart Growth in Georgia's Central Corridor

**RESOLUTION
OF THE
[____] CITY COUNCIL / [____] COUNTY BOARD OF COMMISSIONERS]**

**AUTHORIZING THE ALLOCATION OF FUNDING FOR
A SMART GROWTH CORRIDOR STUDY ALONG INTERSTATE 75**

WHEREAS, [the City of ____ / ____ County] holds an active membership in the multi-jurisdictional I-75 Central Corridor Coalition; and

WHEREAS, [the City of ____ / ____ County] supports the consensus of the I-75 Central Corridor Coalition that membership-holding jurisdictions should conduct a Regional Smart Transportation Growth Plan along the I-75 corridor; and

WHEREAS, a smart growth study along the I-75 corridor will provide direction to [the City of ____ / ____ County] pertaining to efficient investment and planning efforts aimed at promoting smart growth initiatives and benefitting [the City of ____ / ____ County] and other jurisdictions holding membership in the I-75 Central Corridor Coalition; and

WHEREAS, [the City of ____ / ____ County] shares the vision of efficient and effective smart growth development along the I-75 corridor.

THEREFORE, BE IT RESOLVED that [the City of ____ / ____ County] supports the use of federal, state, and local funding for the purposes of a Regional Smart Transportation Growth Plan along the I-75 corridor.

Signed and sealed this ____ day of _____, 2020.

Chief Elected Official

(seal)

Witness



I-75 Central Corridor Coalition, Inc. *Promoting Smart Growth in Georgia's Central Corridor*

TAB 8: Previous Studies

Southeast Rail Corridor. The Federal Railroad Administration (FRA), in cooperation with the Georgia Department of Transportation (GDOT), has initiated a Tier I Environmental Impact Statement (EIS) for the proposed Atlanta to Charlotte Passenger Rail Corridor Investment Plan. On May 16, 2013, FRA published in the Federal Register a Notice of Intent (NOI) for the EIS. The purpose of the Plan is to help determine future transportation investments of vital importance to all people who live, work, and travel in the Atlanta to Charlotte corridor. The Atlanta to Charlotte corridor is an integral extension of the Southeast High-Speed Rail (SEHSR) corridor*, as designated by the U.S. Department of Transportation. The SEHSR corridor will ultimately provide important connectivity between Atlanta and Washington, DC, and on to the Northeast Corridor to Boston, MA.

FRA and GDOT initially considered six potential corridor-route alternatives including three shared-use alternatives for evaluation in the Tier I EIS:

- The Norfolk Southern (NS) railroad corridor (also referred to as the Southern Crescent Corridor route);
- The CSX Transportation (CSX) right-of-way between Atlanta, GA and Chester, SC via Athens, GA and NS right-of-way between Chester, SC and Charlotte, NC via Rock Hill, SC;
- The CSX right-of-way between Atlanta and Augusta, GA and NS right-of-way between Augusta and Charlotte via Columbia, SC;
- Two interstate alternatives: the I-85 corridor via Greenville and Spartanburg, SC and the I-20 and I-77 corridor via Columbia, SC; and
- A greenfield corridor that offers the opportunity to define a fully grade-separated route alignment with optimal geometric characteristics for high-speed passenger rail service.

The Federal Railway Administration prepared a report in 2015 to document the status of the current effort to develop passenger rail service between Atlanta and Macon along the Federally-designated Southeast High-Speed Rail (HSR) corridor and provide guidance for the continued pursuit of this project. In 2015, the Mayor of Macon-Bibb County and the Georgia Municipal Association (GMA) approached the White House Strong Cities Strong Communities (SC2) representative in Macon-Bibb County to discuss the potential of a passenger rail connection to Atlanta. The Mayor, GMA, and SC2 advanced the discussion to include the U.S. Department of Transportation (USDOT), Federal Railroad Administration (FRA), and Georgia Department of Transportation (GDOT). Building upon previous efforts, the parties have discussed the process and potential alternatives available to develop the proposal. This report includes a summary of the project background, potential alternatives, and project development process and provides recommendations to advance the development of the proposal.



City of Stockbridge

AGENDA ITEM

MEETING DATE

May

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 IV
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Randy Knighton City Manager

DEPARTMENT: Executive

ITEM/PROJECT/EVENT:

This is a resolution providing support for the I-75 Corridor Coalition to conduct a Regional Smart Transportation Growth Plan. The study is intended to address efficient investment and planning efforts for jurisdictions along the I-75 corridor.

BACKGROUND INFORMATION:

The purpose of the I-75 Central Corridor Coalition is to foster the exchange of ideas among the members, the constituent communities, and the public; to provide a medium for the expression of aims and aspiration of the people of the communities that will reflect their best thinking and planning; and to provide an agency through which citizens and organizations may voluntarily put their energies and resources to accomplish these goals.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☒ FINANCIAL IMPACT ☐ N/A

ATTACHMENTS:



19 May 2021

Randy Knighton
City Manager
City of Stockbridge
Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Georgia 30281

Dear Randy:

We recently closed two bond issues for the City for some of the City's capital projects. We funded a Project Account at SunTrust (Truist) that included \$14 million for the construction and equipping of a Cultural Arts Center.

You have asked me how the City might fund an extra \$4 million for the Cultural Arts Center.

Georgia law has been interpreted for years that a government must have funds on hand to fund a project before it lets the bid. If it let a bid without sufficient funds on hand, it would be incurring an illegal debt under the Georgia Constitution.

If the City let a contract for \$18 million for a Cultural Arts Center and only had \$14 million, that would be \$4 million more than it had on hand.

Stockbridge is in such a fortunate situation that you have a very healthy General Fund fund balance that can help you avoid having to decide today exactly where the extra \$4 million will come from.

I would expect that the construction period for the Cultural Arts Center would be 12 to 18 months. You would be at the tail end of that time period before you would need the extra \$4 million. As you know, sometimes unforeseen things can happen and you might wind up needing more or less than the \$4 million.

I would like to give you advice that you put off a decision on issuing new debt until further into 2022 when you have concrete hard facts of exactly how much you need.

Your options for funding the needed amount are:

1. General Fund fund balance
2. Repurposing of SPLOST V dollars (if a T-SPLOST passes, you could use some of the money earmarked for road, street and bridges to civic buildings. Road projects were listed at \$4,590,458)
3. A new bond issue through the URA secured by the General Fund
4. A special tax district in the downtown area that would directly benefit from the economic activity of the cultural arts center

I have rendered advice that I would like to see the City keep a fund balance equal to 100% of your annual General Fund Budget. Your 2020 Fiscal Year (1 Jan 2020 — 31 Dec 2020) had total General Fund expenses of approx. \$10 million. It would be good if you did not let the balance go below that.

I know you asked me what time it is and I have told you how the watch works. My best advice is to not borrow additional funds now and wait and see exactly how much you need a year or so from now. You may have other options for funding it a year from now beyond just fund balance and new debt,

Sincerely,

A handwritten signature in black ink, appearing to read 'Edmund J. Wall', written in a cursive style.

Edmund J. Wall
Managing Director

BOND DEBT SERVICE

City of Stockbridge, Georgia
Public Facilities Authority (SPLOST V Project Revenue Bond), Series 2021A (Taxable)
Truist Bank Purchaser
Amphitheater and Cultural Arts Center
Final Schedules

Dated Date 03/23/2021
Delivery Date 03/23/2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/01/2021			46,510.93	46,510.93	
12/31/2021					46,510.93
02/01/2022			65,406.00	65,406.00	
08/01/2022	2,430,000	1.320%	65,406.00	2,495,406.00	
12/31/2022					2,560,812.00
02/01/2023			49,368.00	49,368.00	
08/01/2023	2,465,000	1.320%	49,368.00	2,514,368.00	
12/31/2023					2,563,736.00
02/01/2024			33,099.00	33,099.00	
08/01/2024	2,490,000	1.320%	33,099.00	2,523,099.00	
12/31/2024					2,556,198.00
02/01/2025			16,665.00	16,665.00	
08/01/2025	2,525,000	1.320%	16,665.00	2,541,665.00	
12/31/2025					2,558,330.00
	9,910,000		375,586.93	10,285,586.93	10,285,586.93

BOND DEBT SERVICE

City of Stockbridge, Georgia
Public Facilities Authority (SPLOST Projects Revenue Bond), S2021B (Trails Project)
Truist Bank Purchaser
Final Schedules

Dated Date 03/23/2021
Delivery Date 03/23/2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/01/2021			3,808.71	3,808.71	
12/31/2021					3,808.71
02/01/2022			5,356.00	5,356.00	
08/01/2022	255,000	1.040%	5,356.00	260,356.00	
12/31/2022					265,712.00
02/01/2023			4,030.00	4,030.00	
08/01/2023	255,000	1.040%	4,030.00	259,030.00	
12/31/2023					263,060.00
02/01/2024			2,704.00	2,704.00	
08/01/2024	260,000	1.040%	2,704.00	262,704.00	
12/31/2024					265,408.00
02/01/2025			1,352.00	1,352.00	
08/01/2025	260,000	1.040%	1,352.00	261,352.00	
12/31/2025					262,704.00
	1,030,000		30,692.71	1,060,692.71	1,060,692.71

BOND DEBT SERVICE

City of Stockbridge, Georgia
Public Facilities Authority, Series 2021C (Taxable)
Truist Bank Purchaser
Cultural Arts Center and Police Equipment
Capitalized Interest through 2/1/2022
2/1/2026 Par Call
Final Schedules

Dated Date 03/23/2021
Delivery Date 03/23/2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/01/2021			133,718.93	133,718.93	
12/31/2021					133,718.93
02/01/2022			188,042.25	188,042.25	
08/01/2022			188,042.25	188,042.25	
12/31/2022					376,084.50
02/01/2023	1,195,000	2.530%	188,042.25	1,383,042.25	
08/01/2023			172,925.50	172,925.50	
12/31/2023					1,555,967.75
02/01/2024	1,230,000	2.530%	172,925.50	1,402,925.50	
08/01/2024			157,366.00	157,366.00	
12/31/2024					1,560,291.50
02/01/2025	1,265,000	2.530%	157,366.00	1,422,366.00	
08/01/2025			141,363.75	141,363.75	
12/31/2025					1,563,729.75
02/01/2026	1,295,000	2.530%	141,363.75	1,436,363.75	
08/01/2026			124,982.00	124,982.00	
12/31/2026					1,561,345.75
02/01/2027	1,325,000	2.530%	124,982.00	1,449,982.00	
08/01/2027			108,220.75	108,220.75	
12/31/2027					1,558,202.75
02/01/2028	1,360,000	2.530%	108,220.75	1,468,220.75	
08/01/2028			91,016.75	91,016.75	
12/31/2028					1,559,237.50
02/01/2029	820,000	2.530%	91,016.75	911,016.75	
08/01/2029			80,643.75	80,643.75	
12/31/2029					991,660.50
02/01/2030	845,000	2.530%	80,643.75	925,643.75	
08/01/2030			69,954.50	69,954.50	
12/31/2030					995,598.25
02/01/2031	865,000	2.530%	69,954.50	934,954.50	
08/01/2031			59,012.25	59,012.25	
12/31/2031					993,966.75
02/01/2032	885,000	2.530%	59,012.25	944,012.25	
08/01/2032			47,817.00	47,817.00	
12/31/2032					991,829.25
02/01/2033	910,000	2.530%	47,817.00	957,817.00	
08/01/2033			36,305.50	36,305.50	
12/31/2033					994,122.50
02/01/2034	935,000	2.530%	36,305.50	971,305.50	
08/01/2034			24,477.75	24,477.75	
12/31/2034					995,783.25
02/01/2035	955,000	2.530%	24,477.75	979,477.75	
08/01/2035			12,397.00	12,397.00	
12/31/2035					991,874.75
02/01/2036	980,000	2.530%	12,397.00	992,397.00	
12/31/2036					992,397.00
	14,865,000		2,950,810.68	17,815,810.68	17,815,810.68

SOURCES AND USES OF FUNDS

City of Stockbridge, Georgia
Public Facilities Authority (SPLOST V Project Revenue Bond), Series 2021A (Taxable)
Truist Bank Purchaser
Amphitheater and Cultural Arts Center
Final Schedules

Sources:

Bond Proceeds:	
Par Amount	9,910,000.00
Other Sources of Funds:	
General Fund Contribution	5,000,000.00
SPLOST IV Construction Fund	6,300,000.00
	11,300,000.00
	21,210,000.00

Uses:

Project Fund Deposits:	
Amphitheatre Project	18,154,319.18
Cultural Arts Center	2,849,438.40
	21,003,757.58
Delivery Date Expenses:	
Cost of Issuance	206,242.42
	21,210,000.00

BOND SUMMARY STATISTICS

City of Stockbridge, Georgia
Public Facilities Authority (SPLOST V Project Revenue Bond), Series 2021A (Taxable)
Truist Bank Purchaser
Amphitheater and Cultural Arts Center
Final Schedules

Dated Date	03/23/2021
Delivery Date	03/23/2021
Last Maturity	08/01/2025
Arbitrage Yield	1.320159%
True Interest Cost (TIC)	1.320159%
Net Interest Cost (NIC)	1.320000%
All-In TIC	2.073922%
Average Coupon	1.320000%
Average Life (years)	2.871
Weighted Average Maturity (years)	2.871
Par Amount	9,910,000.00
Bond Proceeds	9,910,000.00
Total Interest	375,586.93
Net Interest	375,586.93
Total Debt Service	10,285,586.93
Maximum Annual Debt Service	2,563,736.00
Average Annual Debt Service	2,361,486.80
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond due 2025	9,910,000.00	100.000	1.320%	2.871	4,162.20
	9,910,000.00			2.871	4,162.20

	TIC	All-In TIC	Arbitrage Yield
Par Value	9,910,000.00	9,910,000.00	9,910,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		(206,242.42)	
- Other Amounts			
Target Value	9,910,000.00	9,703,757.58	9,910,000.00
Target Date	03/23/2021	03/23/2021	03/23/2021
Yield	1.320159%	2.073922%	1.320159%

BOND PRICING

City of Stockbridge, Georgia
 Public Facilities Authority (SPLOST V Project Revenue Bond), Series 2021A (Taxable)
 Truist Bank Purchaser
 Amphitheater and Cultural Arts Center
 Final Schedules

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond due 2025:					
	08/01/2022	2,430,000	1.320%	1.320%	100.000
	08/01/2023	2,465,000	1.320%	1.320%	100.000
	08/01/2024	2,490,000	1.320%	1.320%	100.000
	08/01/2025	2,525,000	1.320%	1.320%	100.000
		9,910,000			

Dated Date	03/23/2021	
Delivery Date	03/23/2021	
First Coupon	08/01/2021	
Par Amount	9,910,000.00	
Original Issue Discount		
Production	9,910,000.00	100.000000%
Underwriter's Discount		
Purchase Price	9,910,000.00	100.000000%
Accrued Interest		
Net Proceeds	9,910,000.00	

BOND DEBT SERVICE

City of Stockbridge, Georgia
Public Facilities Authority (SPLOST V Project Revenue Bond), Series 2021A (Taxable)
Truist Bank Purchaser
Amphitheater and Cultural Arts Center
Final Schedules

Dated Date 03/23/2021
Delivery Date 03/23/2021

Period Ending	Principal	Coupon	Interest	Debt Service
12/31/2021			46,510.93	46,510.93
12/31/2022	2,430,000	1.320%	130,812.00	2,560,812.00
12/31/2023	2,465,000	1.320%	98,736.00	2,563,736.00
12/31/2024	2,490,000	1.320%	66,198.00	2,556,198.00
12/31/2025	2,525,000	1.320%	33,330.00	2,558,330.00
	9,910,000		375,586.93	10,285,586.93

BOND DEBT SERVICE

City of Stockbridge, Georgia
Public Facilities Authority (SPLOST V Project Revenue Bond), Series 2021A (Taxable)
Truist Bank Purchaser
Amphitheater and Cultural Arts Center
Final Schedules

Dated Date 03/23/2021
Delivery Date 03/23/2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/01/2021			46,510.93	46,510.93	
12/31/2021					46,510.93
02/01/2022			65,406.00	65,406.00	
08/01/2022	2,430,000	1.320%	65,406.00	2,495,406.00	
12/31/2022					2,560,812.00
02/01/2023			49,368.00	49,368.00	
08/01/2023	2,465,000	1.320%	49,368.00	2,514,368.00	
12/31/2023					2,563,736.00
02/01/2024			33,099.00	33,099.00	
08/01/2024	2,490,000	1.320%	33,099.00	2,523,099.00	
12/31/2024					2,556,198.00
02/01/2025			16,665.00	16,665.00	
08/01/2025	2,525,000	1.320%	16,665.00	2,541,665.00	
12/31/2025					2,558,330.00
	9,910,000		375,586.93	10,285,586.93	10,285,586.93

COST OF ISSUANCE

City of Stockbridge, Georgia
Public Facilities Authority (SPLOST V Project Revenue Bond), Series 2021A (Taxable)
Truist Bank Purchaser
Amphitheater and Cultural Arts Center
Final Schedules

Cost of Issuance	\$/1000	Amount
Bond Counsel	5.04487	49,994.62
City Attorney	2.32513	23,042.05
Public Facilities Authority Counsel	2.95715	29,305.32
Municipal Advisor	10.00000	99,100.00
Purchaser Counsel	0.48440	4,800.43
	20.81155	206,242.42

SOURCES AND USES OF FUNDS

City of Stockbridge, Georgia
Public Facilities Authority (SPLOST Projects Revenue Bond), S2021B (Trails Project)
Truist Bank Purchaser
Final Schedules

Sources:	
Bond Proceeds:	
Par Amount	1,030,000.00
	1,030,000.00
Uses:	
Project Fund Deposits:	
Trails Project	1,008,623.66
Delivery Date Expenses:	
Cost of Issuance	21,376.34
	1,030,000.00

BOND SUMMARY STATISTICS

City of Stockbridge, Georgia
Public Facilities Authority (SPLOST Projects Revenue Bond), S2021B (Trails Project)
Truist Bank Purchaser
Final Schedules

Dated Date	03/23/2021
Delivery Date	03/23/2021
Last Maturity	08/01/2025
Arbitrage Yield	1.040098%
True Interest Cost (TIC)	1.040098%
Net Interest Cost (NIC)	1.040000%
All-In TIC	1.789290%
Average Coupon	1.040000%
Average Life (years)	2.865
Weighted Average Maturity (years)	2.865
Par Amount	1,030,000.00
Bond Proceeds	1,030,000.00
Total Interest	30,692.71
Net Interest	30,692.71
Total Debt Service	1,060,692.71
Maximum Annual Debt Service	265,712.00
Average Annual Debt Service	243,526.39
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond due 2025	1,030,000.00	100.000	1.040%	2.865	432.60
	1,030,000.00			2.865	432.60

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,030,000.00	1,030,000.00	1,030,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		(21,376.34)	
- Other Amounts			
Target Value	1,030,000.00	1,008,623.66	1,030,000.00
Target Date	03/23/2021	03/23/2021	03/23/2021
Yield	1.040098%	1.789290%	1.040098%

BOND PRICING

City of Stockbridge, Georgia
 Public Facilities Authority (SPLOST Projects Revenue Bond), S2021B (Trails Project)
 Truist Bank Purchaser
 Final Schedules

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond due 2025:					
	08/01/2022	255,000	1.040%	1.040%	100.000
	08/01/2023	255,000	1.040%	1.040%	100.000
	08/01/2024	260,000	1.040%	1.040%	100.000
	08/01/2025	260,000	1.040%	1.040%	100.000
		1,030,000			

Dated Date	03/23/2021	
Delivery Date	03/23/2021	
First Coupon	08/01/2021	
Par Amount	1,030,000.00	
Original Issue Discount		
Production	1,030,000.00	100.000000%
Underwriter's Discount		
Purchase Price	1,030,000.00	100.000000%
Accrued Interest		
Net Proceeds	1,030,000.00	

BOND DEBT SERVICE

City of Stockbridge, Georgia
 Public Facilities Authority (SPLOST Projects Revenue Bond), S2021B (Trails Project)
 Truist Bank Purchaser
 Final Schedules

Dated Date 03/23/2021
 Delivery Date 03/23/2021

Period Ending	Principal	Coupon	Interest	Debt Service
12/31/2021			3,808.71	3,808.71
12/31/2022	255,000	1.040%	10,712.00	265,712.00
12/31/2023	255,000	1.040%	8,060.00	263,060.00
12/31/2024	260,000	1.040%	5,408.00	265,408.00
12/31/2025	260,000	1.040%	2,704.00	262,704.00
	1,030,000		30,692.71	1,060,692.71

BOND DEBT SERVICE

City of Stockbridge, Georgia
Public Facilities Authority (SPLOST Projects Revenue Bond), S2021B (Trails Project)
Truist Bank Purchaser
Final Schedules

Dated Date 03/23/2021
Delivery Date 03/23/2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/01/2021			3,808.71	3,808.71	
12/31/2021					3,808.71
02/01/2022			5,356.00	5,356.00	
08/01/2022	255,000	1.040%	5,356.00	260,356.00	
12/31/2022					265,712.00
02/01/2023			4,030.00	4,030.00	
08/01/2023	255,000	1.040%	4,030.00	259,030.00	
12/31/2023					263,060.00
02/01/2024			2,704.00	2,704.00	
08/01/2024	260,000	1.040%	2,704.00	262,704.00	
12/31/2024					265,408.00
02/01/2025			1,352.00	1,352.00	
08/01/2025	260,000	1.040%	1,352.00	261,352.00	
12/31/2025					262,704.00
	1,030,000		30,692.71	1,060,692.71	1,060,692.71

COST OF ISSUANCE

City of Stockbridge, Georgia
Public Facilities Authority (SPLOST Projects Revenue Bond), S2021B (Trails Project)
Truist Bank Purchaser
Final Schedules

Cost of Issuance	\$/1000	Amount
Bond Counsel	5.03779	5,188.92
City Attorney	2.32513	2,394.88
Public Facilities Authority Counsel	2.90642	2,993.61
Municipal Advisor	10.00000	10,300.00
Purchaser Counsel	0.48440	498.93
	20.75373	21,376.34

SOURCES AND USES OF FUNDS

City of Stockbridge, Georgia
Public Facilities Authority, Series 2021C (Taxable)
Truist Bank Purchaser
Cultural Arts Center and Police Equipment
Capitalized Interest through 2/1/2022
2/1/2026 Par Call
Final Schedules

Sources:

Bond Proceeds:	
Par Amount	14,865,000.00
	14,865,000.00

Uses:

Project Fund Deposits:	
Cultural Arts Center	11,218,312.07
Police Equipment	3,016,447.55
	14,234,759.62
Other Fund Deposits:	
Capitalized Interest through 2/1/2022	321,761.18
Delivery Date Expenses:	
Cost of Issuance	308,479.20
	14,865,000.00

BOND SUMMARY STATISTICS

City of Stockbridge, Georgia
Public Facilities Authority, Series 2021C (Taxable)
Truist Bank Purchaser
Cultural Arts Center and Police Equipment
Capitalized Interest through 2/1/2022
2/1/2026 Par Call
Final Schedules

Dated Date	03/23/2021
Delivery Date	03/23/2021
Last Maturity	02/01/2036
Arbitrage Yield	2.530235%
True Interest Cost (TIC)	2.530235%
Net Interest Cost (NIC)	2.530000%
All-In TIC	2.835125%
Average Coupon	2.530000%
Average Life (years)	7.846
Weighted Average Maturity (years)	7.846
Par Amount	14,865,000.00
Bond Proceeds	14,865,000.00
Total Interest	2,950,810.68
Net Interest	2,950,810.68
Total Debt Service	17,815,810.68
Maximum Annual Debt Service	1,563,729.75
Average Annual Debt Service	1,199,269.23
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond due 2036	14,865,000.00	100.000	2.530%	7.846	18,283.95
	14,865,000.00			7.846	18,283.95

	TIC	All-In TIC	Arbitrage Yield
Par Value	14,865,000.00	14,865,000.00	14,865,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		(308,479.20)	
- Other Amounts			
Target Value	14,865,000.00	14,556,520.80	14,865,000.00
Target Date	03/23/2021	03/23/2021	03/23/2021
Yield	2.530235%	2.835125%	2.530235%

BOND PRICING

City of Stockbridge, Georgia
Public Facilities Authority, Series 2021C (Taxable)
Truist Bank Purchaser
Cultural Arts Center and Police Equipment
Capitalized Interest through 2/1/2022
2/1/2026 Par Call
Final Schedules

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond due 2036:					
	02/01/2023	1,195,000	2.530%	2.530%	100.000
	02/01/2024	1,230,000	2.530%	2.530%	100.000
	02/01/2025	1,265,000	2.530%	2.530%	100.000
	02/01/2026	1,295,000	2.530%	2.530%	100.000
	02/01/2027	1,325,000	2.530%	2.530%	100.000
	02/01/2028	1,360,000	2.530%	2.530%	100.000
	02/01/2029	820,000	2.530%	2.530%	100.000
	02/01/2030	845,000	2.530%	2.530%	100.000
	02/01/2031	865,000	2.530%	2.530%	100.000
	02/01/2032	885,000	2.530%	2.530%	100.000
	02/01/2033	910,000	2.530%	2.530%	100.000
	02/01/2034	935,000	2.530%	2.530%	100.000
	02/01/2035	955,000	2.530%	2.530%	100.000
	02/01/2036	980,000	2.530%	2.530%	100.000
		14,865,000			

Dated Date	03/23/2021	
Delivery Date	03/23/2021	
First Coupon	08/01/2021	
Par Amount	14,865,000.00	
Original Issue Discount		
Production	14,865,000.00	100.000000%
Underwriter's Discount		
Purchase Price	14,865,000.00	100.000000%
Accrued Interest		
Net Proceeds	14,865,000.00	

BOND DEBT SERVICE

City of Stockbridge, Georgia
Public Facilities Authority, Series 2021C (Taxable)
Truist Bank Purchaser
Cultural Arts Center and Police Equipment
Capitalized Interest through 2/1/2022
2/1/2026 Par Call
Final Schedules

Dated Date 03/23/2021
Delivery Date 03/23/2021

Period Ending	Principal	Coupon	Interest	Debt Service
12/31/2021			133,718.93	133,718.93
12/31/2022			376,084.50	376,084.50
12/31/2023	1,195,000	2.530%	360,967.75	1,555,967.75
12/31/2024	1,230,000	2.530%	330,291.50	1,560,291.50
12/31/2025	1,265,000	2.530%	298,729.75	1,563,729.75
12/31/2026	1,295,000	2.530%	266,345.75	1,561,345.75
12/31/2027	1,325,000	2.530%	233,202.75	1,558,202.75
12/31/2028	1,360,000	2.530%	199,237.50	1,559,237.50
12/31/2029	820,000	2.530%	171,660.50	991,660.50
12/31/2030	845,000	2.530%	150,598.25	995,598.25
12/31/2031	865,000	2.530%	128,966.75	993,966.75
12/31/2032	885,000	2.530%	106,829.25	991,829.25
12/31/2033	910,000	2.530%	84,122.50	994,122.50
12/31/2034	935,000	2.530%	60,783.25	995,783.25
12/31/2035	955,000	2.530%	36,874.75	991,874.75
12/31/2036	980,000	2.530%	12,397.00	992,397.00
	14,865,000		2,950,810.68	17,815,810.68

BOND DEBT SERVICE

City of Stockbridge, Georgia
Public Facilities Authority, Series 2021C (Taxable)
Truist Bank Purchaser
Cultural Arts Center and Police Equipment
Capitalized Interest through 2/1/2022
2/1/2026 Par Call
Final Schedules

Dated Date 03/23/2021
Delivery Date 03/23/2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/01/2021			133,718.93	133,718.93	
12/31/2021					133,718.93
02/01/2022			188,042.25	188,042.25	
08/01/2022			188,042.25	188,042.25	
12/31/2022					376,084.50
02/01/2023	1,195,000	2.530%	188,042.25	1,383,042.25	
08/01/2023			172,925.50	172,925.50	
12/31/2023					1,555,967.75
02/01/2024	1,230,000	2.530%	172,925.50	1,402,925.50	
08/01/2024			157,366.00	157,366.00	
12/31/2024					1,560,291.50
02/01/2025	1,265,000	2.530%	157,366.00	1,422,366.00	
08/01/2025			141,363.75	141,363.75	
12/31/2025					1,563,729.75
02/01/2026	1,295,000	2.530%	141,363.75	1,436,363.75	
08/01/2026			124,982.00	124,982.00	
12/31/2026					1,561,345.75
02/01/2027	1,325,000	2.530%	124,982.00	1,449,982.00	
08/01/2027			108,220.75	108,220.75	
12/31/2027					1,558,202.75
02/01/2028	1,360,000	2.530%	108,220.75	1,468,220.75	
08/01/2028			91,016.75	91,016.75	
12/31/2028					1,559,237.50
02/01/2029	820,000	2.530%	91,016.75	911,016.75	
08/01/2029			80,643.75	80,643.75	
12/31/2029					991,660.50
02/01/2030	845,000	2.530%	80,643.75	925,643.75	
08/01/2030			69,954.50	69,954.50	
12/31/2030					995,598.25
02/01/2031	865,000	2.530%	69,954.50	934,954.50	
08/01/2031			59,012.25	59,012.25	
12/31/2031					993,966.75
02/01/2032	885,000	2.530%	59,012.25	944,012.25	
08/01/2032			47,817.00	47,817.00	
12/31/2032					991,829.25
02/01/2033	910,000	2.530%	47,817.00	957,817.00	
08/01/2033			36,305.50	36,305.50	
12/31/2033					994,122.50
02/01/2034	935,000	2.530%	36,305.50	971,305.50	
08/01/2034			24,477.75	24,477.75	
12/31/2034					995,783.25
02/01/2035	955,000	2.530%	24,477.75	979,477.75	
08/01/2035			12,397.00	12,397.00	
12/31/2035					991,874.75
02/01/2036	980,000	2.530%	12,397.00	992,397.00	
12/31/2036					992,397.00
	14,865,000		2,950,810.68	17,815,810.68	17,815,810.68

COST OF ISSUANCE

City of Stockbridge, Georgia
Public Facilities Authority, Series 2021C (Taxable)
Truist Bank Purchaser
Cultural Arts Center and Police Equipment
Capitalized Interest through 2/1/2022
2/1/2026 Par Call
Final Schedules

Cost of Issuance	\$/1000	Amount
Bond Counsel	5.03778	74,886.65
City Attorney	2.32513	34,563.07
Public Facilities Authority Counsel	2.90641	43,203.84
Municipal Advisor	9.99832	148,625.00
Purchaser Counsel	0.48440	7,200.64
	20.75205	308,479.20